



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

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

July 15, 2022

Notice is hereby given that sealed Proposals will be accepted by the Jefferson County Drainage District No. 6 Purchasing Department for RFP 22-019/KJS, Grant Application and Administration Services for Community Development Block Grant-Mitigation (CDBG-MIT) for Jefferson County Drainage District No. 6.

Drainage District No. 6 plans to apply for the upcoming Hazard Mitigation Grant Program (HMGP) from the Texas General Land Office (GLO) through the U.S. Department of Housing and Urban Affairs (HUD) and administered by the Southeast Texas Regional Planning Commission (SETRPC) for funding made available on account of HUD's CDBG-MIT program. These services are being solicited to assist the District in its application and administration of CDGB-MIT contract(s), if awarded, to support eligible activities. Accordingly, the District is seeking to contract with a qualified Grant Administration Service Provider (individual/firm) to prepare the application and/or administer the awarded contract(s). Specifications for this project may be obtained from the Jefferson County Drainage District No. 6 webpage

<https://dd6.org/departments/purchasing/notices-for-bid/>

Proposals are to be sealed and addressed to the Purchasing Department with the Proposal number and name marked on the outside of the envelope or box. Proposers shall forward an original and five (5) hard copies of their Proposal to the address shown below. Late Proposals will be rejected as non-responsive. Proposals will be publicly opened and only the firm name will be read aloud in at Jefferson County Drainage District No. 6 main facilities at the time and date below. Proposals shall be opened in a manner that avoids disclosure of the contents to competing Proposers and maintains the confidentiality of the Proposals during negotiations. Proposers are invited to attend the sealed Proposal opening.

**BID NAME:** Grant Administration and Management Services for  
Community Development Block Grant-Mitigation (CDBG-MIT)

**BID NO:** RFP 22-019/KJS

**DUE DATE:** 2:00 PM, August 18, 2022

**MAIL OR DELIVER TO:** Jefferson County Drainage District No. 6  
Purchasing Department  
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](mailto:kstewart@dd6.org) Jefferson County Drainage District No. 6 is an Affirmative Action/Equal Opportunity Employer and encourages Section 3 Residents, Minority Business Enterprises, Small Business Enterprises, and Women-owned Business Enterprises to submit Proposals. The District does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provisions of services. The District reserves the right to accept or reject any or all Proposals, to waive technicalities and to take whatever action is in the best interest of the District.

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

Publish: Examiner July 28 and August 4th, 2022

**RFP 22-019/KJS**  
**Grant Administration and Management Services for**  
**Community Development Block Grant-Mitigation (CDBG-MIT)**  
**Bids Due: 2:00PM CT, Thursday, August 18, 2022**

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**Proposal Submissions:**

**Proposer is responsible for submitting:**

- One (1) original Proposal to include a completed copy of this specifications packet, in its entirety.
- Five (5) numbered Proposal copies to include, at a minimum, all pages requiring completion and/or marked with instructions to be returned with Proposal submission and any other documentation requested within these specifications.

Additionally, Proposer must monitor the Jefferson County Drainage District No. 6 Website (below) to see if addenda or additional instructions have been posted. Failure to return all required forms could result in a response being rejected as non-responsive.

<https://www.dd6.org/purchasing/bid-specs/bids>

## **1. Introduction to Proposers**

This Request for Proposal (RFP) is to receive Proposals from qualified firms to provide Grant Administration and Management Services to assist Jefferson County Drainage District No. 6 in its application and administration of a contract, if awarded, from the Texas General Land Office (GLO) through the U.S. Department of Housing and Urban Affairs (HUD) and administered by the Southeast Texas Regional Planning Commission (SETRPC) for funding made available through the Community Development Block Grant- Mitigation (CDBG-MIT) funding program.

The following items are provided as general information and specifications as required by Jefferson County Drainage District No. 6.

### **1.1 Governing Law**

Proposer is advised that these requirements shall be fully governed by the procurement standards of [2 CFR 200.318 through 200.327](#) and the contract provisions within [Appendix II to Part 200](#), along with the laws of the State of Texas and that the District may request and rely on advice, decisions, and opinions of the Attorney General of Texas and the District's Attorney concerning any portion of these requirements.

### **1.2 Ambiguity, Conflict, or other errors in the RFP**

If Proposer discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, Proposer shall immediately notify the District of such error in writing and request modification or clarification of the document. Modifications will be made by issuing Addenda. Written notice will be given to all parties who have been furnished with the RFP without divulging the source of the request for the same. If the Proposer fails to notify the District prior to the date and time fixed for submission of Proposals of an error or ambiguity in the RFP known to Proposer, or an error or ambiguity that reasonably should have been known to Proposer, then Proposer shall not be entitled to compensation or additional time by reason of the error or ambiguity or its later resolution.

The District may also modify the RFP, no later than 48 hours prior to the date and time fixed for submission of Proposals, by issuance of an Addendum to all parties who have received the RFP. All addenda will be numbered consecutively, beginning with 1.

