

Jefferson Davis Parish Police Jury

REQUEST FOR QUALIFICATIONS

Project Title: Plantation Road Drainage – Engineering,
Design, & Construction Administration
Services

RFQ Number: 2025-05 – 4559-0032

Qualifications Closing Date/Time:

Friday, October 3, 2025 4:00pm Central Time

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Contact: Karlee Taylor
Karlee@jdppj.net

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1. Project Overview

Jefferson Davis Parish Police Jury (the Police Jury) requests qualifications with the intent of selecting a provider to perform the services contained in Appendix H – Scope of Services.

2. Schedule

| | |
|---|-----------------------------------|
| Advertisement of RFQ | Friday, May 30, 2025 |
| Deadline for receipt of written inquiries | Friday, June 13, 2025 @ 400pm CDT |
| Publication of responses to written inquiries | Wednesday, June 18, 2025 |
| Deadline for receipt of Qualifications submittals | Friday, June 27, 2025 @ 400pm CDT |
| Selection (estimated) | Wednesday, July 09, 2025 |

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3. Questions, Responses, & Addenda

All questions related to the requirements or processes of this RFQ should be submitted in writing, via email, to:

kgeorge@dcmcpartners.com

Please include the RFQ name in the subject line of all question communications. Questions will be accepted until Friday, June 13, 2025 at 400pm Central Time. No questions will be accepted after this deadline, and no question will be responded to in advance of Wednesday, June 18, 2025.

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Responses to inquiries will be issued in writing by addendum and posted to www.idppj.net. All addenda issued by the Police Jury prior to the submittal deadline shall be considered part of the RFQ. The Police Jury shall not be bound by any reply or inquiry unless such reply is made by formal written addendum.

Responses may be provided after the question deadline has passed. No responses will be provided to questions submitted after the question deadline has passed. Questions submitted outside of the contact provided above will not be answered, and any unauthorized communication with a Parish Employee, Department, or contractor prior to award will disqualify the vendor from being considered for award.

Respondents must acknowledge all addenda by including an acknowledgement in their submittal. Failure to acknowledge will result in the submittal being deemed non-responsive.

4. Notification of Errors or Omissions

Respondents shall promptly notify the Police Jury of any omissions, ambiguity, inconsistency, or error that they may discover upon examination of this RFQ. The Police Jury shall not be responsible or liable for any errors and/or misrepresentation that result from the submittal which are inadvertently incomplete, ambiguous, inconsistent, or obviously erroneous. All notifications of errors or omissions shall be directed to the Police Jury's designated point of contact for this RFQ.

5. Code of Ethics

Respondents are responsible for determining that there will be no conflict or violation of the Ethics Code if they are awarded a contract. The Louisiana Board of Ethics is the only entity which can officially rule on ethics issues.

6. Cost of Preparing Qualification Statements

The Police Jury shall not be liable for any costs incurred by respondents prior to issuance of or entering into a

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contract. Costs associated with developing the offer, preparing for oral presentations, and any other expenses incurred by the Respondent in responding to this RFQ are entirely the responsibility of the Respondent and shall not be reimbursed in any manner by the Police Jury.

7. Proprietary Information

Only information which is in the nature of legitimate trade secrets or non-published financial data may be deemed proprietary or confidential. Any material within a Submittal identified as such must be clearly marked and will be handled in accordance with the Louisiana Public Records Act, R.S. 44:1-22 and applicable rules and regulations. Any offer marked as confidential or proprietary in its entirety may be rejected without further considerations or recourse.

8. Tax Exempt Status

Police Jury purchases are exempt from state sales tax and federal excise tax. Tax should not be included in any cost proposal. The Police Jury will furnish their excise tax exemption certification upon request.

9. RFQ Withdrawals and/or Amendments

The Police Jury reserves the right to withdraw this RFQ for any reason.

The Police Jury reserves the right to amend any aspect of this RFQ by written formal addendum prior to the submittal deadline and will endeavor to notify all potential Respondents that have notified the Police Jury's RFQ point of contact of their intent to submit. However, failure to notify shall impose no obligation or liability on the Police Jury.

10. Estimated Quantities

The Police Jury does not guarantee to purchase any minimum or maximum quantity but does contemplate purchasing exclusively during the term of the contract from the successful vendor(s).

11. Qualification Submittal Requirements

How to Submit

All Qualifications must be submitted via email with the number and title of this RFQ as the subject line. No Qualifications will be accepted if submitted via another means. Unidentifiable Qualifications will be unopened and marked as non-responsive.

Respondents must submit one electronic submission to:

karlee@jdppj.net

Required Contents

All items in this RFQ are considered part of the Qualification package. Submittals must include all required forms in their entirety and must be signed in the appropriate places by an authorized representative of the entity.

Qualifications that do not include all required contents will be considered non-responsive and will not be considered or evaluated.

Failure to submit the required type and number of copies will result in the Qualifications being deemed non-responsive. Qualifications must be submitted on the forms provided in this RFQ; failure to do so will result in the

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submittal being deemed non-responsive.

Submittal Deadline

The deadline for submittal of Qualifications shall be Friday, June 27, 2025, at 4:00pm (Central Time).

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It is the offeror’s responsibility to have their Qualifications documents, including any addenda, correctly submitted by the submittal deadline. No extensions will be granted. No late submittals will be accepted.

Late Submittals

Respondents are encouraged to submit their Qualifications as soon as possible. The time and date of receipt as recorded by the Police Jury shall be the official time of receipt. The Police Jury is not responsible for late submissions regardless of the reason. Late submissions will not be considered under any circumstance.

Alterations or Withdrawals

Any submitted Qualifications may be withdrawn or a revised Qualification substituted prior to the submittal deadline. Qualifications cannot be altered, amended, or withdrawn by the Respondent after the submittal deadline.

Qualifications Document Format

All Qualifications must be prepared on 8.5” x 11”, vertically oriented pages, numbered at the bottom, with the exception of plans or drawings, which may be submitted landscape on 8.5” x 11” pages.

The submittal must be written in pen or typed, with all appropriate signatures.

Pre-proposal Conference

There will not be a pre-proposal conference for this RFQ.

Validity Period

Once the submittal deadline passes, any Qualification document shall constitute an irrevocable proposal to provide the commodities and/or services set forth in Appendix H - Scope of Services. Such proposal shall be irrevocable until the earlier of the expiration of 90 days from the submittal deadline, or until a contract has been awarded by the Police Jury.

12. Qualification Evaluation & Contract Award

Process

Any award of a contract to provide the goods or services herein will be made using competitive sealed qualifications, compliant with the Police Jury’s procurement policy. The Police Jury will evaluate all Qualifications to determine which Respondent is most reasonably qualified for the award of a contract, applying the anticipated evaluation factors and emphasis to be placed on each factor, as identified in Appendix H - Scope of Services. A variety of factors may be used in the evaluation of the submitted Qualifications for this project, as defined by this RFQ.

The Police Jury may, at its option, conduct discussions with or accept Qualifications revisions from any reasonably qualified Respondent. Discussions may not be initiated by Respondents. These discussions will be limited to issues and topics brought forth by the Police Jury. Any attempt by a Respondent or Vendor to deviate from the issues or topics to discuss other issues and topics concerning the RFQ brought forth by the Police Jury shall be grounds for disqualification.

