



JEFFERSON COUNTY DRAINAGE DISTRICT NO.6

Karen J. Stewart, MBA, Chief Business Officer

6550 Walden Rd., Beaumont, Texas 77707 Phone: 409-842-1818

Legal Notice

Request for Qualifications Environmental Services for Grant Application Development

December 2, 2020

Dear Firms:

Jefferson County Drainage District No. 6 is seeking submittals in response to this Request for Qualifications (RFQ) from qualified firms to provide Environmental Services for Grant Application Development for 2020 Flood Mitigation Assistance Grant Funding.

All interested firms shall obtain a "Request for Qualifications" packet from the Jefferson County Drainage District No. 6 web site at www.dd6.org/purchasing/bid-specs/bids or request a copy via email to kstewart@dd6.org.

All responses shall be submitted with an original and three (3) copies of their submittal to the address shown below. The District does not accept submittals submitted electronically. Late submittals will be rejected as non-responsive. Submittals will be publicly opened and only the names of responding firms will be read aloud in the Jefferson County Drainage District No. 6 boardroom at the time and date below. Responders are invited to attend the administrative sealed RFQ opening.

All responses shall be submitted to the Purchasing Agent in a sealed envelope marked:

| | |
|----------------------------|---|
| Request NAME: | Environmental Services for Grant Application Development for 2020 FMA Grant Funding. |
| Request NO: | RFQ 20-040/KJS |
| DUE DATE/TIME: | 2:00 PM, December 28, 2020 |
| MAIL OR DELIVER TO: | Jefferson County Drainage District No. 6 6550 Walden Rd. Beaumont, Texas 77707 |

Any questions relating to these requirements should be directed to Karen J. Stewart, Purchasing Agent kstewart@dd6.org

Sincerely,

Karen J. Stewart, MBA, CTPM
Business Manager: Purchasing Agent
Jefferson County Drainage District No. 6
Publish: Beaumont Enterprise Friday December 4th and Friday December 11th, 2020

RFQ 20-040/KJS

ENVIRONMENTAL SERVICES FOR GRANT APPLICATION DEVELOPMENT

1. INTRODUCTION

Jefferson County Drainage District No. Six, hereinafter referred to as the District, seeks submittals in response to this Request for Qualifications (RFQ) from qualified firms to provide Environmental Services for the purpose of 2020 Flood Mitigation Assistance Grant Application Development. The Federal Emergency Management Agency (FEMA) makes federal funds available through the Flood Mitigation Assistance (FMA) grant program to states, local communities, tribes and territories (SLTTs) to reduce or eliminate the risk of repetitive flood damage to buildings and structures insured under the National Flood Insurance Program (NFIP). The FMA grant program strengthens national preparedness and resilience and supports the mitigation mission area through FEMA's strategic goal of building a culture of preparedness.

The District has proposed projects which will require compliance with FEMA Grant Application requirements and the National Environmental Policy Act (NEPA). The selected environmental firm will inspect proposed project areas for environmental impacts including wetlands, cultural resources, threatened or endangered species, and other natural resources, and prepare all reports necessary to meet FEMA and NEPA requirements.

2. OVERVIEW

All of the District proposed projects for grant development will be flood control projects and will predominantly consist of:

- Drainage ditch enlargement
- Ditch crossing enlargement
- Detention basin construction
- Underground culvert installation
- Disposing of excavated material

3. POTENTIAL SCOPE OF SERVICES

- Environmental Constraints Level Analysis
- Environmental Site Assessments conforming to ASTM E-1527-13 for fee simple property acquisitions
- Conduct Endangered Species reviews
- Conduct Cultural Resources reviews
- Conduct Cultural Resources Surveys as required by the Texas Historical Commission under the Antiquities Code of Texas
- US Army Corps of Engineers Section 404 Permitting, as required
- Prepare mitigation plans as required
- Environmental Document preparation (EA or CE) in accordance with FEMA's NEPA Implementation Instruction Manual 023-01-001-01, Revision 01 (it is not anticipated that any project will elevate to the EIS level)
- Coordination with floodplain administrators, as necessary

- Coordination with applicable federal and state natural resource agencies, including the Texas Parks and Wildlife Department, United States Army Corps of Engineers, Texas Historical Commission, United States Fish and Wildlife Service, Texas Commission on Environmental Quality, Natural Resources Conservation Service.

