



JEFFERSON COUNTY DRAINAGE DISTRICT NO. 6
Karen J. Stewart, MBA, CTCD/CTCM Chief Business Officer

6550 Walden Rd., Beaumont, Texas 77707 Phone: 409-842-1818 Fax: 409-842-2729

LEGAL NOTICE
Advertisement for Invitation for Bids

July 15, 2022

Dear Firms:

Jefferson County Drainage District No. 6 is seeking submittals in response to this Request for Qualifications (RFQ) from qualified firms to provide Professional Services- Property Appraisals for various projects to be identified on an as needed basis throughout the District. These services may be funded in whole or in part, with Federal or State dollars (provided by various grant funds), or other funding sources.

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

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

All qualifications shall be submitted to the Purchasing Department in a sealed envelope marked:

Request NAME:	Professional Services- Property Appraisals
Request NO:	RFQ 22-018/KJS
DUE DATE/TIME:	2:00 PM, August 11, 2022
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, Chief Business Officer kstewart@dd6.org Respondents are strongly encouraged to carefully read the entire invitation.

A handwritten signature in black ink, appearing to read "Karen J. Stewart", is written over a circular stamp that matches the Jefferson County Drainage District No. 6 logo.

Karen J. Stewart, MBA, CTCD/CTCM
Chief Business Officer
Jefferson County Drainage District No. 6, Texas

Publish: Examiner July 21 and July 28th, 2022

Request for Statements of Qualification (RFQ 22-018/KJS)
Professional Services- Property Appraisals

Section 1. Introduction:

Jefferson County Drainage District No. 6 (the District) is seeking qualifications from interested and qualified real estate appraisers to perform appraisals within the jurisdictional boundaries of the District. Appraisals are required for the purpose of determining current fair market values in fee simple interest.

To qualify for selection, respondents must meet a set of minimum qualifications to provide appraisal services for the purpose of assisting the District in evaluating the subject property for potential purchase, or for drainage/access ROW acquisition.

Section 2. Scope of Services

The District will place strong emphasis on working with a firm that has extensive experience in Real Estate and property appraisal services. The property appraiser should be current on the most recent state and federal laws with regard to appraisals. The proposer must be a State Certified General Real Estate Appraiser certified by the Texas Appraiser Licensing and Certification Board and possess knowledge and experience working with the three acceptable methodologies for determining value of property. The firm must demonstrate capability in providing property appraisals and information suitable for use in determining Fair Market Value in Fee Simple Interest.

Property Appraisers need to provide real property appraisal services for various projects, to be determined. Services will include the preparation of an appraisal report, providing a description of the physical characteristics of the property being appraised, description, photographs, location maps, comparable sales, and any other analysis and conclusions as required by the standards of practice for the District.

Property Appraisers must:

1. be led by a principal or partner of an established professional firm or organization;
2. Have demonstrated ability to work successfully with government entities including:
3. No previous record of default on a government contract;
4. No applicant entity, or principal thereof, may be awarded a Federal contract if subject to a debarment, suspension, or limited denial of participation under 24 CFR Part 24;
5. No formal debarment or suspension from entering into contracts with a governmental agency or other notification of ineligibility or prohibition against bidding or proposing on government contracts; and
6. A clear understanding of, and ability to comply with, state, federal, and grant funding requirements which may apply to selected projects

Section 3. Appraisal Report Format And Process

Appraisal Reports shall comply with the reporting requirements set forth in the *Uniform Standards of Professional Appraisal Practice* (USPAP) and additionally the following process and format.

Letter of Transmittal

The letter of transmittal should include the following:

1. A statement identifying the type of appraisal report submitted
2. Property identification
3. Purpose of the appraisal and intended use

4. Effective date of value or range of value
5. Extraordinary assumptions and limiting conditions
6. Opinion of the estimated value
7. A statement certifying that the appraisal was completed in conformity with the most current version of the Uniform Standards of Professional Appraisal Practice ("USPAP"), the Code of Ethics of the Appraisal Institute and the Financial Institutions Reform, Recovery and Enforcement Act ("FIRREA")

Introduction

1. The Appraisal Report should include the following, at a minimum:
2. Table of Contents
3. Certification
4. Certification of the Qualifications of Appraiser(s)
5. Letter of Authorization Stating the Requested Work or a Copy of this Agreement

Conflict of Interest

6. The Certification must include a statement indicating that the appraiser has no direct or indirect interest in the Property, financial or otherwise.

Premises of the Appraisal Report

Scope of Work and Report Format

The Appraisal Report must describe in a separate paragraph and in a prominent section of the Report, the problem to be solved, the appraiser's determination of the work necessary to develop credible assignment results, and the scope of work. The three approaches to value should be used in each appraisal unless an approach is not applicable and not typically used in developing the value opinion, in which event the report must indicate any approach not used and explain why.

The District must be permitted, in its discretion, to share the report with third parties. The appraisal report may be subject to public disclosure under the Texas Public Information Act (Texas Government Code, Chapter 552) or under other statutory provisions. THE DISTRICT strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General regarding the disclosure of appraisal reports and information.

Definition of Market Value

Only one Market Value definition is acceptable. This definition is found in the FIRREA regulations, in *The Appraisal of Real Estate 12th Edition* and is compatible with the definition of market value cited in the current edition of *The Dictionary of Real Estate Appraisal*. The term "Market Value" should be defined in the Contractor's report as:

"The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition are the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. buyer and seller are typically motivated;
2. both parties are well informed or well advised, and acting in what they consider their best interests;
3. a reasonable time is allowed for exposure in the open market;

4. payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and
5. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.”

