



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

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

LEGAL NOTICE
Advertisement for Request for Qualifications

August 18, 2022

Notice is hereby given that sealed Responses will be accepted by Jefferson County Drainage District No. 6's (District) Purchasing Department for (RFQ 22-023/KJS) Professional Engineering Services for Community Development Block Grant-Mitigation (CDBG-MIT). **Specifications for this request for qualifications may be obtained from the District's website, <http://www.dd6.org>.**

The District 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 with Professional Engineering Services on CDGB-MIT contract(s), if awarded, to support eligible activities. Responses are to be sealed and addressed to the Chief Business Officer with the Request number and name marked on the outside of the envelope or box. Firms shall forward an original and three (3) hard copies of their qualifications to the address shown below. Late Responses will be rejected as non-responsive. Responses will be publicly opened and only the firm name will be read aloud in the District Board Room at the time and date below. Responses shall be opened in a manner that avoids disclosure of the contents to competing Firms and maintains the confidentiality of the Responses during negotiations. Responses will be open for public inspection after the award of the contract, except for trade secrets and confidential information. Firms are invited to attend the sealed opening.

RFQ NAME:	Professional Engineering Services for CDBG-MIT
RFQ NO:	RFQ 22-023/KJS
DUE DATE/TIME:	2:00 PM, September 15, 2022
MAIL OR DELIVER TO:	Jefferson County Drainage District No. 6
	Purchasing Department
	6550 Walden Road
	Beaumont, Texas 77707

Any questions relating to these requirements should be directed to the Purchasing Department 409-842-1818. Or email kstewart@dd6.org

The District encourages Disadvantaged Business Enterprises to participate in the qualification's submission process. 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. Individuals requiring special accommodations are requested to contact our office at 409-842-1818 to make arrangements no later than seven (7) calendar days prior to the submittal deadline. The District reserves the right to accept or reject any or all responses, 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:
The Examiner August 18 and August 25, 2022
Electronic State Business Daily <http://www.txsmartbuy.com/sp/>

Request for Statements of Qualification (RFQ 22-023/KJS) Professional Engineering Services for CDBG-MIT Projects

Section 1. Introduction

Jefferson County Drainage District No. 6 (the District) 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. The District is seeking to contract with one, or more, competent Engineers, registered to practice in the State of Texas, to assist in the process.

- a. The engineering contract if awarded will encompass all application and project related engineering services to the District under HUD/GLO's CDBG-MIT.
- b. The selected Engineer(s) if awarded will develop project scope and complete the CDBG-MIT application. The selected Engineer(s) will work with the District and its grant consultants(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 GLO/HUD.
- c. Engineer(s) will provide services necessary to complete infrastructure, utilities, and eligible projects approved for flooding mitigation and drainage infrastructure improvement funding. The selected engineer(s) must follow all requirements of the CDBG-MIT program along with any, and all, GLO/HUD policies, rules, and regulations.

Section 2. Intent

The District is seeking to contract with one, or more, competent Engineers, registered to practice in the State of Texas, with qualifications and the following experience.

- d. Implementing structural and non-structural projects, programs, and partnerships throughout the State of Texas that reduce the risks and impacts of future natural disaster.
- e. Federally funded construction projects.
- f. Familiarity with projects involving earthen and significant natural drainage structures.
- g. Projects located in and around Southeast Texas or the Gulf Coast

Section 3. Selection Committee and Evaluation Process

By submitting a response to this solicitation, the Respondent 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 Respondent to provide Professional Engineering Services and to fulfill requirements under this solicitation. This includes the past history, practices, conduct, ability, and eligibility of any director, officer, or key employee of the Respondent by submitting a response to this solicitation, the Respondent generally releases from liability and waives all claims against any party providing information about the Respondent at the request of the District. Such information may be taken into consideration in evaluating the submitted Qualifications.

- a. Committee. A committee will be established to evaluate the responses. The committee will include employees of the District and other persons invited by the District to participate. After Qualifications 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. Interviews. After Qualifications 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 Respondents to provide an oral presentation interview as a supplement to their submitted response. Any Proposer required to interview should be prepared to discuss and substantiate any area of their submitted response. The District is under no obligation to grant interviews to any Respondent receiving a copy of this RFQ and/or submitting Qualifications in response to this RFQ.

Section 4. Selection of Firms

Respondents are encouraged to submit statements of qualifications and experience. Responses will be evaluated using a "Qualifications Based" approach and will follow a two-step process to comply with 2 CFR 200.320 (d)(5).