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Respondents shall not contact any Police Jury personnel during the RFQ process other than the contact identified for questions earlier in this RFQ. Any Respondent who fails to follow this instruction will be disqualified, and any submitted qualifications will not be evaluated or considered.

Correspondence

All correspondence related to this RFQ, from advertisement to award, shall be sent to the Police Jury's contact, identified earlier in this RFQ. All presentations and/or meetings between the Police Jury and any Respondent or Vendor relating to this RFQ shall be coordinated by the Police Jury's contact. The Police Jury reserves the right to determine which submittal(s) provide(s) the Police Jury with the best value and which will be in the Police Jury's best interest.

Completeness

If the Qualifications document is incomplete or otherwise fails to confirm to the requirements of the RFQ, the Police Jury alone will determine whether the variance is so significant as to render the Qualifications non-responsive.

Ambiguity

Any ambiguity in the Qualifications document as a result of omission, error, lack of clarity, or non-compliance by the Respondent with specifications, instructions, and all conditions shall be construed in favor of the Police Jury. In the event of a conflict between these standard RFQ requirements and details provided in Appendix H – Scope of Services, the Appendix shall prevail.

Additional Information

The Police Jury may request any other information necessary to determine Respondent's ability to meet the minimum standards required by the RFQ.

Partial Contract Award

The Police Jury reserves the right to award one contract for some or all of the requirements proposed, or to award multiple contracts for various portions of the requirements to different Respondents based on the unit process proposed in response to this request, or to reject any and all Qualifications and re-solicit for Qualifications, as deemed to be in the best interest of the Police Jury.

No Commitment

This RFQ does not commit the Police Jury to award any costs or pay any costs, or to award any contract, or to pay any costs associated with or incurred in the preparation of a submittal to this request, or to procure or contract for services or supplies.

Protest Procedures

Any actual or prospective Respondent who is allegedly involved with the solicitation or award of a proposal/bid/qualification may submit a protest to the decision. The protest must be submitted in writing to the Police Jury's designated contact within three (3) business days after such aggrieved person knows of, or should have known of, the facts giving rise thereto. If the protest is not resolved by mutual agreement, the Police Jury will promptly issue a decision in writing to the protesting party.

All protests lodged by potential or actual Respondents must be made in writing and must contain the following

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information:

- Name, address, email address, and telephone number of the protestor;
- RFQ name, or contract number and name;
- A detailed statement of the protest's legal and factual grounds, including copies of any relevant documents;
- Identification of the issue(s) to be resolved, and a statement of what relief is requested;
- Arguments and authorities in support of the protest; and
- A statement that copies of the protest have been delivered to all interested parties in the RFQ process.

The Police Jury President has the authority to render the final determination regarding the protest. Any determination rendered by the Police Jury President will be final.

Single Proposal Response

If only one Qualification is received in response to this RFQ, a detailed scope, schedule, and cost proposal may be requested of the single Respondent. A cost/price analysis and evaluation will be performed of the cost proposal in order to determine if the price is fair and reasonable.

Re-appropriation of Budget Items

The Police Jury may reduce the funds allocated and the services required under this agreement at its discretion. The Police Jury shall notify the contractor in writing of this reduction. Contractor shall not perform any services subtracted from this agreement. The de-obligation of funds does not require any formal amendment of this agreement but shall be evidenced by a revised budget approved by the Police Jury.

Appropriation of Funds

The Police Jury has established an appropriation (allocation) of funds for this project. In the event that these appropriated (allocated) funds are exhausted, the Contractor's only remedy shall be suspension or termination of its performance under this contract and shall have no other remedy in law or in equity against the Police Jury and no right to damages of any kind.

Termination for Cause

The occurrence of any one or more of the following events will justify termination of the contract by the Police Jury for cause:

- The successful Respondent fails to perform in accordance with the provisions of these specifications; or
- The successful Respondent violates any of the provisions of these specifications; or
- The successful Respondent disregards laws or regulations of any public body having jurisdiction; or
- The successful Respondent transfers, assigns, or conveys any or all of its obligations or duties under the contract to another without written consent of the Police Jury.

If one or more of the events identified above occurs, the Police Jury may terminate the contract by giving the successful Respondent seven (7) days written notice of such termination. In such case, the successful Respondent shall only be entitled to receive payment for goods and services provided before the effective date of termination. The successful Respondent shall not receive any payment on account of loss of anticipated profits or revenue or other economic loss resulting from such termination.

When the contract has been so terminated by the Police Jury, such termination shall not affect any rights or remedies of the Police Jury then existing or which may thereafter accrue.

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Termination for Convenience

This contract may be cancelled or terminated at any time by giving the vendor thirty (30) days written notice. Vendor may be entitled to payment for services actually performed prior to termination, to the extent said services are satisfactory.

Subcontractors

The Police Jury shall have a single prime contractor as the result of any successful contract negotiation. That prime contractor shall be responsible for all deliverables specified in the RFP and the submitted Qualifications. This requirement notwithstanding, Respondents may enter into subcontractor arrangements; however, they must acknowledge total responsibility for the entire contract in their Submittal.

If the Respondent intends to subcontract for portions of the work, the Respondent must identify any subcontractor relationships and include specific designations of the tasks to be performed by the subcontractor. Information required of the Respondent under the requirements of this RFQ is also required for each subcontractor.

Unless provided for in the contract with the Police Jury, the prime contractor shall not contract with any other party for any of the services herein contracted without express prior written approval of the Police Jury.

M/WBE Policy

It is the policy of the Police Jury to stimulate growth of local minority and woman-owned business enterprise (M/WBE) by encouraging their participation in all phases of its contract and procurement activity, and by affording them the opportunity to compete for all Police Jury contracts. This policy does not require the Police Jury to award contracts for services or procurements to a M/WBE which is not also the lowest responsive and responsible Respondent and otherwise qualified, unless the Police Jury may lawfully award the contract to someone other than the lowest responsive, responsible Respondent.

It is also the policy of the Police Jury to encourage Respondents to take affirmative steps to encourage participation by M/WBE entities in their project team.

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Appendix A – Request for Qualifications Document

Submittal Checklist (to determine validity of submittal):

- ___ Appendix A – Qualification Document
- ___ Appendices B-G (all forms must be complete, signed, and included, except Appendix E)
- ___ Appendix H – Scope of Services

| | |
|--|--|
| RFQ Name: | Plantation Road Drainage – Engineering, Design, & Construction Administration Services |
| Submittal Deadline | Friday, June 27, 2025 at 4:00pm (Central Time) |
| Submit to: | karlee@jdppi.net |
| Respondent’s Legal Name: | |
| Respondent’s Contact Name: | |
| Respondent’s Mailing Address: | |
| Respondent’s Email Address: | |
| Respondent’s Phone Number | |
| Respondent’s Federal Employer Identification Number: | |

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Respondent Authorization:

I, the undersigned, have the authority to execute this proposal in its entirety as submitted, and to enter into a contract on behalf of the Respondent.