On rare occasions this definition may not apply to an appraisal assignment. Whenever the appraiser determines that it is necessary to define Market Value in a different fashion, or if the assignment is to appraise the subject property for a different value, the appraiser is required to inform the District before completing the report and must arrive at a definition that is acceptable to the District.

Property Rights Appraised

The Appraisal Report is required to identify the real estate and the specific realty interest being appraised, i.e., fee simple, leased fee, leasehold.

6. Fee Simple – Typically owner occupied – no leases. A capitalized value of market rent will typically reflect fee simple value in the income capitalization approach.
7. Leased Fee – Lessor's/owner's interest in leased property. Whenever a property is encumbered by any type of lease or leases, the appraisal must indicate the leased fee value of the property.
8. Leasehold – Tenant's interest subject to the terms and conditions of a lease. This value may be positive or negative and is determined by comparing the contract rental rate to the market rate.

Whenever a Property is encumbered with a lease or leases, both the Leased Fee and Leasehold Values must be identified, together with an explanation of and adjustments for either a negative or positive Leasehold Value.

Assumptions & Limiting Conditions

Contractor will identify and explain all Assumptions and limiting conditions in the Appraisal Report. Some properties, especially proposed developments, or some requests for a particular type of valuation, may require an expansion of the assumptions. However, the assumptions and limiting conditions in the Appraisal Report must not be so broad that they invalidate or render the estimated value as meaningless. However, the Appraisal Report must mention any extraordinary assumptions or hypothetical conditions. The appraiser is required to inform the District before completing the report and must arrive at a list of extraordinary assumptions or hypothetical conditions that is acceptable to the District.

Scope of the Appraisal

The appraiser should clearly state the correct function of the appraisal and describe the scope of the appraisal assignment. There are seven key assignment elements that must be used in making the scope of work decision. They are intended use, intended user, type and definition of value, subject property, relevant property characteristics, effective date, and assignment conditions. The first three elements are the dominant concepts. Intended use and users provide the appraiser with an objective basis for deciding how much information and analysis to include in the development and reporting processes. The definition of value provides the basis for determining what kind of information and analysis to include in these processes. The intended use and definition of value are both used to determine relevant characteristics. When any of the above listed information is absent, the appraiser will confirm with the District. In addition, the appraiser must be able to explain to intended users or the appraiser's peers, the reason for excluding any information or procedure that would appear to be relevant.

Appropriate Date of Value

The Appraisal Report must state the date of value, which may be different from the date on the letter of transmittal; typically, the “as is” value, subject to all current market, environmental and property conditions, is shown. For “to be built” construction purposes, the critical effective date of valuation is “As of” (a) construction completion, and/or (b) stabilized operations, that is, fully leased to stabilized

occupancy and all tenants paying rent. (FIRREA also requires an “as is” value in either event.) Either projected date of the prospective value should be stated in the appraisal.

Property History

The Appraisal Report must consider and analyze any recent purchase price (if within the last 3 years for commercial properties and 1 year for one to four-family residential), any pending sale price (if under contract for purchase) or any offering or option price. If such information is unobtainable, the Appraisal Report must explain the efforts undertaken to obtain the information.

Presentation of General Data

The Appraisal Report must include the following:

1. Common Property Address: With the exception of large vacant tracts of land, all properties should be referenced by street address or other reference to governmentally established streets and roads.
2. Legal Description: Every Appraisal Report must include a legal description of the property and the source of the legal description.
3. Any information concerning deed restrictions and covenants or other conditions of title limiting the development, redevelopment or continued use of the property. If none or not available, then that must be explained.
4. Relevant regional, city (geographic, legal, social and economic factors) and neighborhood data (boundaries, trend, and linkages)
5. A discussion of adjacent land uses and development trends
6. Real estate tax information

The Appraisal Report must include current assessment and tax information including general and special assessments and tax abatements from the local assessor’s office.

Site Data

The Appraisal Report must include the following:

1. Description of size and shape of the site;
2. Topographical features;
3. Drainage and floodplain conditions;
4. Soil and subsoil conditions;
5. Description of ingress and egress;
6. Availability of utilities;
7. Relationship to surrounding properties;
8. Nuisances and hazards;
9. Off-site improvements;
10. Functional adequacy of site;
11. Zoning: The Appraisal Report must comment on any factors that render the subject Property in non-compliance with zoning regulations: e.g., the number of parking spaces or loading berths. A statement also should be included as to whether the noncompliance has an impact on value.

Improvement Data

The Appraisal Report should include the following:

12. Physical description of improvements;
13. Adequate photos of improvements;
14. Floorplan layout;
15. Construction details, including the quality of construction;
16. Age and condition of improvements;
17. Description of equipment and fixtures;
18. Analysis of current use;
19. Discussion of deferred maintenance;
20. Discussion of functional utility;
21. Discussion describing the subject property's relationship to the surrounding area;
22. Description of the site improvements.

Market/ Absorption Study

The market absorption, the supply and demand trends in a competitive situation, has an impact upon the Property being appraised. A market study may be critical to optimizing the highest and best use of the Property as presented in the Appraisal Report. Consequently, a supplemental market study should be included and referenced in the Appraisal Report, if appropriate.