- a. **Step One:** The Selection Committee will evaluate qualified responses. Responses will be ranked on the basis of demonstrated experience, work performance, and capacity to perform to create a short list. Fees, price, work hours, or any other cost information will not be considered in the development of the short list.
- b. **Step Two:** The District will then enter into negotiations with the highest qualified firm. The negotiations will first establish the scope, terms and conditions, and time limits for the proposed contract. Once agreement is reached between the District and the selected firm, the District will request a fee proposal from the firm. If agreement is reached, the District will retain the firm and enter into a written contract with it. If an agreement cannot be negotiated with the selected firm, the District will then enter into negotiations with the next most qualified firm. This procedure will continue until an agreement is reached and a contract is produced. If the District cannot negotiate an agreement, the procedure will be terminated.
- c. **Evaluation Criteria** - The qualifications received will be evaluated and ranked according to the following criteria See (Attachment B) for a sample professional engineering rating sheet.

Criteria	Maximum Points
Experience	60
Work Performance	25
Capacity to Perform	15
Total	100

Section 5. Statement of Qualifications

Submission Requirements

- a. A transmittal letter, which shall be considered an integral part of the response, shall be signed by an individual who is authorized to bind the submitting firm contractually and shall include:
 - A brief statement of the Engineer's understanding of the Scope of Services (Attachment A) to be performed.
 - Confirmation that the Engineer meets the appropriate state licensing requirements to practice as an engineer in Texas. See, TEX. OCC. CODE §1001.301.
 - Confirmation that the Engineer has not had a record of substandard work within the last five (5) years.
 - Confirmation that the Engineer has not engaged in any unethical practices within the last five (5) years.
 - If the Respondent 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 Respondent 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 Respondent 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.

- b. A statement of all experience and qualifications as related to the proposed Scope of Services attached as (Attachment A) as they relate to the evaluation criteria and all requirements of this RFQ including the following
 - A detailed description as to how the Engineer meets each requirement as detailed in the Scope of Services in (Attachment A).
- c. Description of work performance and experience with Professional Engineering Services for Governmental Entities (within the past five years) including a list of at least five(5) references from past public works construction including but not limited to disaster recovery projects, flooding mitigation, drainage improvement and related challenges and include information describing the recency and relevancy of the previous performance and experience.
- d. Experience with federally funded construction projects and the provision of engineering services to governmental clients such as the District within the State of Texas.
- e. Description of your firm's capacity to perform as well as resumes of all employees who will or may be assigned to provide technical assistance if your firm is awarded this Professional Engineering Services contract, identifying current employees and proposed hires.
- f. Statement substantiating the resources of the proposing entity and the ability to carry out the scope of work requested within the proposed timeline.
- g. Provide a listing of all current litigation(s), outstanding judgements and liens affecting the firm.
- h. Any other information that the Engineer deems appropriate in support of its submittal.
- i. **Insurance.** Each Engineering Firm must include a copy of the Engineering Firm's current certificate of insurance for professional liability as well as evidence that the policy covers any subcontractors employed by the Engineering Firm unless the subcontractor provides evidence of such independent insurance coverage. The District should be named as an additional insured party on the certificate. Respondent and Respondent'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 Respondent's performance under this agreement.
- j. **System for Award Management.** the Firm must include a certification that the Engineering Firm is not debarred or suspended from the Excluded Parties List System ("EPLS") in the System for Award Management ("SAM") (See, Attachment C). Engineering Firm must include verification that the Engineering Firm, as well as the Engineering Firm's key employees, are not listed (are not debarred) through the SAM as indicated on the website <https://sam.gov/SAM/>. Each Engineering Firm must enclose a printed copy of the search results (including the record date).
- k. **Affidavit of Non-Collusion.** Engineering Firm must complete and include the Affidavit of Non-Collusion (See, Attachment D).
- l. **Form CIQ.** Each Engineering Firm (and/or any key employee of Engineering Firm) seeking to contract with a local government entity must disclose the Engineering Firm's (and/or any key employee of Engineering Firm) 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 Engineering Firm (and/or any key employee of Engineering Firm) must complete and attach Form CIQ (See, Attachment E).
- m. **Certification Regarding Lobbying.** A Certification for Contracts, Grants, Loans, and Cooperative Agreements (See, Attachment F) is included in the RFQ and must be included in each Engineering Firm's submittal.
- n. **Disclosure of Lobbying Activities.** Each Engineering Firm must complete a Disclosure of Lobbying Activities (See, Attachment G) of the Engineering Firm, and its key employees.
- o. **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 Engineering Firm that is awarded a contract must complete and submit Form 1295 at the same time as the Engineering Firm submits a signed contract. A copy of Form 1295 is included in this RFQ for the convenience of each Engineering Firm (See, Attachment H).