### **1.3 Signature of Proposal**

A transmittal letter, which shall be considered an integral part of the Proposal, shall be signed by an individual who is authorized to bind the Proposer contractually. If the Proposer is a corporation, the legal name of the corporation shall be provided together with the signature of the officer or officers authorized to sign on behalf of the corporation.

If the Proposer is a partnership, the true name of the firm shall be provided with the signature of the partner or partners authorized to sign.

If the Proposer is an individual, that individual shall sign. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a power of attorney or equivalent document must be submitted to the Jefferson County Drainage District No. 6 Purchasing Department prior to the submission of the Proposal or with the Proposal.

### **1.4 Economy of Presentation**

Proposals shall not contain promotional or display materials, except as they may directly answer in whole or in part questions contained in the RFP. Such exhibits shall be clearly marked with the applicable reference number of the question in the RFP. Proposals must address the

technical requirements as specified in the RFP. All questions posed by the RFP must be answered concisely and clearly. Proposals that do not address each criterion may be rejected and not considered.

### **1.5 Proposal Obligation**

The contents of the Proposal and any clarification thereof submitted by the selected Proposer shall become part of the contractual obligation and incorporated by reference into the ensuing contract.

### **1.6 Incorporation by Reference and Precedence**

This Agreement is derived from (1) the RFP, written clarifications to the RFP and District's response to questions; (2) the Vendor's Best and Final Offer (if applicable), and (3) the Vendor's response to the RFP.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) Amendments to the Agreement in reverse chronological order; (2) the Agreement, including the Scope of Work; (3) the Vendor's Best and Final Offer (if applicable); (4) the RFP, including attachments thereto and written responses to questions and written clarifications; and (5) the Vendors response to the RFP.

### **1.7 Governing Forms**

In the event of any conflict of interpretation of any part of this overall document, the District's interpretation shall govern.

### **1.8 Implied Requirements**

Products and services not specifically mentioned in the RFP, but which are necessary to provide the functional capabilities described by the Proposer, shall be included in the Proposal.

### **1.9 Withdrawal of Proposal**

The Proposer may withdraw its Proposal by submitting a written request, including the signature of an authorized individual, to the District any time prior to the submission deadline. The Proposer may thereafter submit a new Proposal prior to the deadline. Modification or withdrawal of the Proposal in any manner, oral or written, will not be considered if submitted after the deadline.

### **1.10 Award- Best Value Determination**

The District reserves the right to award this contract on the basis of the best value, as determined by and in accordance with Texas Government Code Section 2254.003, to waive any formality or irregularity, to make award to more than one Proposer, and/or to reject any or all Proposals. In the event the highest dollar Proposer meeting specifications is not awarded a contract, the Proposer may appear before the Board of Directors and present evidence concerning his responsibility.

### **1.11 Ownership of Proposal**

All Proposals become the property of the Jefferson County Drainage District No. 6 and will not be returned to Proposers.

### **1.12 Disqualification of Proposer**

Upon signing this Proposal document, a Vendor offering to provide, services to Jefferson County Drainage District No. 6 certifies that the Proposer has not violated the antitrust laws of this state codified in Section 15.01, et seq, Business & Commerce Code, or the Federal Antitrust Laws, and has not communicated directly or indirectly the offer made to any competitor or any other

person engaged in such line of business. Any or all Proposals may be rejected if the District believes that collusion exists among the Proposers.

### **1.13 Contractual Development**

The contents of the RFP and the selected Proposal will become an integral part of the contract but may be modified by provisions of the contract as negotiated. Therefore, the Proposer must be amenable to inclusion in a contract of any information provided (in writing) either in response to this RFP or subsequently during the selection process.

### **1.14 Assignment**

The selected vendor may not assign, sell, or otherwise transfer this contract without written permission of the Jefferson County Drainage District No. 6 Board of Directors.

### **1.15 Contract Obligation**

The District must award the contract, and the District President or other person authorized by the Board of Directors must execute the contract before it becomes binding on the District or the Proposer. Binding agreements shall remain in effect until all products and/or services covered by this Proposal have been satisfactorily delivered and accepted.

### **1.16 Termination**

Termination for Cause. District may terminate the contract, by providing vendor seven (7) days' notice if the vendor:

- a. Repeatedly fails to supply necessary equipment, material, or properly skilled workers under this agreement;
- b. Breaches any obligations under this agreement;
- c. Disregards applicable laws, statutes ordinances, codes, rules and regulations;
- d. Intentionally damages District's assets;
- e. Repeatedly fails to perform its duties for the District; or
- f. Becomes insolvent or files an action for bankruptcy.

Termination for Convenience. District may terminate the contract, by providing Proposer thirty (30) days' notice, in whole or, from time to time, in part if the District determines that a termination is in the District's best interest without cause.