Highest & Best Use

The highest and best use section of the Appraisal Report should include:

1. Definition, components and statement of highest and best use as if vacant and as improved
2. Discussion of physical characteristics
3. Development of the four tests (physically possible, legally permissible, financially feasible, and maximally productive)
4. Full discussion, analysis, and reconciliation of all potential uses
5. Discussion of marketability (supply-demand, competition, market trends, absorption/occupancy levels), whenever applicable

The highest and best use of the Property must include its use "As Vacant" and "As Improved."

The Appraisal Report must take into consideration the principle of "Consistent Use," if the Highest and Best Use section of the Report shows the existing use as an interim use.

Cost Approach

1. Land value data – at least three verified and recent comparable sales with appropriate adjustments when compared to the subject. The appropriate adjustments must be explained. A map showing the relationship of the comparable sales to the subject Property is required. Comparable sales should not be part of an assemblage or acquisitions by an authority that has the right of eminent domain.
2. Source of construction cost data.
3. Explanation of factors considered in developing an estimate of accrued depreciation.
4. The value concluded by this approach must be properly identified as one of the following: As Is, As Completed or As Stabilized.

Sales Comparison Approach

1. At least three verified and recent comparable sales must be analyzed. A map showing the relationship of the comparable sales to the subject Property is required. Photos of the sales are required. Comparable sales should not be part of an assemblage.
2. A sales summary table and appropriate adjustments when compared to the subject Property with comparative analysis are required. The appropriate adjustments must be explained. When applicable, the sales must be adjusted for special financing to reflect "a cash equivalent" basis (as required by the Market Value definition).
3. The value concluded by this approach must be properly identified as one of the following: As Is, As Completed or As Stabilized.

Income Capitalization Approach

1. Current comparable market rental data and projected growth rates, with analysis, are required in order to support the estimate of the subject Property's present and prospective market rent. The estimate of market rent is expected even if, and especially if, the subject is under lease. Photos of comparable rental properties are required.
2. Current contract rent must be used in any leased fee valuation. This requirement will satisfy the "As Is" directive of the FIRREA regulations.
3. An estimate of vacancy and collection loss applicable to the subject Property is required (supported by market data whenever possible).
4. Use of actual operating income/expense data for the subject Property is strongly recommended. Projected expenses must be justified. If an operating statement is "Stabilized" then Contractor will comment on the justification for stabilization. Expenses may be stabilized to reflect market conditions for prospective projections but any changes from actual expenses must be fully explained.
5. Capitalization and discount rates should be discussed and justified.
6. A direct capitalization technique may be used for any single tenant building with a lengthy lease or a building with stabilized income/expenses.
7. A discounted cash flow technique is required for any leased Property that has or is projected to have an uneven income or expenses. This includes any proposed new property, renovated properties, or properties that require extensive future capital expenditures.
8. The value concluded by this approach must be properly identified as one of the following: As Is, As Completed or As Stabilized.
9. A test of reasonableness may include the debt coverage technique or a gross income multiplier analysis.

Reconciliation

The Appraisal Report should emphasize which approach best typifies the purchaser's motives and decision-making criteria. The Report should also reconcile the quality and quantity of available data utilized within each approach and should reference a reasonable exposure time.

Exposure Time

An exposure time estimate and how it relates to the final value is required and should be included in the Final Value Reconciliation. Marketing time is not required but is recommended for each Appraisal Report.

MISCELLANEOUS REQUIREMENTS FOR APPRAISAL REPORT

1. The overall support and reasoning for key assumptions must be well documented.
2. The appraiser's certification section must be similar in content with SR 2-3.

3. If personal property, trade fixtures, intangibles or other items that are not real property represent a significant part of the overall value, those items must be identified and valued separately.
4. Appraisal Report must prominently identify any apparent or known environmental contamination that has come to the appraiser's attention.
5. The appraiser must include his/her Texas State license/certification number and date of expiration under the signature.
6. All pages of the Appraisal Report should be numbered.

Timely Delivery Of Reports

The nature of the DISTRICT's work makes it important that the appraiser complies with the time requirements set forth in this Agreement for each Property. Contractor's failure to meet the time schedule agreed to complete the assignment will place at risk the appraiser's ability to do future appraisal work for the District.

Section 4 Statement of Qualification –

Respondents should include the following in their response submission:

1. Name of the firm wishing to contract with the District.
2. Firm's local address.
3. Firm's corporate or main office address.
4. Number of years the firm has been in business.
5. Firm's organization chart
6. Names, titles, address, and telephone numbers of persons who are authorized to negotiate for and contractually bind the firm. One of these persons should sign the response. A contact must be named for addressing questions generated during the evaluation process.
7. Description of the reasons why the firm would be uniquely qualified to provide Professional Property Appraisal Services to Jefferson County.
8. Brief history your firm, including general background, knowledge of and experience working with relevant agencies, with an emphasis on recent experience;
9. Brief statement of the respondent's understanding of the services required and qualifications necessary to provide Appraisal Services;
10. Brief summary of the overall capabilities of staff and any proposed sub-contractors, as well as staffing plans clearly stating how they intend to integrate staff and maintain presence with the District throughout the duration of the contract; and capability of meeting deadlines;
11. Proof of proper and valid licensing to conduct business in the State of Texas;
12. Proof of Current Applicable Department of Professional Regulation License(s);
13. Proof of Other Current Applicable Certification(s);
14. Description of work performance and experience with Property Appraisal Services for Governmental Entities (within the past five years) including a list of at least three references from past local government clients or other applicable clients, with information describing the recency and relevancy of the previous performance and experience;
15. Description of your firm's capacity to perform as well as resumes of all employees who will or may be assigned to provide technical assistance if your firm is awarded this Property Appraisal Services contract, identifying current employees and proposed hires;
16. Statement substantiating the resources of the proposing entity and the ability to carry out the scope of work requested within the proposed timeline;

17. Three (3) COMPLETED & SIGNED Vendor Reference Statements enclosed as Exhibit B. These statements must be completed and signed by the reference.
18. Provide a listing of all current litigation(s), outstanding judgements and liens affecting the firm.