- p. **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 I).
- q. **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 Respondents/independent Respondents 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 J)
- r. **Mandated Federal and State Contract Provisions**. All contracts between the District and a Engineering Firm must include the mandated federal and state contract clauses (See, Attachment K).
- s. **Non-Disclosure Agreement** Respondent References Signature Page (See, Attachment L)

Section 6. Confidential/Proprietary Information

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

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

Section 7. Contracting With Disadvantaged Businesses

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

- 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 as well as other state and local resources for sourcing disadvantaged enterprises.

Disadvantaged Enterprises. The District encourages Section 3 residents, minority business enterprises, small business enterprises, women business enterprises, and labor surplus area firms to submit statements of qualifications in response to this RFQ.

Section 8. Use of Subcontractors

Use of Subcontractors. Where an Engineer intends to outsource any part of its services to a subcontractor, the Engineer shall identify the subcontractor as well as its key employees. The Engineer shall provide information sufficient to demonstrate the subcontractor's ability and competency to perform the outsourced services. Lastly, each contemplated subcontractor must complete and return all attachments to this solicitation.

Section 9. Terms and Conditions

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

Section 10. Deadline for Submission

- a. **Deadline** Qualifications must be received no later than 2:00PM CDT, Thursday September 15, 2022. It is the responsibility of the submitting firm to ensure that the Response 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.
- b. Responses are to be sealed and addressed to the Chief Business Officer with the Request number and name marked on the outside of the envelope or box.
- c. Firms shall submit an original and three (3) hard copies of their qualifications to
Jefferson County Drainage District No. 6
Attn: Karen J. Stewart
6550 Walden Road
Beaumont, Texas 77707
- d. Late Responses will be rejected as non-responsive.

Attachment A: Scope of Services

EXPECTED SCOPE OF SERVICES: CDBG-MIT (GLO-HUD)

Respondents will be required to show the ability to provide all the Engineering services described below, however the District makes no guarantees to contract for all services listed below. Respondent shall then provide a detailed description of how they meet the requirement, describing their knowledge and experience, as well as providing discrete examples of previous work where applicable.

General Requirements

- a. Coordinate, as necessary, between the District and its service providers (i.e., Engineer, Environmental, Contracted Construction Company, Grant Administrator, etc.) and GLO. regarding project design services.
- b. Provide monthly project status updates.
- c. Funding release will be based on deliverables identified in the contract.

Initial Engineering and Design Support

Respondents will be required to show the ability to provide all the Engineering services described below:

- a. Assist with the development of grant applications, as necessary.
- b. Provide all project information necessary to ensure timely execution of the environmental review.
- c. Provide preliminary engineering, investigations, and drawings sufficient to achieve the preliminary design milestone, including at a minimum:
 - Cross sections/elevations
 - Project layout/staging areas
 - General notes
 - Special notes
 - Design details
 - Specifications
 - Utility relocation designs
 - Construction limits, including environmentally sensitive areas that should be avoided during construction
 - Required permits
 - Quantities
 - Estimate of construction costs to within +/- 25%
 - Schedules for design, permitting, acquisition and construction
- d. Design surveying, topographic and utility mapping.
- e. Perform subsurface explorations for project sites, as necessary.
- f. Prepare horizontal alignments/layouts for all proposed project alternatives necessary to fully describe the project scope, anticipated limitations, and potential project impacts.
- g. Recommend value engineering options (alternative design, construction methods, procurement, etc.) that may improve efficiency, expedite the schedule, or reduce project costs for the District.

- h. Identify, acquire and submit all necessary permits and approvals required for design approval and construction.
- i. Submit all necessary deliverables to the appropriate entity for review and comment. Adjust project and/or design to satisfactorily address any comments, as necessary.
- j. Prepare plans and profiles, including vertical design information for the selected alternative.
- k. Identify and address potential obstacles to project implementation (i.e., pipelines, easements, permitting, environmental, etc.) prior to moving forward with the final design.
- l. Support the District with acquisition or property/servitudes/right-of-way documentation as required by the City to facilitate the project, preparing right of way surveys and/or property boundary maps and legal descriptions of parcels to be acquired.
- m. Provide project schedules from cradle to grave in MS Project format or equal as approved by the District based on GLO guidance.