4. RESPONSE TO REQUEST FOR QUALIFICATIONS

Each proponent should submit a detailed response to this RFQ and the detailed response should be referenced to the specific sections of this RFQ. The response should include sufficient information to enable Jefferson County Drainage District No. 6 to fully evaluate the capabilities of the proponent and its approach to providing the specified services.

- i. Proponent's Team and Qualifications. The response should at a minimum address the following:
 - a. The proponent's full name, the proponent's type of business organization, the address of the proponent's principal office, and the address of the proponent's office that will be responsible for this matter.
 - b. History of the proponent, including number of years it has been in business, number of employees, present ownership and key management individuals.
 - c. Identify key staff to be assigned to this project and describe their professional qualifications (to include licenses, certifications, associations) and relevant experience.
 - d. Identify any subcontractors that are included as part of the proposed team, their role and related experience.
 - e. Describe the proponent's experience relevant to the potential scope of services as described by this RFQ.
 - f. Provide an organizational chart of the proponent and the personnel who will be assigned to the project.
 - g. Identify any additional skills, experiences, qualifications of the proponent or the team you wish to be considered.
 - h. Resumes of all individuals identified in the response should be included in Appendix A and limited to one page per person, except for key personnel, which should be limited to two pages each.
- ii. Proponent's Past Performance. The response should at a minimum address the following:
 - a. List and describe relevant projects of similar size and scope performed over the past ten years. Identify the project owner, contact name, current phone number and e-mail address.
 - b. Demonstrated record of performance, including completion schedule and quality of work product.
 - c. Demonstrate the proponent's experience in FEMA funded projects, specifically in gaining environmental approvals from FEMA.
 - d. List record of terminations for cause and/or defaults; disciplinary action, including suspension; safety record; client references; awards, and commendations.

iii. Format of Response

- a. Responses are limited to a maximum of 18 pages per qualifications statement. A single side equals a single page. Appendices, such as resumes and the Qualifications Certification Sheet, do not count toward the page limit. The District reserves the right to include all or any part of the proponent's response in the final agreement.
- b. Responses should be clear, concise and complete. They should be submitted using 8 ½" x 11" portrait format. The minimum font size used shall be 11 point. Illustrations, if required, may be submitted on 11" x 17" sheets. 11" x 17" sized pages will count as **two pages** toward the maximum page limit. Responses must be securely bound by any means except by 3-ring binders and paper/binder clips.
- c. Each of the six sections listed below should include tabbed dividers labeled 1, 2, 3, etc. The tabbed dividers do not count toward the overall page count. The statement of qualifications should be organized in the same sequence as noted in the table below in order to expedite the evaluation:
 - Cover Letter. Provide a cover letter summarizing the proponent's qualifications. The letter should be signed by an authorized representative of the proponent. Insert the Qualifications Certification Sheet (see the form included below Part 8) immediately after the cover letter.
 - Proponent's Team & Qualifications. Address the requirements included in Section.
 - Proponent's Past Performance. Address the requirements included in Section 4 paragraph ii.
 - Appendix A – Resumes of Team. Include resumes of designated team members.

5. PROJECT SCHEDULE

i. Schedules and Deadlines

- Services to initiate in FY 18. Specific task schedules shall be established by the District to correspond to FEMA guidance, FEMA grant application periods, and FEMA required performance period of awarded grants.

ii. District Holidays – 2020:

| | | |
|------------------|-------------------|-----------------------------|
| January 1 | Wednesday | New Year's |
| January 20 | Monday | Martin Luther King, Jr. Day |
| February 17 | Monday | President's Day |
| April 10 | Friday | Good Friday |
| May 25 | Monday | Memorial Day |
| July 3 | Friday | Independence Day |
| September 7 | Monday | Labor Day |
| November 11 | Wednesday | Veteran's Day |
| November 26 & 27 | Thursday & Friday | Thanksgiving |
| December 24 & 25 | Thursday & Friday | Christmas |
| January 1, 2021 | Friday | New Year's |

iii. Submissions During Time of Inclement Weather, Disaster, or Emergency

In case of inclement weather or any other unforeseen event causing the District to close for business on the date of a bid/proposal/statement of qualifications submission deadline, the bid closing will automatically be postponed until the next business day that District offices are open to the public. Should inclement weather conditions or any other unforeseen event cause delays in courier service operations, the District may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the firm to notify the District of their interest in the project should these conditions impact their ability to submit a statement of qualifications submission before the stated deadline. The District reserves the right to make the final judgement call to extend any deadline.