Section 5. Firm's Experience

Provide a list of at least (5) clients, with specific contact names and phone numbers, as references for whom the firm has completed, or is performing, work relating generally to flood planning activities.

Section 6. Confidential/Proprietary Information

If any material in the Statement of Qualifications is considered by Respondent to be confidential or proprietary information, Respondent **must** clearly mark the applicable pages of Respondent's Statement of Qualifications to indicate each claim of confidentiality. Additionally, Respondent must include a statement on company letterhead identifying all Statement of Qualifications section(s) and page(s) that have been marked as confidential. The District will protect from public disclosure such portions of a Statement of Qualifications, unless directed otherwise by legal authority, including existing open records acts. Merely making a blanket claim that the entire Statement of Qualifications submission is protected from disclosure because it contains some proprietary information is not acceptable and will make the entire Statement of Qualifications subject to release under the Texas Public Information Act.

Section 7 Selection Committee

Because of the diversity of the activities of the District, the General Manager will appoint the selection committee for a given project. The General Manager of the District and no less than two (2) other members will make up the committee. Additional members may be appointed as necessary and appropriate, but the total number on the selection committee shall not exceed four (4). Committee membership and project requirements will vary from project to project; therefore, a firm rated number one for one project could very well not even be rated for another.

Section 8 Selection of Firms

Firms are encouraged to submit statements of qualifications and experience. The Selection Committee will evaluate qualified responses. Responses will be ranked on the basis of demonstrated experience, competence, and qualifications. Fees, price, work hours, or any other cost information will not be considered in the development of the short list. The District will then enter into negotiations with the highest qualified firm. The negotiations will first establish the scope, terms and conditions, and time limits for the proposed contract. Once agreement is reached between the District and the selected firm, the District will request a fee proposal from the firm. If agreement is reached, the District will retain the firm and enter into a written contract with it. If an agreement cannot be negotiated with the selected firm, the District will then enter into negotiations with the next most qualified firm. This procedure will continue until an agreement is reached and a contract is produced. If the District cannot negotiate an agreement, the procedure will be terminated.

Section 9 Evaluation Criteria –

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

Evaluation Criteria - The proposal received will be evaluated and ranked according to the following criteria and using the rating sheet enclosed as Attachment A:

The appointed Selection Committee will consider the following criteria in evaluating responses:

- | | | |
|----|-----------------------------|---------------------|
| a. | Experience | Maximum Points = 40 |
| b. | Work Performance/References | Maximum Points = 30 |
| c. | Capacity to Perform | Maximum Points = 30 |

By submitting a Statement of Qualifications, Respondent agrees to reproduction by the District, without cost or liability, of any copyrighted portions of Respondent's Statement of Qualifications submission or other information submitted by Respondent.

Section 10. Terms and Conditions

1. The District reserves the right to request clarification of information submitted and to request additional information of one or more respondents.
2. 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 agreement that does not conform to this document and any District requirements and contracts.
3. The Appraisal Firms shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the District.
4. No reports, information, or data given to or prepared by the Appraisal Firm under contract shall be made available to any individual or organization by the Appraisal Firm without the prior written approval of the District.

Section 11. Additional Submission Requirements

1. System for Award Management. Grant Administrator must include a certification that the Grant Administrator is not debarred or suspended from the Excluded Parties List System ("EPLS") in the System for Award Management ("SAM") (See, Attachment B). Grant Administrator must include verification that the Grant Administrator, as well as the Grant Administrator's key employees, are not listed (are not debarred) through the SAM as indicated on the website <https://sam.gov/SAM/>. Each Grant Administrator must enclose a printed copy of the search results (including the record date).
2. Affidavit of Non-Collusion. Grant Administrator must complete and include the Affidavit of Non-Collusion (See, Attachment C).
3. Form CIQ. Each Grant Administrator (and/or any key employee of Grant Administrator) seeking to contract with a local government entity must disclose the Grant Administrator's (and/or any key employee of Grant Administrator) employment, affiliation, business relationship, family relationship or provision of gifts that might cause a conflict of interest with a local government entity. See, Chapter 176, TEX. GOV'T CODE. Accordingly, each Grant Administrator (and/or any key employee of Grant Administrator) must complete and attach Form CIQ (See, Attachment D).
4. Certification Regarding Lobbying. A Certification for Contracts, Grants, Loans, and Cooperative Agreements (See, Attachment E) is included in the RFP and must be included in each Grant Administrator's submittal.
5. Disclosure of Lobbying Activities. Each Grant Administrator must complete a Disclosure of Lobbying Activities (See, Attachment F) of the Grant Administrator, and its key employees.
6. Certification of Interested Parties- Form 1295. Effective January 1, 2016, all contracts and contract amendments, extensions, or renewals executed by the District's Board of Directors will require the completion of Form 1295 "Certificate of Interested Parties." See, TEX. GOV'T CODE §2252.908. Each Grant Administrator that is awarded a contract must complete and submit Form 1295 at the same time as the Grant Administrator submits a signed contract. A copy of Form 1295 is included in this RFP for the convenience of each Grant Administrator (See, Attachment G).
7. House Bill 89 Verification Does not boycott Israel currently; and will not boycott Israel during the term of the contract. Pursuant to Section 2270.001, Texas Government Code:(See, Attachment H).

