



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 Proposal
August 17, 2023

Notice is hereby given that sealed proposals will be accepted by the Jefferson County Drainage District No. 6 Purchasing Department for RFP 23-010/KJS, Grant Application Development and Grant Management for 2023 Funding of Hazard Mitigation Grant Program (HMGP), Building Resilient Infrastructure and Communities Grant Program (BRIC), and/or Flood Mitigation Assistance Grant Program (FMA).

Drainage District No. 6 plans to apply for available grant funding offered under FMA, BRIC, and HMGP. These services are being solicited to assist the District in its applications and administration of 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-proposal/>

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 three (3) 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 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 offerors and maintains the confidentiality of the proposals during negotiations. Offerors are invited to attend the sealed proposal opening.

RFP NAME:	Grant Application Development and Management for 2023 Funding of (HMGP), (BRIC), and/or (FMA)
RFP NO:	RFP 23-010/KJS
DUE DATE:	2:00 PM, September 19, 2023
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 Jefferson County Drainage District No. 6 is an Affirmative Action/Equal Opportunity Employer and encourages 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.

A handwritten signature in black ink that reads 'Karen J. Stewart'. The signature is written over a circular stamp that is partially visible, which appears to be the same as the one in the top left of the page.

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

<p>Publish: The Examiner August 17 and August 24, 2023</p>
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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, also known as pre-award and post-award grant services for Hazard Mitigation Assistance (HMA) contract(s), if awarded, from the Texas Division of Emergency Management (TDEM) and/or Texas Water Development Board (TWDB). HMA includes FEMA Hazard Mitigation Grant Program (HMGP), Building Resilient Infrastructure and Communities Grant Program (BRIC) and Flood Mitigation Assistance Grant Program (FMA).

Drainage District No. 6 is considering applying for such funding to support eligible mitigation projects under the following programs:

- Hazard Mitigation Grant Program (HMGP)
- Building Resilient Infrastructure and Communities Grant Program (BRIC)
- Flood Mitigation Assistance Grant Program (FMA)

Proposers must submit a proposal that includes each individual funding program for which they would like to compete for an awarded contract. Multiple contracts may be awarded as a result of this solicitation.

1.1 Governing Law

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

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 the 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, September 19, 2023, Please take District Holidays into account when planning delivery of proposals.

District Holidays 2023:

January 16	Monday	Martin Luther King, Jr. Day
February 20	Monday	President's Day
April 7	Friday	Good Friday
May 29	Monday	Memorial Day
July 4	Tuesday	Independence Day
September 4	Monday	Labor Day
November 10	Friday	Veteran's Day
November 23 & 24	Thursday & Friday	Thanksgiving
December 25 & 26	Monday & Tuesday	Christmas
January 1, 2024	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 12:00 noon Central on September 12, 2023.
- 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

August 17, 2023	Issuance of Request for Proposal
September 12, 2023	Deadline for Written Submission of Questions
September 19, 2023	Deadline Proposal Submission
September 20, 2023	Proposals Distributed to Evaluation Committee Members
September 27-29, 2023	Interviews to be Conducted (Not Required or Guaranteed)
October 2023	Recommendation for Award

2. RFP for Administration/Professional Services

Jefferson County Drainage District No. 6, hereinafter referred to as the District, seeks submittals in response to this Request for Proposals (RFP) from qualified firms to provide Professional Services to provide Grant Administration and Management Services also known as pre-award and post-award grant services for Hazard Mitigation Assistance (HMA) contract(s), if awarded, from the Texas Division of Emergency Management (TDEM) and/or Texas Water Development Board (TWDB). HMA includes FEMA Hazard Mitigation Grant Program (HMGP), Building Resilient Infrastructure and Communities Grant Program (BRIC) and Flood Mitigation Assistance Grant Program (FMA).

Drainage District No. 6 is considering applying for such funding to support eligible mitigation projects under the following programs:

- Hazard Mitigation Grant Program (HMGP)
- Building Resilient Infrastructure and Communities Grant Program (BRIC)
- Flood Mitigation Assistance Grant Program (FMA)

Proposers are asked to submit a response to the scope of services for each individual funding source that they wish to be considered for contract. The cover page and other previously mentioned submittals can be provided once, with a breakout of service experience as it individually relates to this scope of work and the three funding sources (HMGP, BRIC, and FMA).