Should an emergency or unanticipated event interrupt normal District processes, and statement of qualifications submissions cannot be received by the District's Purchasing Agent by the exact time specified in the RFQ and urgent District requirements preclude amendment to the RFQ, the time specified for receipt of qualifications will be deemed to be extended to the same time of day specified in the solicitation on the first business day on which normal District processes resume.

6. EVALUATION CRITERIA

The submittals received will be evaluated and ranked according to the following criteria:

| <u>Criteria</u> | <u>Maximum Points</u> |
|-------------------------|---------------------------|
| Team and Qualifications | 45 |
| Past Performance | 40 |
| Capacity to Perform | <u>15</u> |
| Total | 100 |

For this RFQ, Respondent's qualifications will be evaluated, and **the most qualified** Respondent will be selected, subject to negotiation of fair and reasonable compensation.

- For costs of professional services that will exceed \$75,000, negotiations, including profit as a percentage of the price of the contract, must occur after the initial selection of the consultant as price cannot be used as a selection factor. (See 2 CFR 200.320(d)(5)). Upon the initial selection of the Respondent based on its demonstrated competence and qualifications to perform such services, the Respondent must disclose and certify the percentage of profit as a separate element of the price of the contract during its negotiations with the Grant Recipient to determine fair and reasonable compensation.

7. LAWS AND REGULATIONS

The Selected Firm awarded services under this RFQ must comply with all laws, ordinances, and rules and regulations which govern the work specified in this contract.

8. GENERAL INSURANCE REQUIREMENTS

| | | |
|------|--|-------------|
| I. | Commercial General Liability Limits: | |
| | Each Occurrence | \$1,000,000 |
| | Fire Damage to Rented Premises | \$ 100,000 |
| | Medical Expenses | \$ 5,000 |
| | Personal & Adv. Injury | \$1,000,000 |
| | General Aggregate | \$2,000,000 |
| | Products-Comp/Ops Aggregate | \$2,000,000 |
| II. | Auto Liability Limits: | |
| | Combined Single Limits for Owned, Hired & Non-Owned | \$1,000,000 |
| III. | Umbrella Liability Limits: | |
| | Each Occurrence | \$1,000,000 |
| | Aggregate | \$1,000,000 |

Worker's Compensation Limits:

| | |
|-----------------------|----------------------------|
| Workers' Compensation | Statutory |
| Employer's Liability | \$ 500,000/500,000/500,000 |

Prior to commencement of work, Firms shall furnish ACORD 25 (2010/05) certificates verifying coverage and limits outlined above and other provision set forth below. Such insurance shall be provided by carriers rated by AM Best & Company and deemed acceptable by the District.

Certificates shall document Waiver of Subrogation provisions in favor of the District on Commercial General Liability, Auto Liability, Umbrella Liability, and Workers Compensation policies.

Certificates shall document Additional Insured provisions in favor of the District on Commercial General Liability, Auto Liability, and Umbrella Liability policies.

Certificates shall document reasonable cancellation provisions to protect the interests of the District.

Coverage and Limits set forth above are minimum requirements and may be adjusted by the District to include higher limits and other coverage such as Professional Liability, Pollution Liability, USL&H, Jones Act, and Protection & Indemnity.

Please direct Certificates of Insurance to the attention of Paula Anderson, Administrative Assistant for approval and further handling.

Paula Anderson, Administrative Assistant
Jefferson County Drainage District No. 6
6550 Walden Rd. / P.O. Box 20078, Beaumont, Texas 77720
E-mail: pkanderson@dd6.org Phone: (409) 842-1818

9. ADDITIONAL INFORMATION

Respondents shall provide a listing of all current litigation(s), outstanding judgements and liens affecting the firm.

10. TERMS AND CONDITIONS

- a. The District reserves the right to request clarification of information submitted and to request additional information of one or more applicants.
- b. Any agreement or contract resulting from this RFQ shall be on forms approved by the District and shall contain, at minimum, applicable provisions of this document. The District reserves the right to reject any response that does not conform to this document and any District requirements and contracts.
- c. The Selected Firm shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the District.
- d. No reports, information, or data given to or prepared by the Selected Firm under contract shall be made available to any individual or organization by the Selected Firm without the prior written approval of the District.

e. **Vendor Registration: SAM (System for Award Management).**

Vendors doing business with Jefferson County Drainage District No. 6 are **required** to be registered with The System for Award Management (SAM), with an "active" status. The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site.