8. Senate Bill 252. SB 252 prohibits governmental entities from contracting with parties on the State Comptroller's list of companies known to have contracts with, or provide supplies or services to, an organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State. As a result of this law, governmental entities are required to certify that vendors/independent Vendors are not on the listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan, or any Foreign Terrorist Organization. Pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153 (See, Attachment I)
9. Mandated Federal and State Contract Provisions. All contracts between the District and a Grant Administrator must include the mandated federal and state contract clauses (See, Attachment J).
10. Non-Disclosure Agreement Vendor References Signature Page (See, Attachment K)

Attachment A Professional Property Appraisal Services Rating Sheet

Name of Firm _____

Evaluator's Name _____ Signature _____

Experience -- Rate the Firm for Qualifications (RFQ) by awarding points up to the maximum listed for each factor. Information necessary to assess the Respondent on these criteria may be gathered either from experience with the Respondent and/or by contacting past/current clients of the Respondent.

Experience

<u>Factors</u>	<u>Maximum Points</u>	SCORE
1. Related Experience / Background with governmental entities	10	_____
2. Related experience/background with specific services (Professional Property Appraisal Services)	20	
3. References from current/past clients	10	
Subtotal, Experience	40 possible points	TOTAL

Work Performance

<u>Factors</u>	<u>Maximum Points</u>	SCORE
1. Past client projects completed on schedule	15	
2. Work product is consistently of high quality with low level of errors	15	
Subtotal, Performance	30 possible points	TOTAL

Capacity to Perform

<u>Factors</u>	<u>Maximum Points</u>	SCORE
1. Qualifications/Experience of Staff	10	_____
2. Present and Projected Workloads	10	_____
3. Quality of Response	10	_____
Subtotal, Capacity to Perform	30 possible points	TOTAL

**Attachment A Professional Property Appraisal Services Rating Sheet
(CONTINUED)**

EVALUATOR: _____

<u>Factors</u>	Maximum Points	SCORE
<input type="checkbox"/> Experience	40	_____
<input type="checkbox"/> Work Performance	30	_____
<input type="checkbox"/> Capacity to Perform	30	_____
	<hr/>	<hr/>
	100	
TOTAL SCORE _____	MAXIMUM POINTS	

Attachment B: System For Award Management Information

 Federal Award Management Registration

CALL NOW TO SPEAK TO A REGISTRATION SPECIALIST
 **(844) 513-9067**



SYSTEM FOR AWARD MANAGEMENT REGISTRATION SUPPORT

Complete Your SAM.gov Registration Or Renewal Online. Registration Advisors Are Standing By To Provide Immediate Assistance And Expedited Registration Service.

START YOUR SAM REGISTRATION HERE!

First Name	Last Name	Business Name
Phone	Email	What type of registration is this? <input type="checkbox"/> New <input type="checkbox"/> SAM Renewal <input type="checkbox"/> CCR Renewal

Get Registered Now!

Step 1 of 3 contact details

System For Award Management Registration (SAM)

SAM Registration Is Required To Win Contracts and Receive Grants

A SAM registration is required for any business, organization, or agency that is eligible to, or plans to, receive payments from the federal government. In order to qualify for federal contracts or grants, a fully accurate, and compliant System For Award Management registration is required. More importantly if you have already completed a government contract or have been awarded a grant, an up-to-date SAM registration is required in order for you to receive payment.



Registration Specialists Are Standing By To Assist

SAM | CCR | ORCA | CAGE

Get Your SAM Registration Expedited

(844) 513-9067

Proposer Shall Return Completed Form with Proposal

Attachment C: Anti-Collusion Affidavit

STATE OF TEXAS

§
§
§

COUNTY OF JEFFERSON

ANTI-COLLUSION AFFIDAVIT

BEFORE ME, the undersigned authority, on this day personally appeared known to me to be the person whose name is subscribed to the following, who, upon oath says:

"I am the Manager, Secretary, or other Agent or Officer or the Principal of the Proposer in the matter of the Proposal to which this affidavit is attached, and I have full knowledge of the relations of the Proposer with the other firms in this same line of business, and the Proposer is not a member of any trust, pool or combination to control the price of the services in this Proposal, or to influence any person to submit a Proposal or not to submit a Proposal thereon.

I further affirm that the Proposer has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted Proposal."

AFFIANT FURTHER SAYETH NAUGHT

AFFIANT

SWORN TO AND SUBSCRIBED BEFORE ME by the above Affiant, who, on oath, states that the facts contained in the above are true and correct, this _____ day of _____, 2022.

NOTARY PUBLIC – STATE OF TEXAS

Proposer: _____
Signed By: _____
Title: _____
Address: _____
Phone: _____
Email: _____

NOTE: PROPOSALS NOT ACCOMPANIED BY THIS AFFIDAVIT WILL NOT BE CONSIDERED

Jefferson County Drainage District No. 6, Texas is an affirmative action/equal opportunity employer. The District does not discriminate based on race, color, national origin, sex, sexual orientation, gender identity, religion, age or handicapped status in employment or the provision of services, section 3 residents, minority business enterprises, small business enterprises, women business enterprises, and labor surplus area firms are encouraged to submit Proposals.