Engineering and Final Design Support

Respondents will be required to show the ability to provide all the Engineering services described below as they relate to final design support:

- a. Prepare plans and profiles, including necessary design information for the selected alternative sufficient to achieve all detailed design milestones. Examples include, but are not limited to:
 - Cross sections/elevations
 - Project layout/staging areas
 - General notes
 - Special notes
 - Design details
 - Specifications
 - Utility relocation designs
 - Construction limits, including environmentally sensitive areas that should be avoided during construction
 - Required permits
 - Quantities
 - Estimate of construction costs to within +/- 20%
 - Schedules for design, permitting, acquisition and construction
 - Provide information to appropriate individuals for the development of environmental fund release reports and floodplain maps.
- b. Identify, acquire and submit all necessary permits and approvals required for design approval and construction.
- c. Provide hard copy, if necessary, reproducible plan drawings and bid documents, in addition to electronic copies to the District, upon design completion, and as requested during design. Electronic copies should be in the native format (AutoCAD DWG) along with PDF packages and should contain all corresponding references, databases, or files associated with the completed design documents.
- d. Assist the District and any service provider related to the project with all necessary documentation to ensure compliance with all Program requirements and regulations.

Contract Management and Construction Oversight

Respondents will be required to show the ability to provide all the Engineering services described below as they relate to contract management and construction oversight.

- a. Ensure delivery of the District project in accordance with contract.
- b. Provide ongoing Construction Oversight Reports detailing the status of construction for the District project.
- c. Review all service provider submittals to ensure compliance with construction contract documents and provide recommendations to the District.
- d. Provide periodic and final inspections and tests reports, as required for the project.
- e. Provide on-site supervision and oversight of construction activities at a minimum on a bi-weekly basis or as directed by the GLO or the District.
- f. Review Construction Change Orders and provide recommendation to the District as to appropriate action.
- g. Review invoice/draw requests and provide recommendation to the District as to appropriate action, in compliance with the construction contract documents.
- h. Obtain independent cost estimates for validation purposes, as required.
- i. Review and respond to requests for information/clarification.
- j. Support the District with issue identification and claims resolutions.
- k. Enter all requisite information into the GLO system of record in accordance with established policies and procedures.
- l. Develop a final "as built" report of quantities, drawings, and specifications.
- m. Issue to the District, for execution, a Certificate of Construction Completion within 30 days of final inspection approval.
- n. Deliver "as-built" drawings to the District within 30 days of project completion.
- o. Host and/or attend project coordination meetings in person, by phone, or by video conference, which may or may not fall during normal business hours.
- p. Perform other contract management and construction oversight duties as required to ensure success of the District project.
- q. Provide necessary certifications to regulatory agencies of project completion and compliance (ex. TCEQ).
- r. Submit all final invoices within 60 days after contract or work order expiration.

Specialized Services

Respondents will be required to show the ability to provide all the Engineering services described below as they relate to specialized services.

- a. Provide Geotechnical Investigations as may be required for a project.
- b. Provide Detailed Surveying as may be required for a project.
- c. Provide Site Specific Testing as may be required for a project.
- d. Provide Archeological Studies as may be required for a project.
- e. Provide Planning Studies as may be required for a project.
- f. Provide Feasibility Studies as may be required for a project.
- g. Provide Legal documentation for property and/or easements to be acquired (i.e., field notes, etc.).
- h. Provide Phase I and Phase II environmental site assessments as requested.

Attachment B: Sample Evaluation Rating Sheet

ENGINEERING RATING SHEET CDBG-MIT

Jefferson County Drainage District No. 6	CDBG-MIT	GLO/HUD
Engineer:		
Evaluator:	Date: / / 2022	

EXPERIENCE: Rate the Engineer for experience in the following areas:

Factor	Max Pts.	Score
Has previously designed flood drainage and improvement projects	20	
Has experience working on federally funded construction projects	15	
Has worked on drainage projects in the Southeast Texas region	10	
Extent of experience in project construction management	15	
Total Score	60	

WORK PERFORMANCE: Rate the Engineer for work performance in the following areas:

Factor	Max Pts.	Score
Past projects completed on schedule	10	
Manages projects within budgetary constraints	5	
Work is of high quality	10	
Total Score	25	

CAPACITY TO PERFORM Rate the Engineer for capacity to perform in the following areas:

Factor	Max Pts.	Score
Staff level/ Experience of Staff	5	
Adequacy of resources	5	
Professional liability insurance is in full force	5	
Total Score	15	

TOTAL SCORE:

Factor	Max Pts.	Score
Experience	60	
Work Performance	25	
Capacity to Perform	15	
Total Score	100	

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!