Printed Name and Title of Representative: _____

Signature of Representative: _____

Date Signed: _____

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1. Required Submittal Information

In order for a submittal to be considered complete and to be evaluated for a contract award by the Police Jury, Respondents must submit all of the following information, as applicable to the Scope of Services described in Appendix H.

A. Proposed Products and/or Services

1. Product or service description – Respondents must describe the technical aspects, capabilities, features, and options of the service and/or product proposed in accordance with the required Scope of Services, as identified in Appendix H. Promotional literature, brochures, or other technical information may be included.
2. Additional hardware/software description – Respondents should include a detailed description of any hardware and/or software, if any, would be required by the Police Jury in order to fully utilize the products and/or services proposed.
3. Guarantees and warranties – Respondent shall submit a complete copy of any warranties or guarantees provided by the manufacturer or Respondent with the Qualification submitted.
4. Project schedule/delivery date – Project schedule and/or delivery dates will be negotiated between the Police Jury and selected firm(s) for the individual project and will be included in any resultant contract between the parties.
5. Terms of Service
6. Firm(s) selected for work will be asked for proposals and terms of the contract negotiated at the time of selection for this specific project.
7. Respondent's Experience & Staff
8. Project team – Respondent must identify all members of the Respondent's team (including both team members and management) who will be providing any services proposed and include information which details their specific experience.
9. Removal or replacement of staff – If an assigned staff person must be removed or replaced for any reason, the replacement person must be approved by the Police Jury prior to joining the project.
10. Business establishment – Respondent must provide the number of years their business has been established and operating, and the number of employees employed by the business. If Respondent's business has changed names, or if the principals operating the business operate any similar businesses under different names or have operated any other businesses or changed the legal status or form of the business with the previous five years, all names of predecessor businesses, affiliated entities, and previous business entities operated by the principals (if difference than present) must be provided.
11. Project related experience – Respondent must include detailed information that details their experience and expertise in providing the required services and must demonstrate their ability to logically plan and complete the requested scope of service.

B. References

Respondent shall provide three references where Respondent has performed the same or similar type(s) of service(s) as described in this RFQ. Respondent shall provide references not affiliated with the Police Jury, or any of its employees. Each reference provided shall include:

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1. Client/company name
2. Contact name
3. Contact title
4. Contact phone
5. Contact email address
6. Dates of contract/services performed (beginning and ending)
7. Description of scope of services provided
8. How reference relates to Police Jury's project

C. Trade Secrets & Confidential Information

1. Trade secrets – Respondents must specifically identify and clearly state if their submittal contains trade secrets and/or confidential information. If applicable, such trade secrets and/or confidential information must be described. Respondents must provide the basis for their assertion that such material qualifies for legal protection from disclosure.
2. Confidentiality of information in State of Qualifications – Pursuant to applicable Law, submittals will be opened in a manner that avoids disclosure of the contents to competing offerors and keeps them confidential during negotiations.

D. Federal, State, and/or Local Identification Information

Respondents will provide the following identification information in their submittal:

1. Centralized Master Bidders List registration number
2. Prime contractor HUB/MWBE registration number
3. Submitter's Social Security Number (if individual acting as sole proprietor)
4. Unique Entity Identifier (UEI)

All vendors contracting with the Police Jury will be required to register, or have an active registration, with the System for Award Management (SAM). Registration is free. SAM is the official registration required to do business with the federal government, including local governments who receive federal funds. Registration is completed through the SAM website: <https://sam.gov/SAM>.

E. Emergency Business Services Contact

Respondents must provide a point of contact for use during disasters or emergencies. If any after hours or emergency opening fees apply, that fee must be detailed in the Respondent's submittal.

F. Identification and description of any identified or potential personal or organizational conflicts of interest. If none are identified or potential, a statement to that effect is sufficient.

2. Contract Terms & Conditions

Except where Respondent makes specific exception in their submitted Qualifications, any contract resulting from this RFQ will contain the following terms and conditions, which Respondent hereby acknowledges and to which Respondent agrees by submitting their Qualifications.

- A. Corporation Requirements** – If the successful Contractor is not incorporated under the laws of the State of Louisiana, the contractor shall have obtained a certificate of authority pursuant to R.S. 12:301-302 from the

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Secretary of State of Louisiana. If the successful contractor is a for-profit corporation whose stock is not publicly traded, the contractor shall ensure that a disclosure of ownership form has been properly filed with the Secretary of State of Louisiana.

- B. Licenses and Commissions – The Contractor shall, at all times during the term of this contract, maintain valid Louisiana licenses and commissions as are customarily required of such a Contractor. The Contractor agrees to renew or keep current all licenses and commissions herein. The Contractor agrees to maintain a copy of all such licenses or commissions on file at all times, and to make same available for review as may be reasonably requested by the Police Jury.
- C. Confidentiality – All financial, statistical, personal, technical, or other data and information relating to the Police Jury's operation which are designated confidential by the Police Jury and made available to the Contractor in order to carry out this contract, or which become available to the Contractor in carrying out this contract, shall be protected by the contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the Police Jury. The identification of all such data and information as well as the Police Jury's procedural requirements for protection of such data and information from unauthorized use shall be provided by the Police Jury in writing to the Contractor.

The identification of all such data and information as well as the Police Jury's procedural requirements for protection of such data and information from unauthorized use shall be provided by the Police Jury in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by to be adequate for the protection of the Police Jury's confidential information, such methods and procedures may be used, with the written consent of the Police Jury, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is interpedently developed by the Contractor outside the scope of this contract or is rightfully obtained from third parties. Under no circumstances shall the Contractor discuss and/or release information to the media concerning this project without prior express written approval of the Police Jury.

- D. Delivery of Products and/or Services
 - 1. Contract terms – The period of any contract resulting from this RFQ is tentatively scheduled to begin following the conclusion of the Police Jury's evaluation, selection, and negotiation, and to continue for one year. This contract may be renewed for subsequent one-year terms, not to exceed a total of three years, in the event that each party agrees in writing.
 - 2. Invoice and payment terms – Certified itemized invoices to the Police Jury for the payment of these services shall be submitted monthly by the Consultant. Unless otherwise specified in the Scope of Services or otherwise agreed to in writing by the Police Jury, payment terms for the Police Jury are Net Thirty Days upon receipt of an invoice.
 - 3. Warranty of products and services – All products furnished under this contract shall be warranted to be merchantable and good quality and fit for the purposes intended as described in this RFQ, to the satisfaction of the Police Jury and in accordance with the specifications, terms, and conditions of the Scope of Services, and all services performed shall be warranted to be of a good and workmanlike quality, in addition to and not in lieu of, any other express written warranties provided.
 - 4. Late delivery or performance – If Contractor fails to deliver acceptable goods or services within the timeframes established in the project schedule, the Police Jury shall be authorized to purchase the goods or services from another source and assess any increase in costs to the defaulting Contractor,

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who agrees to pay any such costs within ten days of notice.