Termination Activities. Upon receipt of written notice from the District of such termination, the Proposer shall:

- a. Cease operations as directed by the District in the notice;
- b. Take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- c. Except for Work directed to be performed prior to the effective date of termination stated in the notice, perform no further Work.

Termination Damages. In the event of a Termination, the District reserves the right to award canceled contracts to the next lowest responsive Proposer.

In the event of a Termination for Cause, the District reserves all its remedies in law or equity.

In the event of a Termination for Convenience, Proposer will be entitled to reimbursement for work and materials actually performed and supplied, as mutually agreed upon by District and Proposer. Proposer shall not be entitled to recover for unearned or anticipated work.

### **1.17 Indemnification/Hold Harmless**

**Contractor agrees to RELEASE, DEFEND, INDEMNIFY, and HOLD HARMLESS District its officers, directors, employees, and agents, from and against any and all claims, losses and expenses, including, without limitation, all costs, demands, damages, suits, judgments, fines, penalties, liabilities, debts, attorneys' fees, and causes of action of whatsoever nature or character, and further including, without limitation, any and all claims, losses and expenses for property damage, pollution, bodily injury, illness, disease, death, or loss of services, wages, consortium or society (the foregoing being herein individually and collectively referred to as "Claims, Losses and Expenses") directly or indirectly arising out of or related to bodily injury, illness, disease or death of, or damage to property of, Contractor, or its subcontractors, or its or their employees, in any way directly or indirectly, arising out of, or related to, the performance or subject matter of this Agreement or the ingress, egress, loading, or unloading of cargo or personnel, or any presence on any premises (whether land, building, vehicle, platform, aircraft, vessel or otherwise) owned, operated, chartered, leased, used, controlled or hired by District or Contractor or its subcontractors, and expressly including any sole or concurrent negligence, fault or strict liability (of whatever nature or character, preexisting conditions, and/or premises defects) of District or any other person or entity. The indemnity obligations set forth in this Section shall include any medical, compensation or other benefits paid by District in connection with employees of Contractor (or its subcontractors, if any) and shall apply even if the employee is determined to be the statutory or borrowed employee of District.**

### **1.18 Taxes**

The Vendor and its subcontractors' agents and employees, as the case may be, will be responsible for the payment of all federal, state and local taxes, and deposits or contributions imposed or required by law.

### **1.19 Non-Discrimination**

The successful Proposer will be required to comply with the Americans With Disabilities Act and with all provisions of federal, state, county and local (if any) laws and regulations to ensure that no employee or applicant for employment is discriminated against because of race, color, religion or creed, national origin or ancestry, sex (including gender, pregnancy, sexual orientation, and gender identity) age, physical or mental disability or national origin, veteran status, genetic information, citizenship.

### **1.20 Conflicts of interest.**

- a. Governing Body. No member of the governing body of the District and no other officer, employee, or agent of the District, who exercises any functions or responsibilities in connection with administration, construction, engineering, or implementation of the CDBG-MIT award shall have any personal financial interest, direct or indirect, in the Vendor or this Agreement; and the Vendor shall take appropriate steps to assure compliance.
- b. Other Public Officials. No other public official who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the CDBG-MIT award between GLO and the District shall have any personal financial interest, direct or indirect, in the Vendor or this Agreement; and the Vendor shall take appropriate steps to assure compliance.
- c. Vendor and Employees. The Vendor warrants and represents that it has no conflict of interest associated with the CDBG-MIT award between GLO and the District or this Agreement. The Vendor further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the CDBG-MIT award

between the GLO and the District or in any business, entity, organization or person that may benefit from the award. The Vendor further agrees that it will not employ an individual with a conflict of interest as described herein. (See Attachment F- CIQ Form)

**1.21 Delivery of Proposals**

All Proposals are to be delivered by 2:00 PM CDT, Thursday August 18, 2022, Please take District Holidays into account when planning delivery of proposals.

**District Holidays 2022:**

January 18	Monday	Martin Luther King, Jr. Day
February 21	Monday	President’s Day
April 15	Friday	Good Friday
May 30	Monday	Memorial Day
July 4	Monday	Independence Day
September 5	Monday	Labor Day
November 11	Friday	Veterans Day
November 24 & 25	Thursday-	Thanksgiving
December 23 & 26	Friday & Monday	Christmas
January 2, 2023	Monday	New Year’s

The District will not accept any Proposals received after the stated time and date and shall return such Proposals unopened to the Proposer.

Likewise, the District will not accept any responsibility for Proposals being delivered by third party carriers.

Proposal Submissions shall be tightly sealed in an opaque envelope or box and plainly marked “SEALED PROPOSAL.” The outside of the envelope or box shall also include Proposal Number, Proposal Name, Proposal Due Date, Proposer’s Name and Address.

Proposals will be opened publicly in a manner to avoid public disclosure of contents; however, only names of Proposers will be read aloud.