Entities may register at no cost directly from the SAM website at: <https://www.sam.gov>

[Respondents are strongly encouraged to review their firm's SAM \(System for Award Management\) status prior to Qualifications Submission.](#)

f. Awarded Firm(s): Submission of FORM 1295 (Texas Ethics Commission)

As of January 1, 2016, per House Bill 1295, the Texas Ethics Commission (TEC) requires **all awarded vendors** to complete a Certificate of Interested Parties (FORM 1295) at time of notification of award. **Awarded Vendors** (for contracts under this RFQ) must visit the TEC website link below, enter the required information on Form 1295, and print a copy of the completed form. The form will include a certification of filing that will contain a unique certification number.

At the time of award, the District Purchasing Agent will submit a request to the Awarded Firm (for a contract under this RFQ) to both:

1. Submit FORM 1295 online via the Texas Ethics Commission website link below.
2. Submit a printed copy of FORM 1295, signed by an Authorized Agent of the Awarded Vendor and notarized to the District Purchasing Agent.

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

g. Minority-Women Business Enterprise Participation

It is the desire of the District to increase the participation of Minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the District does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms.

11. FEMA MANDATED CONTRACT CLAUSES

If applicable to the work and services being performed by CONTRACTOR under the parties' AGREEMENT, the following provisions are adopted and form part of this AGREEMENT:

15.1 Damages, 2 CFR §200.326 Appendix II to Part 200 (A)

- A. All work to be performed under this AGREEMENT shall be timely commenced. A breach of this AGREEMENT by Contractor would cause substantial delay in the completion of the required services affecting the safety and welfare of the public.
- B. In the event of Contractor's breach of its performance obligations, the District shall have all rights and remedies against Contractor as provided by law.

15.2 Termination of Rights, 2 CFR §200.326 Appendix II to Part 200(B)

Termination for Convenience: Whenever the interests of the District so require, the District may terminate the parties' Agreement, in whole or in part, for the convenience of the District. The District shall give Contractor thirty (30) days prior written notice of termination specifying the portions of the Agreement to be terminated and when such termination will become effective. If only portions of the parties' agreement are terminated, Contractor has the right to withdraw from the parties' Agreement, without adverse action or claims. In the event of a termination for

convenience by the District, Contractor shall be entitled to payment for all work and services performed by it up to the effective date of such termination.

Termination for Cause: The District may, by written notice of default to Contractor, terminate the parties' Agreement, in whole or in part, if the Contractor fails to satisfactorily perform any provisions of the parties' agreement after a period of ten (10) following Contractor's receipt of a Notice of Deficiency provided by the District.

15.3 Equal Employment Opportunity Clause (2 CFR §200.326 Appendix II to Part 200 (C))

If applicable to the work and services performed by CONTRACTOR under the AGREEMENT, during the performance of the AGREEMENT, CONTRACTOR shall comply with the Equal Employment Opportunity Clause (41 CFR 60-1.4(b)):

- A. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. 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, 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. AGREEMENTOR 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.
- B. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- C. CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other agreement 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.
- D. 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.
- E. 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 for purpose of investigation to ascertain compliance with such rules, regulations, and orders.
- F. In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clauses of this AGREEMENT or with any of the said rules, regulations or orders, this AGREEMENT 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.

- G. CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of subparagraphs 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or contractor. 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 CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or contractor 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 interest of the United States.

15.4 Contract Hours and Safety Standards Act, 2 CFR §200.326 Appendix II to Part 200 (E) (40 U.S.C. 3701-3708)

Contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor and its subcontractors shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

- 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 (A) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) 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 (A) of this section.
- C. Withholding for unpaid wages and liquidated damages. The GOVERNMENT shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor,

or any other federally-assisted contract subject to the Contract Work.

Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.

- D. The contractor and subcontractor shall insert in any subcontract the clauses set forth in paragraphs (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

15.5 Rights to Inventions Made Under A Contract or Agreement, 2 CFR §200.326 Appendix II to Part 200 (F)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT and if the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the GOVERNMENT wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the GOVERNMENT must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business."

15.6 Clean Air Act and Federal Pollution Control ACT, 2 CFR §200.326 Appendix II to Part 200 (G)

CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

CONTRACTOR shall include the foregoing requirements in each subcontract exceeding \$100,000.