5. FOB (delivery charges) – All products offered shall be FOB final destination, with all delivery charges to be prepaid by the Contractor. The Police Jury does not accept COD or collect shipments. The contract price shall include all charges, including delivery, installation, and set up fees. All packing, crating, or other debris resulting from the delivery or set-up of the commodity purchased shall be removed and properly disposed by the successful Contractor at no additional cost to the Police Jury.
6. Title to goods and risk of loss – For goods to be provided by Contractor hereunder, if any, the title and risk of loss of the goods shall not pass to the Police Jury until the Police Jury actually received, takes possession, and accepts the goods and the installation of such goods, has tested the system, and determined that it is in good acceptable working order.
7. Force Majeure – If by reason of Force Majeure either party shall be rendered unable, wholly or in part, to carry out its responsibilities under this contract by any occurrence by reason of Force Majeure, then the party unable to carry out its responsibility shall give the other party notice and full particulars of such Force Majeure in writing within a reasonable time after the occurrence of the event, and such notice shall suspend the party's responsibility for continuance of the Force Majeure claimed, but for no longer period. Force Majeure means floods, hurricanes, tropical storms, tornadoes, earthquakes, or other natural disasters, acts of public enemy, acts of terrorism, sovereign conduct, riots, civil commotion, strikes or lockouts, and other causes that are not occasioned by either party's conduct which by the exercise of due diligence the party is unable to overcome and which substantially interferes with operations.
8. Liquidated damages – The parties agree that, if the project is not completed within the time specified plus any extensions of time allowed pursuant thereto, the actual damages sustained by the owner because of any such delay will be uncertain and difficult to ascertainment, and that the reasonable foreseeable value of the use of said project by the owner will be the sum of \$250.00 per calendar day. The Contractor therefore agrees to pay and the owner agrees to accept as liquidated damages and not as a penalty the sum of \$250.00 per calendar day for each day's delay in fully completing said project beyond the time specified in the contract and any extensions of such time allowed there under.
9. Change orders – The professional and technical adequacy and accuracy of designs, drawings, specifications, documents, and other work products furnished under this agreement will be conducted in a manner consistent with the level of care ordinarily exercised by members of the profession throughout the State of Louisiana.
 - a) Change order due to Contractor error or omission – In the event that the Police Jury must have work done by change order or addition resulting from an error or omission by the Contractor, the Contractor shall provide, at no cost to the Police Jury, all professional services attributable to the change order. This is in addition to the Police Jury's right to recover from the Consultant any damages for its errors and omissions.
 - b) Change or due to unforeseen circumstances – All other changes orders must be approved in writing by the Police Jury prior to implementation. No verbal or non-written authorizations for any change order will be accepted as valid by the Police Jury, and no associated changes in cost will be paid by the Police Jury.

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3. Miscellaneous

- A. Independent contractor – Respondent agrees that Respondent and Respondent’s employees and agents have no employer-employee relationship with the Police Jury. Respondent agrees that if Respondent is selected and awarded and contract, the Police Jury shall not be responsible for the Federal Insurance Contribution Act (FICA) payments, federal or state unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will the Police Jury furnish any medical or retirement benefits, nor any paid vacation or sick leave.
- B. Assignments – The rights and duties award the successful Respondent shall not be assigned to another without the written consent of the Police Jury. Such consent shall not relieve the assigner of liability in the event of default by the assignee.
- C. Liens – Respondent shall indemnify and save harmless the Police Jury against any and all liens and encumbrances for all labor, goods, and services which may be provided to the Police Jury by Respondent or Respondent’s vendor(s), and if the Police Jury requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the Police Jury.
- D. Gratuities/bribes – Respondent certifies that no bribes in the form of entertainment, gifts, or otherwise were offered or given by the successful Respondent, or its agent or representative, to any Police Jury officer or employee, with respect to this RFQ or any contract with the Police Jury, and that if any such bribe is found to have been made this shall be grounds for voiding of the contract.
- E. Financial participation – Respondent certifies that it has not received compensation from the Police Jury to participate in preparing the specifications or RFQ on which the Request for Qualifications is based and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.
- F. Authority to submit proposal and enter contract – The person signing on behalf of the Respondent certifies that the signer has the authority to submit the Qualification on behalf of the Respondent and to bind the Respondent to any resulting contract.
- G. Authority to enter contract on behalf of the Police Jury – The Police Jury President is the only person authorized to execute contracts on behalf of the Police Jury. Department heads are not authorized to enter into any type of agreement or contract on behalf of the Police Jury. Additionally, department heads and elected officials are not authorized to agree to any type of supplemental agreements or contracts for goods and/or services.
- H. Energy efficiency – Respondent agrees to comply with all mandatory standards and policies related to energy efficiency which are contained in the State of Louisiana’s energy conservation plan (LA R.S. 40:1730.49).
- I. Compliance with applicable law – Respondent agrees that the contract will be subject to, and Respondent will strictly comply with, all applicable federal, state, and local laws, ordinances, rules, and regulations.

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4. Financial Responsibility Provisions

- A. Insurance – The Respondent, consistent with its status as an independent contractor, shall carry, and shall require any of its subcontractors to carry, at least the following insurance in such form, with such companies and in such amounts (unless otherwise specified in the Scope of Services) as the Police Jury may require, naming the Police Jury as the additional insured. Insurance coverage shall be on an ‘occurrence basis’.
1. Worker’s Compensation and Employer’s Liability insurance, including All States Endorsement, to the extent required by federal law and complying with the laws of the State of Louisiana;
 2. Commercial General Liability insurance for at least one million dollars (\$1,000,000) on a per occurrence basis, with a two million dollar (\$2,000,000) aggregate Blanket Contractual Liability, Broad Form Property Damage, Personal Injury, Completed Operations/Products Liability, Premises Liability, Medical Payments, and Broad Form General Liability Endorsements;
 3. Comprehensive Automobile Liability insurance covering all owned, non-owned, or hired automobiles to be used by the contractor, with coverage at least the minimum required by the State of Louisiana; and
 4. Professional Liability, Errors, and Omissions in an amount to be determined in the Scope of Services.
- B. Indemnification – In accordance with the laws of the State of Louisiana, the Contractor agrees to indemnify, save, and hold harmless the Police Jury, its employees, officials, and agents from any and all claims, actions, damages, proceedings, judgements, or liabilities, for personal injury, death, or property damage resulting from the acts or omissions of anyone under the contractor’s supervision or control.

In the event of any cause of action or claim asserted by a party to this agreement or any third party, the Police Jury will provide the Contractor with timely notice of such claim, dispute, or notice. Thereafter, the Contractor shall at its own expense, faithfully and completely defend and protect the Police Jury against any and all liabilities arising from this claim, cause of action, or notice.