**1.22 Proposal 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 the Proposal submission deadline, the Proposal due date 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 vendor to notify the District of their interest in the project should these conditions impact their ability to submit a bid/Proposal/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 Proposal submissions cannot be received by the District Purchasing Department’s office by the exact time specified in the RFP and urgent District requirements preclude amendment to the RFP, the time specified for receipt of Proposal 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.

**1.23 Questions/ Exceptions**

- a. All inquiries and questions shall be submitted in writing (in Word format) via email to Karen J. Stewart at [kstewart@dd6.org](mailto:kstewart@dd6.org) 12:00 noon Central on August 12, 2022.
- b. All inquiries will result in written responses formed as Addendum with copies posted to the District Purchasing website and the State of Texas Electronic State Business Daily. If a Proposer does not have Internet access, a copy of all written responses may be obtained through the point of contact listed above.
- c. Upon issuance of this RFP, other employees and representatives of the District will not answer questions or otherwise discuss the contents of the RFP with any potential Proposer or its representatives. Failure to observe this restriction may result in disqualification of any subsequent response. This restriction does not preclude discussions unrelated to this RFP.
- d. If Proposer takes any exceptions to any provisions of this RFP, these exceptions must be specifically and clearly identified by Section in Proposer’s Proposal in response to this RFP and Proposer’s proposed alternative must also be provided in the Proposal. Proposers cannot take a ‘blanket exception’ to this entire RFP. If any Proposer takes a blanket exception to this entire RFP or does not provide proposed alternative language, the Proposer’s Proposal may be disqualified from further consideration. Any exception may result in the Contract not being awarded to the Proposer.

**1.24 TENTATIVE Schedule of Events- Dates are SUBJECT TO CHANGE**

July 28, 2022	Issuance of Request for Proposal
August 12, 2022	Deadline for Written Submission of Questions
August 18, 2022	Deadline Proposal Submission
August 19,2022	Proposals Distributed to Evaluation Committee Members
August 24, 2022	Evaluation Scores to be Tabulated
August 29-31, 2022	Interviews to be Conducted (Not Required or Guaranteed)
September 2, 2022	Recommendation for Award

## 2. RFP for Administration/Professional Services

Jefferson County Drainage District No. 6 is seeking to enter a service contract with well-qualified administration/ management firm/professional service provider(s) to assist the District in preparing an application for and in the overall management of its proposed Infrastructure-related CDBG-Mitigation project(s), if funded by the Texas General Land Office - (“GLO”). The following outlines the RFP:

### 2.1 **Scope of Work**

Scope of Work/Nature of Services. A proposed detailed scope of services is attached (See, Attachment A). The non-exclusive grant application and administration services contract will encompass all grant application and administration services to the District under GLO’s CDBG-MIT, including, but not limited to, the following services:

- a. Pre-Award Services\*. The selected grant administrator(s) will develop project scope and complete the CDBG-MIT application. The selected grant administrator(s) will work with the District and its Engineer(s), if applicable, to provide the concise information needed for submission of complete funding application and related documents. The required information shall be submitted in a format to be determined by HUD/GLO.

\*Pre-Award costs to be reimbursed by HUD/GLO must have been incurred after the date of declaration (CDBG-MIT). Pre-Award management costs count towards the limit for subrecipient management costs. Pre-Award

- b. Post-Award Services. Grant administrator(s) will provide services necessary to complete infrastructure, utilities, and eligible projects approved for building and implementing structural and non-structural projects, programs, and partnerships throughout the State of Texas that reduce the risks and impacts of future natural disasters. The selected grant administrator(s) must follow all requirements of the CDBG-MIT program along with any, and all, HUD/GLO policies, rules, and regulations. Each Grant Administrator is to specify actual services to be performed under each of these categories.

- Administrative Duties.
- Contract/Program Management.
- Acquisition Duties.
- Environmental Services.

### 2.2 **Intent**

The District is seeking to contract with competent professional administration/management grant administrators (“Grant Administrator” or “Grant Administrators”) experienced in grant application and administration. Specifically, the District is seeking services from those Grant Administrators with the qualifications as identified below.

- a. Related experience in applying for and managing grants sponsored by state and federal agencies to fund projects to implement structural and non-structural projects, programs, and partnerships throughout the State of Texas that reduce the risks and impacts of future natural disasters. The District will place its emphasis on those Grant Administrators with specific and recent experience applying for, and administering, grants awarded for the same or similar purposes, and
- b. Related experience/background with similar projects relating to CDBG Mitigation Action Plan as described in (2.2) (a) above.

## 2.3 Proposers Qualifications

Please provide the following information:

- a. A brief history of the proposing entity, including general background, knowledge of and experience working with relevant agencies, with an emphasis on recent experience, related experience and background with similar grant programs, with an emphasis on directly related and recent experience.
- b. A description of work performance and experience with CDBG including a list of at least three references from past governmental clients, with information describing the recency and relevancy of the previous performance and experience.
- c. A description of the Proposer'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 management services contract, identifying current employees and proposed hires; and
- d. A statement substantiating the resources of the proposing entity and the ability to carry out the scope of work requested within the proposed timeline.