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 three funding sources (HMGP, BRIC, and FMA), including, but not limited to, the following services:

- a. Pre-Award Services*. The selected grant administrator(s) will develop project scope and complete the grant 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 HMGP, BRIC, and/or FMA.
- 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 program along with any, and all, (HMGP, BRIC, and FMA) policies, rules, and regulations. Each Grant Administrator is to specify actual services to be performed under each of these categories.
 - Provide Grant Application Development
 - Provide General Grant Administration
 - Provide General Project Management

2.2 Intent

The District is seeking to contract with competent (“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 (HMGP, BRIC, and FMA) 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 (HMGP, BRIC, and FMA) 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 (HMGP, BRIC, and FMA) grant. 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.

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
TOTAL	100

- 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 see (Attachment A).
- 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 I).

- 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 J)
- 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 K).
- l. Non-Disclosure Agreement Vendor References Signature Page (See, Attachment L)

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 Deadline for Submission

Proposals must be received no later than 2:00PM CDT, September 19, 2023. 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.

2.9 Schedules and Deadlines

Services to initiate in FY 2023. Specific task schedules shall be established by the District to correspond to FEMA guidance, FEMA grant application periods, and FEMA required performance period of awarded grants.

Attachment A:

Scope Of Grant Application And Administration Services

The Vendor shall provide the following scope of services:

Proposers must be qualified to provide Grant Administration services for mitigation project (s). Grant administrative services must be performed in compliance with the guidelines issued by the (HMGP, BRIC, and FMA) 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 (HMGP, BRIC, and FMA). 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 (HMGP, BRIC, and FMA) 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 (HMGP, BRIC, and FMA); 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 program as specified by (HMGP, BRIC, and FMA).

B. Grant Application Development

1. Develop and implement local criteria to prioritize applicants
2. Identify and evaluate candidate projects suitable for grant funding
3. Provide engineering support and design services as needed to develop public infrastructure project grant applications
4. Provide written overview of drainage project evaluations to include list of data needs
5. Conduct water surface reduction analysis for potential drainage project areas
6. Provide written report summarizing results of water surface reduction analysis with estimated benefit calculations for each reduction scenario
7. Complete Benefit Cost Analysis per FEMA's Guidance for candidate drainage projects
8. Complete project scope of work, cost estimate, schedule and justifications and all other elements of grant application
9. Complete Benefit Cost Analysis calculations per FEMA guidance for properties to be included in grant application
10. Provide recommendation to District of which properties or drainage projects to include in grant application based on FMA guidance and Benefit Cost Analysis calculations
11. Conduct review and analysis of FEMA and other data to validate property classification and cost estimates.
12. Assist District with execution of required certifications and other documents
13. Assist District with the completion and submittal of grant applications

14. Respond to any State or FEMA requests for information post-application submittal General Grant Administration

C. Grant Administration- Fully administer all aspects of HMGP, BRIC, and FMA grants according to any contractual agreement with Texas Water Development Board, Texas Department of Emergency Management, other State Agencies and FEMA.

1. Report to local officials on progress of grant applications and projects
2. Prepare required reports to the State.
3. Prepare requests for advances or reimbursements from the District to the State.
4. Assist the District in evaluating options for the procurement of qualified Proposers in accordance with 2 CFR Part 200 and State of Texas procurement standards.
5. Provide Grant administration and compliances support for public infrastructure projects
6. Prepare reconciliation with State on all grant funds.
7. Prepare all reports and forms required for grant closeout.
8. Participate in any review or audit of grant by Texas Water Development Board, Texas Department of Emergency Management, other State Agencies and FEMA or their assignee and address any questions, findings or deficiencies noted.
9. Assist the District in managing budget to ensure that all projects are completed with the available Federal funding.
10. Assist the District in ensuring that the project contract specifications meet the FEMA grant requirements.
11. Assist the District in developing process to ensure that construction is performed in compliance with engineering specifications.
12. Assist the District in ensuring professional engineer reviews all construction specifications.
13. Assist the District in soliciting project Proposers in accordance with Federal and State procurement standards.

D. Ancillary services that may be necessary to satisfactorily complete the above-listed scope of work categories include: ongoing document preparation, ongoing coordination of grant and local match funds, creation and submittal of grant payment requests to state agency, technical assistance and advice, coordination and liaison services, assistance with project modifications and amendments, real property acquisition assistance and advice.