1. Indemnity for intellectual property – Respondent hereby warrants that the use or sale of the products, materials, and services delivered hereunder will not infringe on the rights of any trade secrets, patent, copyright, registered trademark, or other intellectual property by right covering such materials and the successful Respondent agrees to indemnify and hold harmless the Police Jury for any and all costs, expenses, judgements, and damages which the Police Jury may have to pay or incur.
- C. Bond requirements – If applicable, per the Scope of Services (appendix H), prior to the commencement of work on this project, contractor shall deliver to the Police Jury the following bonds issued by a good and sufficient surety by the State of Louisiana and satisfactory to the Police Jury, unless otherwise stated below:
1. Bid bonds are required in the amount of 5% of the total bid amount. This must be issued by a good and sufficient surety licensed by the State of Louisiana and satisfactory to the Police Jury, or a cashier’s check;
 2. A payment bond in the amount of 100% of the total contract amount insuring the full and prompt payment of all persons performing labor and/or furnishing materials in connection with this Scope of Services;
 3. A performance bond in the amount of 100% of the total contract amount insuring full, faithful, and prompt performance of the responsibilities contained in this contract within the time parameters provided herein; and
 4. A maintenance bond insuring full and prompt maintenance, repair, and/or replacement of the goods to be provided by the Bidder for a period of two years from the date of acceptance by the Police Jury.

Appendix B – Nepotism Statement

The Respondent or any officer, if the Respondent is other than an individual, shall disclose whether Respondent has a relationship, either by blood or marriage, with any official or employee of the Police Jury by completing the following:

If Respondent is an individual:

- ☐ I am not related by blood or marriage to any official or employee of the Police Jury.
- ☐ I am related by blood or marriage to the following official(s) or employee(s) of the Police Jury:

Name of Police Jury official or employee: _____
Relationship: _____

If Respondent is not an individual:

- ☐ The officers of the company submitting these Qualifications are not related by blood or marriage to any official or employee of the Police Jury.
- ☐ The officers of the company submitting these Qualifications are related by blood or marriage to the following official(s) or employee(s) of the Police Jury:

Name of company officer: _____
Title of company officer: _____
Name of Police Jury official or employee: _____
Relationship: _____

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Appendix C – Non-Collusion Statement

The undersigned affirm that they are duly authorized to execute this contract, that this company, firm, partnership, or individual has not prepared this proposal in collusion with any other respondent, and that the contents of this proposal as to prices, terms, or conditions of said proposal have not been communicated to the undersigned nor any employee or agent to any other person engages in this type of business prior to the official opening of this submittal.

Vendor: _____

Address: _____

Phone: _____

Email: _____

Respondent Name: _____

Position: _____

Signature of company official authorizing this submittal:

Company official name: _____

Official position: _____

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Appendix D – Debarment & Suspension Certification

The undersigned certifies, by submission of this proposal or acceptance of a contract, that neither the Contractor nor its principals is presently debarred, suspended, proposed for debarments, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. Respondent agrees that by submitting this proposal the Respondent will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where Respondent or any lower tier participant is unable to certify to this statement, that participant shall attach an explanation to this document.

The above is true and correct to the best of my knowledge and belief.

Signature of company official authorizing this submittal:

Company official name: _____

Date of signature: _____

Note: the penalty for making false statements in offers is prescribed in 18 U.S.C 1001.

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Appendix E – No Intent to Submit Form

If your firm has elected not to submit a proposal or qualifications for this procurement, please complete and submit this form.

Please check all that apply:

- ☐ Do not provide the goods or services required
- ☐ Cannot be competitive
- ☐ Cannot meet the specifications highlighted in the attached request
- ☐ Project or job is too large
- ☐ Project or job is too small
- ☐ Do not wish to do business with the Police Jury
- ☐ Cannot provide required insurance
- ☐ Cannot provide required bonding
- ☐ Cannot comply with required indemnification
- ☐ Other: _____

Authorized officer name: _____

Company official name: _____

Appendix F – Federal Procurement Requirements

All provisions of 2 CFR, Part 200 and other federal cross-cutting laws, if applicable, are part of the terms and conditions of any award made by the Police Jury, including:

1. No Government Obligation to Third Parties

The owner and contractors acknowledge that, notwithstanding any concurrence by the federal government in or approval of this solicitation or award of the underlying contract, absent the express written consent by the federal government, the federal government is not a party to this contract and shall not be subject to any obligations or liabilities to the owner, contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from this underlying contract.

It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Signature of company official:

Company official name: _____

Date of signature: _____

2. Program Fraud and False or Fraudulent Statements and Related Acts (31 U.S.C. 3801 et seq)

Contractor acknowledges that the provisions of the Program Fraud and Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq., 'Administrative Remedies for False Claims and Statements,' apply to its actions pertaining to this project. Upon execution of the underlying contract, the contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract for which this contract work is being performed. IN addition to other penalties that may be applicable, the contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the federal government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the contractor to the extent the federal government deems appropriate.

Signature of company official:

Company official name: _____

Date of signature: _____

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3. Access to Records and Reports

The following access to records requirements applies to any contract resulting from this solicitation contract:

- A. The contractor agrees to provide the City of Southside Place, TX, the Texas Division of Emergency Management, the Federal Agency Administrator, the Comptroller General of the United States, and 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.
- B. The contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts, and transcriptions.
- C. The contractor agrees to provide the Administrator or their authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- D. All project-related records will be retained by the contractor for three years after the termination of the awarded contract.
- E. In compliance with the Disaster Recovery Act of 2018, no language in this provision is intended to prohibit audits or internal reviews by the federal funding agency or the Comptroller General of the United States.

Signature of company official:

Company official name: _____

Date of signature: _____

4. Equal Employment Opportunity (20 CFR Part 1630, 41 CFR Part 60 et seq)

During the performance of any contract resulting from this solicitation contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules,

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regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The offeror further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The offeror agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The offeror further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Signature of company official:

Company official name: _____

Date of signature: _____

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5. Government-wide Suspension and Debarment

By signing and submitting its bid or proposal, the bidder or proposer agrees to comply with the following:

- A. This contract is a covered transaction for purposes of 2 CFR part 180 and 2 CFR part 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 CFR §180.995), or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).
- B. The contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- C. This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 CFR part 180, subpart C and 2 CFR part 3000, subpart C, in addition to remedies available to Abbeville General Police Jury, the Louisiana Governor's Office of Homeland Security and Emergency Preparedness, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- D. The bidder or proposer agrees to comply with the requirements of 2 CFR part 180, subpart C and 2 CFR part 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.

Signature of company official:

Company official name: _____

Date of signature: _____

6. Contract Work Hours and Safety Standards Act (20 CFR §5.5(b))

- A. 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.
- B. Violation; liability for unpaid wages; liquidated damages – In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States 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 (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- C. Withholding for unpaid wages and liquidated damages – The Owner shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- D. Subcontracts – Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (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 (1) through (4) of this section.

Signature of company official:

Company official name: _____

Date of signature: _____

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7. Compliance with David-Bacon Act (40 U.S.C. 3141 et seq) as supplemented by Department of Labor regulations (29 CFR part 5) and with the Copeland ‘Anti-Kickback’ Act (18 U.S.C, 874; 40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR part 3) (as applicable)
- A. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions).
 - B. Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
 - C. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the Federal awarding agency.
 - D. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency.

Signature of company official:

Company official name: _____

Date of signature: _____

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8. Section 3 Clause (as applicable)

All Section 3 covered contracts shall include the following clause (referred to as the Section 3 clause):

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implements Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- D. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- E. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises.

Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

Signature of company official:

Company official name: _____

Date of signature: _____

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

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient.