## 2.4 Cost Proposal

Cost for developing Proposals is entirely the responsibility of Proposers and shall not be charged to Jefferson County Drainage District No. 6.

In its Proposal, each Grant Administrator shall provide a cost Proposal to accomplish the scope of work outlined in this solicitation and for any additional services required by the District. The final grant funding amount is yet to be determined and any grant administrator's contract award is contingent upon funding of the CDBG-MIT grant by and through HUD/GLO. Grant Administrator's Proposal must include all costs that are necessary to successfully complete these activities. Grant Administrators may submit Proposals for any or all contemplated activities. Please note that the cost Proposal will not be used as the sole basis for awarding a contract.

**Profit (either % / actual cost) must be identified and negotiated as a separate element of the price of the contract. To comply, the Proposer must disclose and certify in its Proposal the percentage of profit being used.** "Cost plus percentage of cost" type Proposals are prohibited.

*Note: costs must be identified as separate line items in the cost estimate of the application. Costs associated with implementation of the activity but incurred prior to Federal award or final approval are not eligible. If an award is not made, pre-award costs will not be reimbursed by HUD/GLO. Pre-Award costs are reimbursed when the project is approved and funded.*

## 2.5 Evaluation

By submitting a Proposal in response to this solicitation, the Proposer grants the District the right to ask questions, request clarifications and to obtain any information from any lawful source regarding the history, practices, conduct, ability, and eligibility of the Proposer to supply Services and to fulfill requirements under this solicitation, and the past history, practices, conduct, ability, and eligibility of any director, officer, or key employee of the Proposer. By submitting a Proposal in response to this solicitation, the Proposer generally releases from liability and waives all claims against any party providing information about the Proposer at the request of the District. Such information may be taken into consideration in evaluating the submitted Proposals.

- a. Committee. A committee will be established to evaluate the Proposals. The committee will include employees of the District and other persons invited by the District to participate. After written Proposals are received and initially evaluated individually by committee members, then at the discretion and request of any Committee Member, a Committee Meeting may be scheduled for discussion and further evaluation.

- b. Best and Final Offer (BAFO). The District reserves the right to award contract(s), without a BAFO, and/or the District reserves the right to not make an award at all. The Proposer is strongly encouraged to provide its best price in its Proposal because the District makes absolutely no guarantee that there will be any opportunity to negotiate or provide alternative pricing at any point during the RFP process.
- c. Best Value Determination. The final selection for award will be based on best value, as determined by this section and in accordance with Texas Government Code Section 2254.003. Proposers are encouraged to thoroughly review the processes outlined in this section, as it documents the best value considerations to be made by the District when selecting a Proposer for negotiation and Contract award.
- d. Interviews. After written Proposals are received and initially evaluated, and at the discretion and request of any Evaluation Committee Member, the District may require one or more of the Proposers to provide an oral presentation interview as a supplement to their Proposals. Any Proposer required to interview should be prepared to discuss and substantiate any area of their Proposal. The District is under no obligation to grant interviews to any Proposer receiving a copy of this RFP and/or submitting a written Proposal in response to this RFP.
- e. Evaluation Criteria. Each member of the evaluation committee will determine best value by applying the following criteria and assigned weighted values: using the Rating Sheet enclosed as Attachment B.

<u>Criteria</u>	<u>Maximum Points</u>
Experience	30
Work Performance	40
Capacity to Perform	20
Proposed Cost	10
<b>TOTAL</b>	<b>100</b>

- f. Selection The Evaluation Committee will select the best qualified Proposer. Following this selection, negotiations will begin with the selected firm to arrive at a mutual understanding of the detailed scope of services and determine a fair and reasonable fee structure. Should the selected firm and the District fail to arrive at a mutually acceptable agreement the contract will then be offered to the next highest ranked (qualified) respondent. d) All Responses must be complete and convey all the information requested to be considered responsive.

**2.6 Submission Requirements**

- a. Proposal. Each Grant Administrator shall submit a Proposal demonstrating competence and expertise in the areas outlined in this solicitation. The Proposal shall include a detailed cost of services. Proposals shall be limited to not more than twenty (20) pages, exclusive of required attachments.
- b. Insurance. Each Grant Administrator must include a copy of the Grant Administrator’s current certificate of insurance for professional liability as well as evidence that the policy covers any subcontractors employed by the Grant Administrator unless the subcontractor provides evidence of such independent insurance coverage. The District should be named as an additional insured party on the certificate. Proposer and Proposer’s

insurance carriers waive any and all rights whatsoever with regard to subrogation against the District as an indirect party to any suit arising out of personal or property damages resulting from the Proposer's performance under this agreement.