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 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

Respondent 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 Respondent in the matter of the Proposal to which this affidavit is attached, and I have full knowledge of the relations of the Respondent with the other firms in this same line of business, and the Respondent 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 Respondent 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

Respondent: _____

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.

Respondent Shall Return Completed Form with Proposal

Attachment E: Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY <div style="border: 1px solid black; height: 150px; margin-top: 5px;"></div>	
<div style="border: 1px solid black; padding: 2px;"> 1 Name of vendor who has a business relationship with local governmental entity. </div>		
<div style="border: 1px solid black; padding: 2px;"> 2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (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.) </div>		
<div style="border: 1px solid black; padding: 2px;"> 3 Name of local government officer about whom the information in this section is being disclosed. <div style="text-align: center; margin-top: 10px;"> _____ Name of Officer </div> <p style="margin-top: 10px;">This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <div style="text-align: center; margin-top: 5px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> <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> <div style="text-align: center; margin-top: 5px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> <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> <div style="text-align: center; margin-top: 5px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p> </div>		
<div style="border: 1px solid black; padding: 2px;"> 4 <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 60%;"> _____ Signature of vendor doing business with the governmental entity </div> <div style="width: 35%;"> _____ Date </div> </div> </div>		

Adopted 8/7/2015

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

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

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

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

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

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

(2) the vendor:

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

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

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

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

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

Respondent 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 the Districts 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 Respondent, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Respondent 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 Respondent's Authorized Official

Date

Name and Title of Respondent's Authorized Official

Respondent 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 (RFQ) 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., "RFQ-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)

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

Respondent Shall Return Completed Form with Proposal

Attachment H- Certificate of Interested Parties

(To be completed by awarded vendor)

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

Respondent Shall Return Completed Form with Proposal

Attachment I- House Bill 89 Verification

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

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

Pursuant to Section 2270.001, Texas Government Code:

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

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

Signature of Company Representative

Date

On this _____ day of _____, 2022, personally appeared _____, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

Notary Seal

Notary Signature

Date

Respondent Must Complete and Return This Page With Offer

Attachment J- Senate Bill 2252 Certification

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

Company Name

IFB/RFQ/RFQ number

Certification check performed by:

Purchasing Representative

Date

Respondent 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, Respondent 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, Respondent 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 Respondent 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 Respondent agrees that the contract can be terminated if Respondent 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, Respondent certifies that neither it nor its parent company, nor any affiliate of Respondent 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.** Respondent 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, Respondent shall promptly notify the District. TEX. GOV'T CODE §2271.002.
- E. Entities That Boycott Israel.** Respondent 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, Respondent shall promptly notify the District. TEX. GOV'T CODE §2271.002.
- F. Excluded Parties.** Respondent certifies that it is not listed in the prohibited Respondents 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.** Respondent 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, Respondent shall promptly notify the District. TEX. GOV'T CODE §22774.001 *et seq.*

- H. Foreign Terrorist Organizations.** Respondent 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.** Respondent 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"). Respondent expressly understands and agrees that the District shall release all information necessary to comply with Texas law without the prior written consent of Respondent. 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 Respondent 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 Respondent's rights, title to, or interest in any information or data or a part thereof, furnished to the District by Respondent under this Agreement, then the District will promptly notify Respondent of such request. Respondent 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. Respondent is solely responsible for submitting the memorandum brief and information to the Attorney General within the period prescribed by the Act. Respondent 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, Respondent 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 Respondent and agents acting on behalf of Respondent 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 Respondent 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 Respondent 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. Respondent 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)

Respondent 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 Respondent shall comply with all the following provisions:

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

1. The Respondent will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Respondent 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 Respondent 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 Respondent will, in all solicitations or advertisements for employees placed by or on behalf of the Respondent, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
2. The Respondent 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 Respondent's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
3. The Respondent 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 Respondent 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 Respondent'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 Respondent 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 Respondent 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 Respondent. The Respondent 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 Respondent becomes involved in, or is threatened with, litigation with a sub-Respondent or Respondent as a result of such direction by the administering agency the Respondent 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 Respondent shall comply with 18 U.S.C. § 874, 40
2. 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.
3. **Subcontracts.** The Respondent 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 Respondent shall be responsible for the compliance by any subcontractors or lower tier subcontractors with all of these contract clauses.
4. **Breach.** A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Respondent 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 Respondent 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 Respondent, and any subcontractors responsible therefor, shall be liable for the unpaid wages. In addition, the Respondent 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 Respondent or subcontractors under any such contract or any other Federal contract with the same prime Respondent, or any other federally-assisted contract subject to the contract work hours and Safety Standards Act, which is held by the same prime Respondent, such sums as may be determined to be necessary to satisfy any liabilities of such Respondent or subcontractors for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
4. **Subcontracts.** The Respondent 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 Respondent 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. Respondent 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. Respondent 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. Respondent 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. Respondent 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. Respondent 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 Respondent 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 Respondent is required to verify that none of the Respondent, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. The Respondent 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 Respondent 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 Respondent 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. Respondent 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, Respondent 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 Respondent acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Respondent's actions pertaining to this contract.
- J. Access to Records.** The following access to records requirements applies to this Contract:
1. The Respondent 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 Respondent which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
 2. The Respondent 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 Respondent 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 Respondent 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).** Respondent 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 Respondent must complete and submit the Certification Regarding Lobbying Form.
- M. Whistleblower Protection Act.** The Respondent 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 Respondent 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 Respondent will be given adequate time to employ sound professional practices. A breach of this contract by Respondent would cause substantial delay in the completion of the required services affecting the safety and welfare of the public.
 2. In the event of Respondent's breach of its performance obligations, the District shall have all rights and remedies against Respondent 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 Respondent under the contract, the Respondent 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 Respondent subcontract any of the work under this contract, Respondent 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 Respondent 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, Respondent, 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 Respondent 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 Respondent is reasonably compensated in the event that such amendment or modification of the contract does materially alter Respondent's obligations hereunder.

Attachment L: Non-Disclosure Agreement

In consideration of the District retaining the services of a consultant and because of the sensitivity of certain information which may come under the care and control of Consultant, both parties agree that all information regarding the District or any selected District agency subject to this Contract; or gathered, produced, or derived from this project (Confidential Information) must remain confidential subject to release only by permission of the District, and more specifically agree as follows:

Media releases pertaining to this RFP and/or any resulting contract, or the services to which they relate, will not be made without the prior written consent of the District, and then only in accordance with explicit written instructions from the District. The disclosure of the contents of proposals prior to the award of a contract under this RFP, or any other violation of this section, may result in disqualification.

1. The Information may be used by Consultant only to assist Consultant in connection with its engagement with the District.
2. Consultant will not, at any time, use the Information in any fashion, form, or manner except in its capacity as independent consultant to the District.
3. Consultant agrees to maintain the confidentiality of all deliverables resulting from this Contract in the same manner that it protects the confidentiality of its own proprietary products of like kind.
4. The Information may not be copied or reproduced without the District's written consent.
5. All materials made available to Consultant, including copies thereof, must be returned to District upon the first to occur of; (a) completion of the project, or (b) request by the District.
6. The foregoing must not prohibit or limit Consultant use of the information (including, but not limited to, ideas, concepts, know-how, techniques and methodologies) (a) previously known to it, (b) independently developed by it, (c) acquired by it from a third party, or (d) which is or becomes part of the public domain through no breach to Consultant of this agreement.
7. This agreement shall become effective as of the date Information is first made available to Consultant and must survive the contract and be a continuing requirement.
8. The breach of this Nondisclosure Agreement by Consultant shall entitle the District to immediately terminate the Agreement upon written notice to Respondent for such breach. The parties acknowledge that the measure of damages in the event of a breach of this Nondisclosure Agreement may be difficult or impossible to calculate, depending on the nature of the breach. Regardless of whether the District elects to terminate the Agreement upon the breach hereof, the District may require Consultant to pay to the District the sum of \$1,000 for each breach as liquidated damages. This amount is not intended to be in the nature of a penalty but is intended to be a reasonable estimate of the amount of damages to the District in the event of a breach hereof by Consultant. Comptroller does not waive any right to seek additional relief, either equitable or otherwise, concerning any breach of this Agreement.

[Printed Name of Consultant]

By: _____

Title: _____

Date: _____

Respondent Must Return This Page With Offer