Appendix A, 44 CFR Part 18 – Certification Regarding Lobbying (to be submitted with each bid or offer exceeding \$100,000)

The undersigned certifies, to the best of their knowledge, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

Signature of company official:

Company official name: _____

Date of signature: _____

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10. Clean Air (42 U.S.C. § 7401 et seq)

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

Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

Signature of company official:

Company official name: _____

Date of signature: _____

11. Clean Water (33 U.S.C. § 1251 et seq)

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. Contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the State of Louisiana, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

Signature of company official:

Company official name: _____

Date of signature: _____

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12. Procurement of Recovered Materials (42 U.S.C. § 6962)

- A. In the performance of this contract, the Contractor shall make use of products containing recovered materials that are EPA-designated items unless the product(s) cannot be acquired:
1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 2. Meeting contract performance requirements; or
 3. At a reasonable price.
- B. Information about this requirement, and a list of EPA-designated items, is available at the EPA's Comprehensive Procurement Guidelines website: <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>
- C. Contract also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

Signature of company official:

Company official name: _____

Date of signature: _____

13. Department of Homeland Security Seal, Logo, and Flags (as applicable)

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

Signature of company official:

Company official name: _____

Date of signature: _____

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14. Compliance with Federal Laws, Regulations, and Executive Orders

The Contractor acknowledges that federal financial assistance shall be used to fund contracts only. The contractor will comply with all applicable federal laws, regulations, Executive Orders, federal policies, procedures, and directives.

Signature of company official:

Company official name: _____

Date of signature: _____

15. Prohibition on Contracting for Covered Telecommunications Equipment or Services

(a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(b) *Prohibitions.*

- (1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
- (2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
 - (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) *Exceptions.*

- (1) This clause does not prohibit contractors from providing—
 - (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

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- (2) By necessary implication and regulation, the prohibitions also do not apply to:
- (i) Covered telecommunications equipment or services that:
 - i. Are *not used* as a substantial or essential component of any system; *and*
 - ii. Are *not used* as critical technology of any system.
 - (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.
- (d) *Reporting requirement.*
- (1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
- (2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
- (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
- (e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

Signature of company official:

Company official name: _____

Date of signature: _____

16. Domestic Preference for Procurement

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

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

Signature of company official:

Company official name: _____

Date of signature: _____

17. Copyright and Data Rights

The Contractor grants to the offeror, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the offeror **or** acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the offeror data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the offeror.

Signature of company official:

Company official name: _____

Date of signature: _____

18. Contracting with Small and Minority Businesses, Women’s Business Enterprises, and Labor Surplus Area Firms

(a) When possible, any party to this contract should ensure that minority businesses, women's business enterprises, and labor surplus area firms are considered when possible. These steps are also encouraged for the hiring of any subcontractors under this contract.

(b) Such consideration means:

- (1) These business types are included on solicitation lists;
- (2) These business types are solicited whenever they are deemed eligible as potential sources;
- (3) Dividing procurement transactions into separate procurements to permit maximum participation by these business types;
- (4) Establishing delivery schedules, where the requirements permit, that encourage participation by these business types;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring a contractor under a federal award to apply this section to subcontractors.

Signature of company official:

Company official name: _____

Date of signature: _____

19. Build America, Buy American Act Compliance (as applicable)

When required by federal program legislation, contractors must comply with the Build America, Buy America Act (BABAA), which was enacted as part of the Infrastructure Investment and Jobs Act §§ 70901-70927, Pub. L. No 117-58 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America’s Workers.

- (1) BABAA applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project.
- (2) Iron and steel manufactured products and construction materials used in the project are produced in the United States.

Signature of company official: _____

Company official name: _____

Date of signature: _____

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Appendix G – Qualification Evaluation Factors & Process

Upon receiving Qualifications, an evaluation and selection committee will be established by the Police Jury President. Qualifications will be evaluated utilizing the following criteria:

- A. Pass/Fail Criteria – Qualifications not in compliance with the following criteria will not receive further consideration:
 - 1. Compliance with the provisions of the requested information as stipulated in the RFQ.
 - 2. Avoidance of personal and organizational conflicts of interest as prohibited by federal, state, and local law.
- B. Scoring Criteria – Qualifications which comply with all pass/fail criteria will be evaluated based on consideration of the criteria below.

Statements of Qualifications shall be evaluated based on information provided in the Qualification statement. The Evaluation Team shall evaluate and score the Qualifications statements using the criteria and scoring discussed in this section. The most qualified competitor will be selected, subject to negotiation of fair and reasonable compensation.

Statements of Qualifications will be evaluated so as to avoid disclosure of contents to competing offerors and kept confidential during the process of subsequent negotiation when selected for a specific project. However, all Qualifications shall be open for public inspection after award, except for trade secrets and confidential information contains in the Qualifications and clearly identified as such.

Qualifications shall be evaluated and award made on the basis of the following factors:

| Factor | Weight |
|--|---------------------|
| Project Team Organization & Qualifications | Up to 30 points |
| Key Personnel Qualifications | Up to 20 points |
| Ability to Meet Design Timeline | Up to 20 points |
| Record of Past Performance | Up to 30 points |
| Total: | 100 possible points |

- 1. Project Team Organization & Qualifications (up to 30 points available)
 - a. Firm's experience with similar projects – up to 10 points
 - b. Firm's experience with federal and state permitting and procurement – up to 8 points
 - c. Firm's publications, awards, recognitions, and accomplishments – up to 3 points
 - d. Firm's active involvement in industry societies and presentations – up to 3 points
 - e. Firm's sensitivity to schedule and quality (based on project-specific documentation) – up to 6 points
- 2. Key Personnel Qualifications (up to 20 points available)
 - a. Background and experience of firm's project manager – up to 4 points
 - b. Background and experience of firm's key project personnel – up to 4 points
 - c. Project manager's experience with similar projects – up to 4 points
 - d. Number of similar projects designed/constructed – up to 4 points
 - e. Capability and capacity – up to 4 points
- 3. Ability to Meet Design Timeline (up to 20 points available)
 - a. Demonstrated experience meeting expedited or compressed timelines – up to 15 points
 - b. Demonstrated ability to manage processes and schedules – up to 5 points

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4. Record of Past Performance (up to 30 points available)
 - a. Feedback of references – up to 8 points
 - b. Prior experience with similar sized clients and projects – up to 8 points
 - c. Demonstrated effective communication with previous clients and the public – up to 7 points
 - d. Prior experience with projects funded in whole or in part through federal grants – up to 7 points

The Police Jury will notify the successful Respondent(s) and proceed to negotiate terms for final contract.
Unsuccessful Respondents will be notified in writing accordingly.

The award of a contract is subject to the approval of the Police Jury.

Appendix H – Scope of Services

1. Introduction

The Jefferson Davis Parish Police Jury (JDPPJ) seeks qualified assistance with the engineering, design, and construction administration to increase existing stormwater capacity along Plantation Road in Jefferson Davis Parish. This project is divided into two phases. The expectation is that the existing pluvial infrastructure will be upgraded with larger diameter pipes/culvert thus increasing the level of protection.