1. Per Parcel Project Management Services for Home Acquisition/Demolition
2. For each parcel that is approved for acquisition, the consultant will perform the following services:
3. Review and Oversight of Title Company Activities. The Proposer will ensure that the Title Company activities are performed in a timely manner and in accordance with the terms of the contract.
4. Review and Oversight of Appraisal Firm. The Proposer will ensure that the appraisals are completed in a timely manner and in compliance with the Uniform Standards for Professional Appraisal Practices (USPAP) and Grant agency requirements.
5. Develop Data for Determining Compensation. Information provided by the community will be reviewed and an amount of compensation for each parcel will be recommended. The Proposer will analyze the appraisal and/or community information to extract the needed information for the preparation of the Statement of Determination of Compensation and Offer to Sell Real Property. Duplication of Benefits information will be reviewed and proper

deductions from value will be made. Note: Duplication of Benefits data will be provided by the Community.

6. Prepare Contract for Sale. Utilizing the data developed or obtained in Tasks above, Proposer will prepare the voluntary offer documents. This will be provided to the District for review and approval prior to presentation to the owner.
7. Meet with Owners. Each parcel owner will be scheduled for a meeting at which time the letter from the District explaining the acquisition process and the owner's rights and options will be reviewed. The offer documents will also be explained to each parcel owner. If duplication of benefits deductions are made and the owner has documentation to support a revision to the deductions or to support a reimbursement, appropriate adjustments will be made. The meetings will be conducted in facilities provided by the District. Following this meeting, the offer to sell will be presented to the owner by the District's authorized representative.
8. Deeds. The Proposer will provide the Title Company a sample Deed for each parcel in a form that meets the requirements of the FEMA Section 404 program and/or the appropriate Grant agency. The Deed will be suitable for recording with the Recorder of Deeds in the appropriate County and will have the appropriate deed restrictions as directed by FEMA and/or the Grant agency.
9. Oversee and Coordinate Settlements. The title company will be responsible for scheduling closing with each parcel owner and for the preparation of all documents necessary for closing. These activities will be monitored by Proposer to ensure that they are performed in a timely manner and that all matters are properly coordinated. A listing will be prepared and provided to the Client prior to each closing which identifies the amount needed for disbursement by the title company at the closing. The listing will identify each parcel by parcel number, owner name, address of property and amount of compensation. The client will be advised to deposit the needed funds in the Title Company escrow prior to closing.
10. Prepare and Maintain Hard Copy Case Files. A hard copy case file for each parcel purchased will be prepared and submitted to the client.

Attachment B: Grant Administrator Rating Sheet

Grant Recipient: Jefferson County Drainage District No. 6	(HMGP, BRIC, and FMA)	
Grant Administrator:		
Evaluator:	Date: / / 2023	

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	
Total Score:	30	

WORK PERFORMANCE:

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

CAPACITY TO PERFORM:

Factor	Max Pts.	Score
Qualifications of Professional Administrators/Experience of Staff	7	
Present and Projected Workloads	7	
Quality of Proposal/Work Plan	6	
Total Score:	20	

PROPOSED COST:

Factor	Max Pts.	Score
Proposed costs	10	
Total Score:	10	

TOTAL SCORE:

Factor	Max Pts.	Score
Experience	30	
Work Performance	40	
Capacity to Perform	20	
Proposed Cost	10	
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

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 _____, 2023.

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

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: 100px; width: 100%;"></div>
1 Name of vendor who has a business relationship with local governmental entity.		
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.)		
3 Name of local government officer about whom the information in this section is being disclosed.		
<hr style="width: 50%; margin: 0 auto;"/> Name of Officer		
<p>This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p>		
<p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"> <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="text-align: center;"> <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="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p>		
<p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p> <div style="border: 1px solid black; height: 100px; width: 100%;"></div>		
<div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 45%;"> <hr style="width: 80%; margin: 0;"/> Signature of vendor doing business with the governmental entity </div> <div style="width: 45%;"> <hr style="width: 80%; margin: 0;"/> Date </div> </div>		

Adopted 8/7/2015

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

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

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

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

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

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

(2) the vendor:

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

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

or

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

Proposer Shall Return Completed Form with Proposal

Attachment 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)

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

Proposer Shall Return Completed Form with Proposal

Attachment 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) <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center; border-bottom: 1px solid black;">Controlling</td> <td style="width: 50%; text-align: center; border-bottom: 1px solid black;">Intermediary</td> </tr> <tr><td style="height: 20px;"></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td></tr> </table>		Controlling	Intermediary																
Controlling	Intermediary																				
5 Check only if there is NO Interested Party. <input type="checkbox"/>																					
6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.																					
<div style="text-align: right; margin-bottom: 10px;"> _____ Signature of authorized agent of contracting business entity </div> <div style="margin-bottom: 10px;"> AFFIX NOTARY STAMP / SEAL ABOVE </div> <div style="margin-bottom: 10px;"> Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office. </div> <div style="display: flex; justify-content: space-between; border-top: 1px solid black; padding-top: 5px;"> Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath </div>																					
ADD ADDITIONAL PAGES AS NECESSARY																					

Proposer Shall Return Completed Form with Proposal

Attachment 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 _____, 2023, 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

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.

- L. Financial Records Clause.** All parties shall maintain satisfactory financial accounting documents and records, including copies of invoices and receipts, and shall make them available for examination and audit by the EXECUTIVE ADMINISTRATOR of the State of Texas or other state agencies. Accounting by the participant and its sub-contracted parties shall be in a manner consistent with generally accepted accounting principles.
 - M. Ownership Clause.** The State of Texas or other state agencies shall have unlimited rights to technical or other data resulting directly from the performance of services under the resulting contract. It is agreed that all reports, drafts of reports, or other material, data, drawings, computer programs and codes associated with the contract and developed by the contractor or its sub-contracted parties pursuant to the resulting contract shall become the joint property of the contractor and the State of Texas or other state agency. These materials shall not be copyrighted or patented by any contractor or by their sub-consultants involved in the contract unless the EXECUTIVE ADMINISTRATOR of the State of Texas or other state agency approves in writing the right to establish copyright or patent; provided, however, that copyrighting or patenting by the contractor or its sub-contractors will in no way limit the State of Texas' or other state agencies' access to or right to request and receive or distribute data and information obtained or developed pursuant to the resulting contract. Any material subject to a State of Texas or other state agencies copyright and produced by the Contractor or the State of Texas pursuant to this resulting contract may be printed by the contractor or the State of Texas or other state agency at their own cost and distributed at their discretion. The contractor may otherwise utilize such material provided under the future contract as it deems necessary and appropriate, including the right to publish and distribute the materials or any parts thereof under its own name, provided that any State of Texas or other state agency copyright is appropriately noted on the printed materials. The contractor(s) and its contracted parties agree to acknowledge the State of Texas or other state agencies in any news releases or other publications relating to the work performed under the contract.
 - N. No Debt Against The State Clause.** The resulting contract shall not be construed as creating any debt by or on behalf of the State of Texas or other state agencies, and all obligations of the State of Texas are subject to the availability of funds. To the extent the performance of this contract transcends the biennium in which the contract is entered into, the contract is specifically contingent upon the continued authority of the State of Texas or other state agencies and appropriations, therefore.
 - O. Licenses, Permit And Insurance Clause.** For the purpose of the resulting contract, the participant will be considered an independent contractor and therefore solely responsible for liability resulting from negligent acts or omissions. The contractor shall obtain all necessary insurance, in the judgment of the contractor, to protect themselves, the District, the State of Texas, other state agencies, and employees and officials of the State of Texas and other agencies from liability arising out of the contract. The contractor(s) shall indemnify and hold the State of Texas and other state agencies harmless, to the extent the contractor(s) may do so in accordance with state law, from any and all losses, damages, liability, or claims therefore, on account of personal injury, death, or property damage of any nature whatsoever caused by the contractor(s), arising out of the activities under the resulting contract. The contractor(s) shall be solely and entirely responsible for procuring all appropriate licenses and permits, which may be required by any competent authority for the contractor(s) to perform the subject work.
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Contract Clauses Mandated By The United States Government (FEMA)

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, if a grant is awarded, by funding offered under FMA, BRIC, and HMGP, 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. DAMAGES, 2 CFR §200.326 Appendix II to Part 200 (A)