Proposer Shall Return Completed Form with Proposal

Attachment D: Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>		OFFICE USE ONLY <div style="border: 1px solid black; height: 150px; margin-top: 5px;"></div>
<p>1 Name of vendor who has a business relationship with local governmental entity.</p> <div style="border: 1px solid black; height: 40px; margin-top: 5px;"></div>		
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="margin-left: 40px;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p>3 Name of local government officer about whom the information in this section is being disclosed.</p> <div style="text-align: center; margin: 10px 0;"> <div style="border-bottom: 1px solid black; width: 300px; margin: 0 auto;"></div> <p>Name of Officer</p> </div> <p>This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 40px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 40px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?</p> <p style="margin-left: 40px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p> <div style="border: 1px solid black; height: 100px; margin-top: 10px;"></div>		
<p>4</p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%;"> <div style="border-bottom: 1px solid black; width: 100%; margin-bottom: 5px;"></div> <p>Signature of vendor doing business with the governmental entity</p> </div> <div style="width: 45%;"> <div style="border-bottom: 1px solid black; width: 100%; margin-bottom: 5px;"></div> <p>Date</p> </div> </div>		

Adopted 8/7/2015

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Proposer Shall Return Completed Form with Proposal

Attachment E- Certification Regarding Lobbying
44 C.F.R. PART 18

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Vendor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Vendor understands and agrees that the provisions of 31 U.S.C.Chap.38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Vendor's Authorized Official

Date

Name and Title of Vendor's Authorized Official

Proposer Shall Return Completed Form with Proposal

Attachment F- Disclosure of Lobbying Activities

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, sub-grants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/Proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action. Enter the full names of the individual(s) performing services and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348- 0046), Washington, DC 20503

Attachment F- Disclosure of Lobbying Activities Continued

Approved by OMB 0348-0046

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 (See reverse for public burden disclosure)

1. Type of Federal Action: a. contract _____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application _____ b. initial award c. post-award	3. Report Type: a. initial filing _____ b. material change
1. Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, if Known: <div style="text-align: center;">Congressional District, if known:</div>	2. If Reporting Entity in No. 4 is Sub awardee, Enter Name and Address of Prime: <div style="text-align: center;">Congressional District, if known:</div>	
3. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

Proposer Shall Return Completed Form with Proposal

Attachment G- Certificate of Interested Parties

(To be completed by awarded vendor)

CERTIFICATE OF INTERESTED PARTIES			FORM 1295	
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.			OFFICE USE ONLY	
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.				
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.				
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.				
4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)		
		Controlling	Intermediary	
5 Check only if there is NO Interested Party. <input type="checkbox"/>				
6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.				
<div style="text-align: right; margin-bottom: 10px;"> _____ Signature of authorized agent of contracting business entity </div> <div style="margin-bottom: 10px;"> AFFIX NOTARY STAMP / SEAL ABOVE </div> <div style="margin-bottom: 10px;"> Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office. </div> <div style="display: flex; justify-content: space-between;"> _____ Signature of officer administering oath _____ Printed name of officer administering oath _____ Title of officer administering oath </div>				
ADD ADDITIONAL PAGES AS NECESSARY				

Proposer Shall Return Completed Form with Proposal

Attachment H- House Bill 89 Verification

I, _____, the undersigned representative of (company or business name) _____
(heretofore referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or an limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business association that exist to make a profit.

Signature of Company Representative

Date

On this _____ day of _____, 2022, personally appeared

_____, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

Notary Seal

Notary Signature

Date

Proposer Must Complete and Return This Page With Offer

Attachment I- Senate Bill 252 Certification

On this day, I, Karen J. Stewart, MBA, CTCD/CTCM, Chief Business Officer for Jefferson County Drainage District No. 6 Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051, or Section 2253.253 and I have ascertained that the below named company is not contained on said listing of companies which do business with Iran, Sudan, or any Foreign Terrorist Organization.

Company Name

IFB/RFP/RFQ number

Certification check performed by:

Purchasing Representative

Date

Proposer Shall Return Completed Form with Proposal

Attachment J- Mandatory Federal And State Contract Clauses

Contract Clauses Mandated By The State Of Texas

The following clauses are mandated by the State of Texas and must be included with any contract for grant administration services funded in whole, or in part, by an agency of the State of Texas.

- A. Child Support Obligation.** Under Section 231.006 of the Family Code, Vendor certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Agreement may be terminated, and payment may be withheld if this certification is inaccurate. TEX. FAM. CODE §§231.006 and 231.302.
- B. Contracting Information Responsibilities.** In accordance with Section 552.372 of the Texas Government Code, Vendor agrees to (1) preserve all contracting information related to this contract as provided by the records retention requirements of the District for the duration of the Contract, (2) promptly provide to the District any contracting information related to the contract that is in the custody or possession of Vendor on request of the District, and (3) on termination or expiration of the contract, either provide at no cost to the District all contracting information related to the contract as provided by the records retention requirements of the District. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of subchapter J, Chapter 552, Texas Government Code, may apply to the contract and Vendor agrees that the contract can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter. TEX. GOV'T CODE §552.372
- C. Critical Infrastructure Affirmation.** Pursuant to Section 2274.0102 of the Texas Government Code, Vendor certifies that neither it nor its parent company, nor any affiliate of Vendor or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Section 2274.0103 of the Texas Government Code Section 2274.0103, or (2) headquartered in any of these countries. TEX. GOV'T CODE §2274.0102.
- D. Energy Company Boycotts.** Vendor represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the contract, Vendor shall promptly notify the District. TEX. GOV'T CODE §2271.002.
- E. Entities That Boycott Israel.** Vendor represents and warrants that (1) it does not, and shall not for the duration of the contract, boycott Israel or (2) the verification required by Section 2271.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the contract, Vendor shall promptly notify the District. TEX. GOV'T CODE §2271.002.
- F. Excluded Parties.** Vendor certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, "*Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism*", published by the United States Department of the Treasury, Office of Foreign Assets Control. Exec. Order No. 13224, 31 C.F.R. 594 (2001-2021).
- G. Firearms Entities and Trade Associations Discrimination.** Vendor verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the contract, Vendor shall promptly notify the District. TEX. GOV'T CODE §22774.001 *et seq.*