The initial phase of the project (Phase 01) will include, but is not limited to:

- A. Project area hydraulics & hydrology (H&H) study;
- B. Project area geotechnical subsoil survey;
- C. Project area traffic impact study;
- D. Project area environmental and historic preservation compliance activities;
- E. Recommendation of final engineering solution;
- F. Engineering design and plans and opinion of probable cost; and
- G. Initial permitting and endorsements.

Phase 02 will consist of construction administration. Absolutely no construction activities will occur during Phase 01 and without the express written permission of the Police Jury.

This project may be funded in whole or in part with federal grant funds. If federal funding is utilized for this project, all program requirements will apply to this project. Qualified vendors will have experience in the design, cost estimation, and construction administration of federally funded projects.

2. Project Locations

The work of this project will occur near Lake Arthur, in Jefferson Davis Parish.

The anticipated location of project work will be starting from 30.062654, -92.713896 (Southerly Point) to 30.063807, -92.713860 (Northerly Point). It is anticipated that there will be approximately 440 linear feet of existing roadway that will be elevated and disturb approximately 157 cubic meters of earth when upgrading the conveyance system within the creek.

3. Project Deliverable Description

Phase 01 deliverables will include:

- A. Engineering design plans and specifications, bid ready and signed/sealed by a licensed Professional Engineer.
- B. H&H Study report and digital modeling (in native format) signed/sealed by the licensed Professional Engineer. The H&H must:
 - i. Conform to accepted engineering practices.
 - ii. Analyze upstream and downstream effects of the project.
 - iii. Demonstrate the flood water elevations for each recurrence interval utilized in the benefit-cost analysis.

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Further, the H&H should include:

- i. Signed/sealed H&H study report.
 - ii. Functioning H&H model files in native software digital format.
 - iii. GIS files of terrain elevations and flood water elevations.
 - iv. Model inputs and outputs (results datasheets, tables, charts, maps, & graphs of water surface elevations, velocities, & discharges).
 - v. Map/locations of model nodes/stations.
- C. Line-item opinion of probable construction cost, consistent with the engineering design plans and specifications, including all anticipated hard and soft costs, including permitting and inspections.
- D. Anticipated construction schedule.
- E. Permitting & inspection plan.
- F. EHP Compliance deliverables:
- i. Dimensions of project components.
 - ii. Description of ground disturbance activities.
 - iii. Project corner area coordinates (decimal degree format).
 - iv. Staging area/access roads.
 - v. Documentation of any required coordination with the US Army Corps of Engineers (USACE).
 - vi. Photos of the project area and surrounding area.

Qualified vendors will be those that can complete all design phase tasks within 180 days from issuance of the Notice to Proceed. This timeline is of the utmost importance to JDPPJ for the success of this project.

4. Site Considerations

Vendor will be responsible for coordination of any road closure or other ingress/egress disruption in the project area for both phases of the project.

5. Expected Project Tasks

The selected vendor is not responsible for the development of the Phase 02 project scope of work or final benefit-cost analysis but will be expected to provide information and data necessary for the development of both. Please refer to Appendix I for additional information regarding this expectation.

Appendix I – FEMA Region 6 Environmental and Historic Preservation (EHP) Guidelines for Hazard Mitigation Assistance (HMA) Applications in Louisiana

The Federal Emergency Management Agency (FEMA) is required by law to review all grant projects to determine effects on the environment. Some HMA projects that will not result in any physical change to the environment do not require an in-depth environmental review. Such projects include the development of mitigation plans, public education and training activities, weather radios, and Phase I feasibility studies and assessments. For these projects, a detailed scope of work explaining the activity should be sufficient for FEMA to complete the environmental review.

For all other projects, please provide the items listed based on project type to assist with the environmental review. While these guidelines are as specific as possible, be aware that additional information, studies, design plans, agency coordination and consultation letters, etc. may be needed on a case-by-case basis depending on the project's specific scope of work and location. These items will help FEMA determine the proposed project's potential to affect natural and cultural resources such as species and critical habitats, migratory flyways, floodplains, wetlands, water and air quality, archeological and historic resources, and viewsheds, to name a few. Note, the applicant and/or sub-applicant should no longer consult directly with the Louisiana State Historic Preservation Office (SHPO) unless FEMA has delegated this authority in writing to SHPO and the applicant/subapplicant. In most cases, FEMA will consult with SHPO directly and as needed on all HMA projects upon receipt of a complete application. The applicant and/or sub-applicant should not consult directly with federally recognized tribes. FEMA will consult with tribes directly as needed during the project review process.

Note: because the specific mitigation activity to be implemented in Phase 02 has not yet been determined, the Police Jury has included information regarding all possible options in this Appendix. It is possible that not all options presented here will be applicable to Phase 02.

Road/Bridge Elevation

- Scope of Work Details:
 - Start and End GPS for project site(s).
 - Date of construction for all facilities such as culverts and bridges within the project area.
 - Current and proposed elevation height.
 - Describe dimensions, acreage, depth of any ground-disturbance.
 - Describe any temporary access roads and staging areas that would be required.
 - Describe impacts to traffic.
 - If stream work is involved, is the current stream natural or altered by manmade structures (dams, weirs, concrete lining, culverts, rip rap, etc.)? What length of natural channel will be modified and what are the modifications? If current channel is already modified, what additional improvements are proposed? Are any streams being rerouted? Explain in detail the location and mechanisms for achieving.
 - Describe any current or proposed bank stabilization measures. FEMA recommends incorporating bioengineering techniques (use of vegetation or a combination of vegetation and construction materials; the use of living and non-living plant materials in combination with natural and synthetic support materials).
 - What is the capacity of any existing waterway system within the area of impact and what will be the capacity of the proposed new system?
 - Will property/right of way need to be acquired for project? If so who owns property and are they a willing seller?

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- When feasible, provide design plans, maps, drawings, photos, etc. to illustrate work to be completed.
 - If available, biological surveys, site assessments, or other studies that may assist in environmental review.
 - Photos of the structures in the project area that are 45 years old or older. Photos should include at least one overall photo of the building from the front. They should be submitted digitally and be at least 300 dpi.
- Agency Consultation Letters:
 - If project located within a wetland or other water of the United States, USACE response including any permit documentation. If USACE requires an individual permit under the Clean Water Act, the permit will need to be secured prior to EHP approval of the HMA project.
 - Local floodplain administrator response if project in or affects the floodplain.
- If project is in the floodplain:
 - Projects in the floodplain or that will impact the floodplain will require that the Sub-Applicant notify the public under Executive Order 11988 Floodplain Management. Please provide FEMA with documentation of the public notice (date and media—paper, radio, public meeting, posing in a public building, etc.).
 - Projects in the floodplain or that will impact the floodplain will require a determination of whether or not the project will have negative upstream and downstream impacts. In order to make this determination, FEMA will request a Hydraulic and Hydrologic Engineering Study.
 - Projects within a mapped floodway or an undesignated floodway are subject to the conditions found in 44 CFR 9.11(4): There shall be no encroachments, including fill, new construction, substantial improvements of structures or facilities, or other development within a designated regulatory floodway that would result in any increase in flood levels within the community during the occurrence of the base flood discharge. Until a regulatory floodway is designated, no new construction, substantial improvements, or other development (including fill) shall be permitted within the base floodplain unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community. Compliance with this regulation must be included in the H&H study.