- c. 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 C). 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).
- d. Affidavit of Non-Collusion. Grant Administrator must complete and include the Affidavit of Non-Collusion (See, Attachment D).
- e. 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 E).
- f. Certification Regarding Lobbying. A Certification for Contracts, Grants, Loans, and Cooperative Agreements (See, Attachment F) is included in the RFP and must be included in each Grant Administrator's submittal.
- g. Disclosure of Lobbying Activities. Each Grant Administrator must complete a Disclosure of Lobbying Activities (See, Attachment G) of the Grant Administrator, and its key employees.
- h. 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 H).
- i. 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 J).
- j. 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 K)
- k. 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 L).
- l. Non-Disclosure Agreement Vendor References Signature Page (See, Attachment M)

- 2.7 Confidential/Proprietary Information** If any material in the Proposal submission is considered by Proposer to be confidential or proprietary information (including manufacturing and/or design processes exclusive to the Proposer), Proposer must clearly mark the applicable pages of Proposer's Proposal submission to indicate each claim of confidentiality. Additionally, Proposer must include a statement on company letterhead identifying all Proposal section(s) and page(s) that have been marked as confidential. Jefferson County Drainage District No. 6 will protect from public disclosure such portions of a Proposal, unless directed otherwise by legal authority, including existing open records acts. Merely making a blanket claim that the entire Proposal submission is protected from disclosure because it contains some proprietary information is not acceptable and will make the entire Proposal submission subject to release under the Texas Public Information Act.
- a. By submitting a Proposal, Proposer agrees to reproduction by Jefferson County Drainage District No. 6, without cost or liability, of any copyrighted portions of Proposer's Proposal submission or other information submitted by Proposer.

**2.8 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms**

Small and minority businesses, women's business enterprises, and labor surplus area firms are encouraged to participate in this RFP. If the awarded vendor is a prime Vendor and may use subcontractors, the following affirmative steps are required of the prime Vendor:

- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

**2.9 Deadline for Submission**

Proposals must be received no later than 2:00PM CDT, Thursday August 18, 2022. It is the responsibility of the submitting entity to ensure that the Proposal is received in a timely manner. Proposals received after the deadline will not be considered for award, regardless of the delay being outside of the control of the submitting firm.

**Attachment A:**  
**Scope Of Grant Application And Administration Services**  
**CDBG-MIT (GLO/HUD)**

**The Vendor shall provide the following scope of services:**

Providers will help the GLO fulfill State and Federal Community Development Block Grant Disaster Recovery ("CDBG-MIT") statutory responsibilities related to recovery in connection with any federally declared disaster. Providers will assist the GLO and/or grant recipients in completion of CDBG-MIT qualified mitigation projects. Proposers may be qualified to provide Grant Administration services for mitigation project (s). Grant administrative services must be performed in compliance with the U.S. Department of Housing and Urban Development ("HUD") and guidelines issued by the GLO for MIT funds.

- A. Description of Services and Special Conditions.** Grant Administrator must be able to perform the tasks listed herein to be considered eligible for an award under this solicitation. Grant Administrators should provide a detailed narrative of their experience as it relates to each of the items below. Grant Administrators should clearly indicate if they intend to provide services in-house with existing staff or through subcontracting or partnership arrangements. Grant administration services will be provided in conformance with the guidance documents and use forms provided to the District regarding the CDBG-MIT. Grant Administrators shall furnish pre-funding and post-funding grant application and administration services to complete the disaster recovery projects, including, but not limited to the following:
1. Pre-Award Services. Grant administrators will develop project scope and complete the CDBG-MIT application, if applicable. The provider will work with the District and its Engineer(s), if applicable, to provide the concise information needed for submission of complete application and supporting documents. The required information shall be submitted in a format to be described by HUD/GLO; and,
  2. Post-Award Services. Grant administrators will manage, and complete eligible projects approved for funding. The selected administrative firm must follow all requirements of the CDBG-MIT program as specified by GLO and/or HUD.
- B. Grant Administration Services – General.**
1. Administrative Duties. Coordinate, as necessary, between District and any other appropriate service providers (i.e., Engineer, Environmental, etc.), Vendors, subcontractors and HUD/GLO to effectuate the services requested.
  2. Public Hearings. May assist in public hearings.
  3. HUD Portal. Will work with HUD/GLO's system of record.
  4. Status Reports. Provide monthly project status updates to all entities requiring the same.
  5. Compensation Based Upon Receipt of Deliverables. Funding release will be based on deliverables identified in the contract.
  6. Labor and Procurement Duties. Perform the following labor and procurement duties, as necessary.
    - a. Provide all labor standards officer (LSO) services,
    - b. Ensure compliance with all relevant labor standards regulations,
    - c. Ensure compliance with procurement regulations and policies, and
    - d. Maintain document files to support compliance.