- H. Foreign Terrorist Organizations.** Vendor represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code. TEX. GOV'T CODE §2252.152.
- I. No Conflicts of Interest.** Vendor represents and warrants that the provision of goods and services or other performance under the contract will not constitute an actual or potential conflict of interest or reasonable create an appearance of impropriety. TEX. GOV'T CODE §§2252.908, 2252.032 and 2261.252(b).
- J. Texas Public Information Act.** Notwithstanding any other provision herein, the Parties expressly acknowledge that this Agreement is subject to the Texas Public Information Act, TEX. GOV'T CODE §§552.001 *et seq.*, as amended (the "Act"). Vendor expressly understands and agrees that the District shall release all information necessary to comply with Texas law without the prior written consent of Vendor. It is expressly understood and agreed that the District, its officers, and employees may request advice, decisions, and opinions of the Attorney General of Texas ("Attorney General") regarding the application of the Act to any software, or any part thereof, or other information or data furnished to the District, whether the same are available to the public. It is further understood that the District, its officers and employees shall have the right to rely on the advice, decisions, and opinions of the Attorney General, and that the District, its officers, and employees shall have no liability or obligations to Vendor for the disclosure to the public, or to any person or persons, of any software, or a part thereof, or other information or data furnished to the District in reliance on any advice, decision or opinion of the Attorney General. In the event the District receives a written request for information pursuant to the Act that affects Vendor's rights, title to, or interest in any information or data or a part thereof, furnished to the District by Vendor under this Agreement, then the District will promptly notify Vendor of such request. Vendor may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the Act. Vendor is solely responsible for submitting the memorandum brief and information to the Attorney General within the period prescribed by the Act. Vendor is solely responsible for seeking any declaratory or injunctive relief regarding the disclosure of information that it deems confidential or privileged. With respect to electronic mail addresses, Vendor affirmatively consents to the disclosure of its e-mail addresses that are provided to the District. This consent is intended to comply with the requirements of the Act and shall survive termination of this Agreement. This consent shall apply to e-mail addresses provided by Vendor and agents acting on behalf of Vendor and shall apply to any e-mail address provided in any form for any reason whether related to this Agreement or otherwise.
- K. State Auditor's Right to Audit.** Pursuant to Section 2262.154 of the Texas Government Code, the state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under any contract or indirectly through a subcontract under the contract. The acceptance of funds by the Vendor or any other entity or person directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, the Vendor or other entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Vendor shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through the contract and the requirement to cooperate is included in any subcontract it awards. TEX. GOV'T CODE §2262.154.

Contract Clauses Mandated By The United States Government (HUD)

Vendor acknowledges its full and complete understanding that the Work that it provides pursuant to this contract will be funded in whole or in part by the GLO, a division of the United States Department of Agriculture, and that notwithstanding any other provisions set forth in this Contract, the following provisions govern the responsibilities of the Parties, and Vendor shall comply with all the following provisions:

A. Equal Employment Opportunity: During the performance of this Contract,

1. The Vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Vendor 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. The Vendor 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. The Vendor will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
2. The Vendor will send to each labor union or representative of workers with which it 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 Vendor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
3. The Vendor 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.
4. The Vendor 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.
5. In the event of the Vendor'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 Vendor 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 as 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.

- B.** The Vendor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (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 subcontractors or vendor. The Vendor 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 that the Vendor becomes involved in, or is threatened with, litigation with a sub-Vendor or vendor as a result of such direction by the administering agency the Vendor may request the United States to enter into such litigation to protect the interests of the United States.

C. Davis Bacon Act and Copeland Anti-Kickback Act – Compliance with the Copeland "Anti-Kickback" Act.

1. **"Kickbacks" Prohibited.** The Vendor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
2. **Subcontracts.** The Vendor or subcontractors shall insert in any subcontracts the clause above and such other clauses as the Funding Agency may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Vendor shall be responsible for the compliance by any subcontractors or lower tier subcontractors with all of these contract clauses.
3. **Breach.** A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Vendor and subcontractors as provided in 29 C.F.R. §5.12.