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

B. TERMINATION RIGHTS, 2 CFR §200.326 Appendix II to Part 200 (B)

1. **Termination for Convenience:** Whenever the interests of the District so require, District may terminate the parties' Agreement, in whole or in part, for the convenience of the District. District shall give Contractor thirty (30) days prior written notice of termination specifying the portions of the Agreement to be terminated and when such termination will become effective. If only portions of the parties' agreement are terminated, Contractor has the right to withdraw from the parties' Agreement, without adverse action or claims. In the event of a termination for convenience by the District, Contractor shall be entitled to payment for all work and services performed by it up to the effective date of such termination.
2. **Termination for Cause:** The District may, by written notice of default to Contractor, terminate the parties' Agreement, in whole or in part, if the Contractor fails to satisfactorily perform any provisions of the parties' agreement after a period of ten (10) following Contractor's receipt of a Notice of Deficiency provided by the District.

C. EQUAL EMPLOYMENT OPPORTUNITY CLAUSE (2 CFR §200.326 Appendix II to Part 200-(C)

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

1. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. AGREEMENTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
3. CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clauses of this AGREEMENT or with any of the said rules, regulations or orders, this AGREEMENT may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of subparagraphs 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or contractor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation subcontractor or contractor as a result of such direction by the administering agency the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

D. DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT, 2 CFR §200.326 Appen. II to Part 200 (D)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT:

1. Bacon-Davis Act: Applicable to construction or repair of public buildings or public works. see FEMA Public Assistance Program and Policy Guide, Ch.2(V)(G)(2), page 32 (FP 104-009-2/January 2016).
2. Copeland "Anti-Kickback" Act: In contracts subject to the Davis-Bacon Act, CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. §3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that the contractor and subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The GOVERNMENT must report all suspected or reported violations to the appropriate Federal agency.
3. CONTRACTOR 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 AGREEMENT.
4. CONTRACTOR or subcontractor shall insert in any subcontract the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontract with all of these contract clauses.
5. A breach of the AGREEMENT clause above may be grounds for termination of the AGREEMENT, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

E. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 2 CFR §200.326 Appendix II to Part 200 (E) (40 U.S.C. 3701-3708)

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

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one half times the basic rate of pay for all hours worked in excess of forty hours in such work week.
2. Violation: liability for unpaid wages: liquidated damages. In the event of any violation of the clause set forth in paragraph (a) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.
3. Withholding for unpaid wages and liquidated damages. The GOVERNMENT shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.
4. The contractor and subcontractor shall insert in any subcontract the clauses set forth in paragraphs (a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

F. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT, 2 CFR §200.326 Appendix II to Part 200 (F)

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

G. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT, 2 CFR §200.326 Appendix II to Part 200 (G)

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

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

H. ENERGY EFFICIENCY AND CONSERVATION, 2 CFR §200.326 Appendix II to Part 200 (H)

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

I. DEBARMENT AND SUSPENSION, 2 CFR §200.326 Appendix II to Part 200 (I)

This AGREEMENT is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the CONTRACTOR is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

1. The CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
2. This certification is a material representation of fact relied upon by GOVERNMENT. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to GOVERNMENT, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
3. The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C AGREEMENT is valid and throughout the period of performance. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

J. BYRD ANTI-LOBBYING AMENDMENT, 2 CFR §200.326 Appendix II to Part 200 (J)

CONTRACTOR must file with the GOVERNMENT the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. If not provided with the bid response, CONTRACTOR must complete and submit the Certification Regarding Lobbying Form.

K. PROCUREMENT OF RECOVERED MATERIALS, 2 CFR §200.326 Appendix II to Part 200 (K) and 2 CFR §200.322)

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

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

L. AGREEMENTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (2 CFR §200.321) (L)

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

M. ACCESS TO RECORDS (M)

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

N. SEAL, LOGO AND FLAGS (N)

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

O. COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS (O)

This is an acknowledgement that FEMA financial assistance will be used to fund the AGREEMENT only. CONTRACTOR will comply with all federal law, regulations, executive orders, FEMA policies, procedures, and directives.

P. NO OBLIGATION BY FEDERAL GOVERNMENT (P)

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

Q. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS (Q)

CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR'S actions pertaining to this contract.

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 Proposer 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: _____

Proposer Must Return This Page With Offer