- 7. Financial Duties.** Perform the following financial duties.
- a. Prepare and submit all required reports (section 3, financial interest, etc.).
  - b. Assist District with the procurement of audit services.
  - c. Assist District in establishing and maintaining a bank account for disaster recovery funds.
  - d. Implementation and coordination of Section 504 requirements.
  - e. Program compliance.
  - f. Ensure that fraud prevention and abuse practices are in place and being implemented.
  - g. Prepare and submit all closeout documents.
  - h. Submit all invoices no later than sixty (60) days after the expiration of the contract. All outstanding funds may be swept after sixty (60) days. The provider may request an extension of this requirement in writing.
  - i. Assist in preparation of contract revisions and supporting documents including but not limited to amendments/modifications and change orders.

**8. Construction Management.** Assist in construction management as identified below.

- a. The provider will assist the District in submitting/setting up project applications in HUD/GLO's system of record.
- b. The provider may compile and collate complete contract/procurement packages that meet HUD/GLO program requirements. The packages will contain supporting documentation that meets or exceeds the CDBG-MIT requirements. If applications do not have the necessary forms, the provider may assist the District by acquiring the necessary documentation.
- c. The provider may monitor, report, and evaluate Vendor's performance; notify the District if the Vendor(s) fails to meet established scheduled milestones. Receive, review, recommend, and process any change orders as appropriate to the individual projects.
- d. The provider will assist the District with project activity draws/close out.
- e. The provider may assist the District by submitting all the necessary documentation for draws and to close a project activity in HUD/GLO's system of record. The provider will compile, review for completeness, and collate complete contract/closeout packages that meet CDBG-MIT requirements for draw requests. If applications do not have the necessary forms, the provider may assist the District by acquiring any necessary documentation.
- f. The provider may assist the District in developing architectural and engineering plans with guidance from HUD/GLO.
- g. The provider shall be prepared to assist in any realignment of scope throughout the project, as necessary.

**C. Grant Administration Services – Project Administration and Management.**

**1. Administrative Duties.** The provider's grant administration duties are identified below.

- a. Ensure program compliance including all CDBG-MIT requirements and all parts therein, current Federal Register, etc.,
- b. Assist District in establishing and maintaining financial processes,

- c. Obtain and maintain copies of the District's most current contract including all related change orders, revisions, and attachments,
- d. Establish and maintain record keeping systems,
- e. Assist District with resolving monitoring and audit findings,
- f. Serve as monitoring liaison,
- g. Assist District with resolving third party claims,
- h. Report suspected fraud to HUD/GLO,
- i. Submit timely responses to HUD/GLO requests for additional information,
- j. Complete draw request forms and supporting documents,
- k. Facilitate outreach efforts, application intake, and eligibility review,
- l. Perform any other administrative duty required to complete the underlying project,
- m. Utilize and assist with HUD/GLO's system of record to complete milestones, submit documentation, reports, draws, change requests, etc., and
- n. Submit change orders and all required documentation related to any change orders.

**2. Acquisition Duties.** The provider's acquisition duties are identified below.

- a. Submit acquisition reports and related documents,
- b. Establish acquisition files (if necessary), and
- c. Complete acquisition activities (if necessary).

**3. Environmental Services (if applicable).** Provider will be responsible for providing or sub-contracting, as a part of this agreement, for environmental duties as identified below.

- a. Development of a detailed scope of services,
- b. Review each project description to ascertain and/or verify the level of environmental review required (i.e., Exempt, Categorical Exclusion not Subject to 58.5, Categorical Exclusion Subject to 58.5, Environmental Assessment, and Environmental Impact Statements),
- c. Prepare, complete, and submit CDBG-MIT required forms, if any, for environmental review and provide all documentation to support environmental findings,
- d. Consult and coordinate with oversight/regulatory agencies to facilitate environmental clearance,
- e. Be able to perform or obtain special studies, additional assessments, or permitting necessary to secure environmental clearance. These may include, but are not limited to biological assessments, wetland delineations, asbestos surveys, lead based paint assessments, archeology studies, architectural reviews, Phase I & II ESAs, USACE permits, etc.,
- f. Prepare all responses to comments received during comment phase of the environmental review, including State/Federal Agency mandating or ordering further studies and/or comments from public or private entities during public comment period,
- g. Maintain close coordination with local officials, project engineer and other members of the project team to assure appropriate level of environmental review is performed and no work is conducted without authorization,

- h. Complete and submit the environmental review into HUD/GLO's system of record,
- i. Make one, or more, site visits to project locations and complete field observation reports necessary to support the success of the underlying projects,
- j. Prepare, and submit for publication, all public notices including, but not limited to, the Notice of Finding of No Significant Impact (FONSI), Request for Release of Funds, and floodplain/wetland early and final notices in required order and sequence,
- k. Provide documentation of clearance for Parties Known to be Interested as required by 24 CFR 58.43,
- l. Process environmental review and clearance in accordance with NEPA,
- m. Advise and complete environmental re-evaluations per 24 CFR 58.47 when evidence of further clearance or assessment is required,
- n. Prepare and submit monthly status reports, and
- o. Participate in regularly scheduled progress

## Attachment B: Grant Administrator Rating Sheet

Grant Recipient: Jefferson County Drainage District No. 6	CDBG-MIT	GLO/HUD
<b>Grant Administrator:</b>		
<b>Evaluator:</b>	<b>Date:</b> / / 2022	