Drainage and Channelization

- Scope of Work Details:
 - GPS coordinates and address (if available) for project site(s), including staging areas and temporary access roads.
 - Date of construction for existing drainage structures and/or bridges if affected.
 - Is the project an upgrade to an existing system or does it involve the installation of a new drainage system? Explain any drainage that is already in place in the project area (ditches, curb and gutter sewers, pumps, etc.).
 - If stream work is involved, is the current stream natural or altered by manmade structures (dams, weirs, concrete lining, culverts, rip rap, etc.)? What length of natural channel will be modified and what are the modifications? If current channel is already modified, what additional improvements are proposed? Are any streams being rerouted? Explain in detail the location and mechanisms for achieving.
 - Describe any current or proposed bank stabilization measures. FEMA recommends incorporating bioengineering techniques (use of vegetation or a combination of vegetation and

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construction materials; the use of living and non-living plant materials in combination with natural and synthetic support materials).

- If a detention pond is being excavated, describe current land use at proposed site.
- Acreage, depth of new ground-disturbance and excavation.
- Linear feet of stream improvements if applicable.
- What is the capacity of any existing system and what will be the capacity of the proposed new system?
- Describe where the water will ultimately discharge (an existing water main, a channel, a detention pond, etc.) Does the receiving system have enough capacity to handle the new increase in flow?
- Will property need to be acquired for project? If so, who owns property and are they a willing seller?
- When feasible, design plans, maps, drawings, photos, etc. to illustrate work to be completed.
- Photos of structures in the project area 45 years old and older are required. Photos should include at least one overall photo of the building from the front. They should be submitted digitally and be at least 300 dpi.
- If available, biological surveys, site assessments, or other studies that may assist in environmental review.
- Agency Consultation Letters:
 - If project located within a wetland or other water of the United States, USACE response including any permit documentation. If USACE requires an individual permit under the Clean Water Act, the permit will need to be secured prior to EHP approval of the HMA project.
 - Local floodplain administrator response if project in or affects the floodplain.
- If project in the floodplain:
 - Drainage projects in the floodplain or that will impact the floodplain will require that the Sub-Applicant notify the public under Executive Order 11988 Floodplain Management. Please provide FEMA with documentation of the public notice (date and media—paper, radio, public meeting, posting in a public building, etc.).
 - Drainage projects in the floodplain or that will impact the floodplain will require a determination of whether or not the project will have negative upstream and downstream impacts. In order to make this determination, FEMA will request a Hydraulic and Hydrologic Engineering Study.
 - Projects within a mapped floodway or an undesignated floodway are subject to the conditions found in 44 CFR 9.11(4): There shall be no encroachments, including fill, new construction, substantial improvements of structures or facilities, or other development within a designated regulatory floodway that would result in any increase in flood levels within the community during the occurrence of the base flood discharge. Until a regulatory floodway is designated, no new construction, substantial improvements, or other development (including fill) shall be permitted within the base floodplain unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point

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within the community. Compliance with this regulation must be included in the H&H study.

Bank Stabilization

- Scope of Work Details
 - GPS coordinates and address (if available) for project site(s), including staging areas and temporary access roads.
 - Date of construction for existing drainage structures and/or bridges if affected.
 - Acreage, depth of new ground-disturbance and excavation.
 - What length of channel will be modified and what are the modifications?
 - Describe any current or proposed bank stabilization measures. FEMA recommends incorporating bioengineering techniques (use of vegetation or a combination of vegetation and construction materials; the use of living and non-living plant materials in combination with natural and synthetic support materials).
 - Will property/right of way need to be acquired for project? If so who owns property and are they a willing seller?
 - When feasible, design plans, maps, drawings, photos, etc. to illustrate work to be completed.
 - If available, biological surveys, site assessments, or other studies that may assist in environmental review
 - Photos of structures in the project area 45 years old or older are required. Photos should include at least one overall photo of the building from the front. They should be submitted digitally and be at least 300 dpi.
- Agency Consultation Letters:
 - USACE response including any permit documentation. If USACE requires an individual permit under the Clean Water Act, the permit will need to be secured prior to EHP approval of the HMA project.
 - Local floodplain administrator response if project in or affects the floodplain.
- If project is in the floodplain:
 - Projects in the floodplain or that will impact the floodplain will require that the Sub-Applicant notify the public under Executive Order 11988 Floodplain Management. Please provide FEMA with documentation of the public notice (date and media—paper, radio, public meeting, posing in a public building, etc.).
 - Projects in the floodplain or that will impact the floodplain will require a determination of whether or not the project will have negative upstream and downstream impacts. In order to make this determination, FEMA will request a Hydraulic and Hydrologic Engineering Study.
 - Projects within a mapped floodway or an undesignated floodway are subject to the conditions found in 44 CFR 9.11(4): There shall be no encroachments, including fill, new construction, substantial improvements of structures or facilities, or other development within a designated regulatory floodway that would result in any increase in flood levels within the community during the occurrence of the base flood discharge. Until a regulatory floodway is designated,

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no new construction, substantial improvements, or other development (including fill) shall be permitted within the base floodplain unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community. Compliance with this regulation must be included in the H&H study.

Extraordinary Circumstances

If any of the following circumstances exist with any project, an Environmental Assessment is likely required. This list is not all inclusive and other project complexities may trigger an Environmental Assessment. FEMA will make the determination as to whether an Environmental Assessment is necessary.

- i. A potentially significant effect on public health or safety.
- ii. A potentially significant effect on species or habitats protected by the ESA, Marine Mammal Protection Act, Migratory Bird Treaty Act, Magnuson-Stevens Fishery Conservation and Management Act, or other law protecting a species or habitat.
- iii. A potentially significant effect on historic properties (e.g., districts, sites, buildings, structures, or objects) that are listed in or eligible for listing in the National Register of Historic Places, affects traditional cultural properties or sacred sites, or leads to the loss or destruction of a significant scientific, cultural, or historical resource.
- iv. A potentially significant effect on an environmentally sensitive area.
- v. A potential or threatened violation of a Federal, State, or local law or requirement imposed to protect the environment. Some examples of other requirements to consider are: a local noise control ordinance; the requirement to conform to an applicable State Implementation Plan for air quality standards; Federal, Tribal, State, or local requirements to control hazardous or toxic substances; and environmental permits.
- vi. An effect on the quality of the human environment that is likely to be highly controversial in terms of scientific validity, likely to be highly uncertain, or likely to involve unique or unknown environmental risks. This also includes effects that may result from the use of new technology or unproven technology. Controversy over, including public opposition to, a proposed action absent any demonstrable potential for significant environmental impacts does not itself constitute an extraordinary circumstance.
- vii. Extent to which a precedent is established for future actions with significant effects.
- viii. Significantly greater scope or size than normally experienced for this particular category of action.
- ix. Potential for significant degradation of already existing poor environmental conditions. Also, initiation of a potentially significant environmental degrading influence, activity, or effect in areas not already significantly modified from their natural condition.
- x. Whether the action is related to other actions with individually insignificant, but cumulatively significant impacts.