D. Compliance with the Contract Work Hours and Safety Standards Act.

1. **Overtime Requirements.** The Vendor or any subcontractors contracting for any part of the Contract Work which may require or involve the employment of laborers or mechanics, shall not require or permit any such laborer or mechanic in any workweek in which he or she is employed to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. **Violation; Liability for Unpaid Wages; Liquidated Damages.** In the event of any violation of the clause set forth in paragraph (1) of this section, the Vendor, and any subcontractors responsible therefor, shall be liable for the unpaid wages. In addition, the Vendor and subcontractors 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 (1) of this section, in the sum of \$10 or such other amount required by law, 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.
3. **Withholding for Unpaid Wages and Liquidated Damages.** The District 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 Vendor or subcontractors under any such contract or any other Federal contract with the same prime Vendor, or any other federally-assisted contract subject to the contract work hours and Safety Standards Act, which is held by the same prime Vendor, such sums as may be determined to be necessary to satisfy any liabilities of such Vendor or subcontractors for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
4. **Subcontracts.** The Vendor or subcontractors shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Vendor shall be responsible for compliance by any subcontractors or lower tier subcontractors with the clauses set forth in paragraphs (1) through (4) of this section."

E. Clean Air Act.

1. Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*
2. Vendor agrees to report each violation to the Texas Commission on Environmental Quality (TCEQ) and understands and agrees that TCEQ will, in turn, report each violation as required to assure notification to the District, the appropriate Environmental Protection Agency Regional Office, HUD, or other appropriate state or federal agency.
3. Vendor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by GLO.

F. Federal Water Pollution Control Act.

1. Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.*
2. Vendor agrees to report each violation to the Texas Commission on Environmental Quality (TCEQ) and understands and agrees that TCEQ will, in turn, report each violation as required to assure notification to the District, Federal Emergency Management Agency, the appropriate Environmental Protection Agency Regional Office and/or other appropriate state or federal agency.
3. The Vendor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the GLO.

G. Debarment and Suspension.

1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Vendor is required to verify that none of the Vendor, 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).
2. The Vendor 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.
3. This certification is a material representation of fact relied upon by the District. If it is later determined that the Vendor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the District, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.
4. The Vendor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the time period of this contract. Vendor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

H. Procurement of Recovered Materials.

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

2. Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines website.

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

J. Access to Records. The following access to records requirements applies to this Contract:

1. The Vendor agrees to provide the District, the GLO, the Comptroller General of the United States, or any other authorized state or federal entity, agency or department, or their authorized representatives, access to any books, documents, papers, and records of Vendor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Vendor agrees to provide the GLO, and its representatives, and the authorized representatives of any other federal or state entity, agency or department access to construction or other work sites pertaining to the Work being completed under this contract.

K. Agency Seal, Logo and Flags. The Vendor shall not use the seals, logos or flags of the GLO or any other state or federal agency without the express written permission of such state or federal agency.

L. Byrd Anti-Lobbying Amendment. 31 U.S.C. § 1352 (as amended). Vendor must file with the government the required certification. Each subcontractor 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, the Vendor must complete and submit the Certification Regarding Lobbying Form.

M. Whistleblower Protection Act. The Vendor understands and agrees that this contract and employees working on this contract will be subject to the whistleblower rights and remedies established under 41 U.S.C. § 4712 and shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. § 4712 as described in section 3.908 of the Federal Acquisition Regulation. The Vendor shall insert the substance of this clause, Paragraph L ("Whistleblower Protection Act"), in all subcontracts providing services under this contract.

N. Damages.

1. All Work to be performed under this contract shall be timely commenced, it being understood that the Vendor will be given adequate time to employ sound professional practices. A breach of this contract by Vendor would cause substantial delay in the completion of the required services affecting the safety and welfare of the public.
2. In the event of Vendor's breach of its performance obligations, the District shall have all rights and remedies against Vendor as provided by law.

O. Energy Efficiency and Conservation (2 CFR §200.326 Appendix II to Part 200). If applicable to the work and services performed by the Vendor under the contract, the Vendor 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).

- P. Agreements With Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms (2 CFR §200.321).** Should Vendor subcontract any of the work under this contract, Vendor 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.
- Q. Compliance With All Other Federal and State Law, Regulations and Executive Orders.** In addition to the provisions set forth above, the Vendor agrees that it will comply with all other federal and state laws, regulations, and executive orders that may be applicable to the Work which it performs pursuant to this contract, including, but not limited to, any and all of such provisions that are required for the District's eligibility for funding from the GLO or any other applicable funding entity, agency or department.
- R. No Obligation by Federal Government.** The Federal government is not a party to this Contract and is not subject to any obligations or liabilities to the District, Vendor, or any other party pertaining to any matter resulting from this contract.
- S. Required Amendment to Contract.** In the event that the this contract needs to be amended or modified so as to allow the District to become or remain eligible for funding for the Project from the GLO or any other federal or state entity, agency or department, the District and the Vendor agree that they shall reasonably attempt to amend or modify this contract in writing for such purpose, providing that such amendment or modification does not materially alter the obligations of the parties, or providing that the Vendor is reasonably compensated in the event that such amendment or modification of the contract does materially alter Vendor's obligations hereunder.

Attachment K- Signature Page

This offer shall remain in effect for ninety (90) days from Proposal opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The undersigned agrees, if this Proposal is accepted, to furnish all items upon which prices are offered, at the price and upon the terms and conditions contained in the Request for Proposal, Conditions of Request for Proposal, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this Proposal in collusion with any other Proposer, and that the contents of this Proposal as to prices, terms or conditions of said Proposal have not been communicated by the undersigned nor by any employee or agent to any other Proposer or to any other person(s) engaged in this type of business prior to the official opening of this Proposal. And further, that neither the Proposer 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 submit a Proposal or not to submit a Proposal thereon.

Proposer (Entity Name)

Signature

Street & Mailing Address

Print Name

County, State & Zip

Date Signed

Telephone Number

Fax Number

E-mail Address

Proposer Must Complete and Return This Page With Proposal.