**EXPERIENCE: Rate the Grant Administrator for experience in the following areas:**

Factor	Max Pts.	Score
Related Experience/Background with federally funded projects	10	
Related Experience/Background with specific project type (flood mitigation project, acquisition of property, coordination with regulatory agency, etc.)	10	
References from current/past clients	5	
Familiarity with Region and Demographics	5	
<b>Total Score:</b>	<b>30</b>	

**WORK PERFORMANCE:**

Factor	Max Pts.	Score
Submits requests to client/HUD/GLO in a timely manner	5	
Responds to client/HUD/GLO requests in a timely manner	5	
Past client/HUD/GLO projects completed on schedule	10	
Work product is consistently of high quality with low level of errors	5	
Past client/HUD/GLO projects have low level of monitoring findings/concerns	10	
Manages projects within budgetary constraints	5	
<b>Total Score:</b>	<b>40</b>	

**CAPACITY TO PERFORM:**

Factor	Max Pts.	Score
Qualifications of Professional Administrators/Experience of Staff	5	
Present and Projected Workloads	5	
Quality of Proposal/Work Plan	5	
Demonstrated understanding of scope of the CDBG-MIT Project	5	
<b>Total Score:</b>	<b>20</b>	

**PROPOSED COST:**

Factor	Max Pts.	Score
Proposed cost within CDBG-MIT project delivery and administration fee	10	
<b>Total Score:</b>	<b>10</b>	

**TOTAL SCORE:**

Factor	Max Pts.	Score
Experience	30	
Work Performance	40	
Capacity to Perform	20	
Proposed Cost	10	
<b>Total Score:</b>	<b>100</b>	

## Attachment C: 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?  
 New  SAM Renewal  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 D: 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 E: Conflict of Interest Questionnaire

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b>		<b>FORM CIQ</b>
<b>For vendor doing business with local governmental entity</b>		
<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></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>	<b>OFFICE USE ONLY</b>	
<p><b>1</b> Name of vendor who has a business relationship with local governmental entity.</p>	<p>Date Received</p>	
<p><b>2</b> <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><b>3</b> Name of local government officer about whom the information in this section is being disclosed.</p> <p style="text-align: center; margin-left: 100px;">_____</p> <p style="text-align: center; margin-left: 100px;">Name of Officer</p> <p>This section (item 3 including subparts A, B, C, &amp; 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>		
<p><b>4</b></p> <p style="text-align: center; margin-left: 100px;">_____</p> <p style="text-align: center; margin-left: 100px;">Signature of vendor doing business with the governmental entity</p> <p style="text-align: center; margin-left: 300px;">_____</p> <p style="text-align: center; margin-left: 300px;">Date</p>		

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 F- 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 G- 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 G- 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)

<b>1. Type of Federal Action:</b> a. contract _____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	<b>2. Status of Federal Action:</b> a. bid/offer/application _____ b. initial award c. post-award	<b>3. Report Type:</b> a. initial filing _____ b. material change
<b>1. Name and Address of Reporting Entity:</b>  _____ Prime _____ Subawardee      Tier _____, if Known:  <p style="text-align: center;"><b>Congressional District, if known:</b></p>	<b>2. If Reporting Entity in No. 4 is Sub awardee,</b>  Enter Name and Address of Prime:   <p style="text-align: center;"><b>Congressional District, if known:</b></p>	
<b>3. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, <i>if applicable</i> : _____	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b> \$ _____	
<b>10. a. Name and Address of Lobbying Registrant</b> <i>(if individual, last name, first name, MI):</i>	<b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
<b>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.</b>	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
<b>Federal Use Only</b>	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

**Proposer Shall Return Completed Form with Proposal**

# Attachment H- Certificate of Interested Parties

(To be completed by awarded vendor)

<b>CERTIFICATE OF INTERESTED PARTIES</b>		<b>FORM 1295</b>	
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.		<b>OFFICE USE ONLY</b>	
<b>1</b> Name of business entity filing form, and the city, state and country of the business entity's place of business.			
<b>2</b> Name of governmental entity or state agency that is a party to the contract for which the form is being filed.			
<b>3</b> 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
<b>5</b> Check only if there is NO Interested Party. <input type="checkbox"/>			
<b>6 AFFIDAVIT</b> <span style="float: right;">I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.</span>			
_____ Signature of authorized agent of contracting business entity			
AFFIX NOTARY STAMP / SEAL ABOVE			
Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.			
_____ Signature of officer administering oath	_____ Printed name of officer administering oath	_____ Title of officer administering oath	
<b>ADD ADDITIONAL PAGES AS NECESSARY</b>			

**Proposer Shall Return Completed Form with Proposal**

## Attachment I- House Bill 89 Verification

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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 J- Senate Bill 252 Certification

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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 K- 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 2C.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 L- 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.**