15.7 Energy Efficiency and Conservation, 2 CFR §200.326 Appendix II to Part 200 (H)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT, CONTRACTOR shall comply with the mandatory standards and policies of the state regulation promulgated in accordance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

15.8 Debarment and Suspension, 2 CFR §200.326 Appendix II to Part 200 (I)

- A. This AGREEMENT is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the CONTRACTOR is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- B. The CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- C. This certification is a material representation of fact relied upon by GOVERNMENT. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to GOVERNMENT, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- D. The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C AGREEMENT is valid and throughout the period of performance. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

15.9 Byrd Anti-Lobbying Amendment, 2 CFR §200.326 Appendix II to Part 200 (J)

CONTRACTOR must file with the GOVERNMENT 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 must 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 non-Federal award. If not provided with the bid response, CONTRACTOR must complete and submit the Certification Regarding Lobbying Form.

15.10 Procurement of Received Materials, 2 CFR §200.326 Appendix II to Part 200 (K) and 2 CFR §200.322)

- A. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-
 - a. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b. Meeting contract performance requirements; or
 - c. At a reasonable price.

- B. Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products/htm>.

15.11 Agreements With Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms(2 CFR §200.321)

Should the CONTRACTOR subcontract any of the work under this AGREEMENT, CONTRACTOR shall take the following affirmative steps: place qualified small and minority businesses and women's business enterprises on solicitation lists; assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and use 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.

15.12 Access To Records

- A. CONTRACTOR agrees to provide GOVERNMENT, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this AGREEMENT for the purposes of making audits, examinations, excerpts, and transcriptions.
- B. CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

15.13 Seal, Logo and Flags

CONTRACTOR shall not use the U.S. Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of the U.S. Department of Homeland Security's agency officials without specific FEMA preapproval.

15.14 Compliance With Federal Law, Regulations and Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund the AGREEMENT only. CONTRACTOR will comply will all federal law, regulations, executive orders, FEMA policies, procedures, and directives. See also Requests for Submittals at page 24, Section 3.4, subparagraph 5.

15.15 No Obligation By Federal Government

The Federal Government is not a party to this AGREEMENT and is not subject to any obligations or liabilities to GOVERNMENT, CONTRACTOR, or any other party pertaining to any matter resulting from the contract.

15.16 Program Fraud and False or Fraudulent Statements or Related Acts
CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR'S actions pertaining to this contract.

Vendor Reference

Please list at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided.

| REFERENCE ONE | |
|---------------------------|----------------|
| Government/Company Name: | |
| Address: | |
| Contact Person and Title: | |
| Phone: | Fax: |
| Email Address: | |
| Contract Period: | Scope of Work: |

| REFERENCE TWO | |
|---------------------------|----------------|
| Government/Company Name: | |
| Address: | |
| Contact Person and Title: | |
| Phone: | Fax: |
| Email Address: | |
| Contract Period: | Scope of Work: |

| REFERENCE THREE | |
|---------------------------|----------------|
| Government/Company Name: | |
| Address: | |
| Contact Person and Title: | |
| Phone: | Fax: |
| Email Address: | |
| Contract Period: | Scope of Work: |

**Respondent Must Complete and Return This Page With Offer
Signature Page**

By submitting a response to this solicitation, the undersigned certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred contractors. In the event of placement on the list between the time qualifications submission and time of award, the undersigned will notify the District Purchasing Agent. Failure to do so may result in terminating a contract for default.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared these qualifications in collusion with any other respondent, and that the contents of these qualifications as to prices, terms or conditions of said qualifications have not been communicated by the undersigned nor by any employee or agent to any other respondent or to any other person(s) engaged in this type of business prior to the official opening of these qualifications. And further, that neither the respondent nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to respond or not to respond thereon.

Firm (Entity Name)

Signature

Street & Mailing Address

Print Name

City, State & Zip

Date Signed

Telephone Number

Fax Number

E-mail Address

Respondent Must Return Completed Form with Offer

Respondent's Certification

I have carefully examined the Request for Statements of Qualifications, Scope of Services Background, and any other documents accompanying or made a part of this Request for Qualifications.

I hereby propose to furnish the services specified in the Request for Qualifications. I agree that my proposal will remain firm for a period of up to 120 days in order to allow the District adequate time to evaluate the qualifications submitted.

I verify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that these qualifications are made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same service: no officer, employee or agent of the District or any other Respondent is interested in said proposal: and that the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

NAME OF BUSINESS

BY:

Sworn to and subscribed before me
this _____ day of
_____, 2020

SIGNATURE

NAME & TITLE, TYPED OR PRINTED

Notary Public

MAILING ADDRESS

State of _____

CITY, STATE, ZIP CODE

My Commission Expires: _____

(_____) _____
TELEPHONE NUMBER