



**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 Qualification**  
**October 5, 2023**

Notice is hereby given that sealed Qualifications will be accepted by the Jefferson County Drainage District No. 6 Purchasing Department for RFQ 23-015/KJS, Engineering Services 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-bid/>.

Qualifications are to be sealed and addressed to the Purchasing Department with the Qualification number and name marked on the outside of the envelope or box. Firms shall forward an original and three (3) hard copies of their Qualification to the address shown below. Late Qualifications will be rejected as non-responsive. Qualifications 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. Qualifications shall be opened in a manner that avoids disclosure of the contents to competing offerors and maintains the confidentiality of the Qualifications during negotiations. Offerors are invited to attend the sealed Qualification opening.

<b>RFQ NAME:</b>	<b>Engineering Services for 2023 Funding of (HMGP), (BRIC), and/or (FMA)</b>
<b>RFQ NO:</b>	<b>RFQ 23-015/KJS</b>
<b>DUE DATE:</b>	<b>2:00 PM, October 26, 2023</b>
<b>MAIL OR DELIVER TO:</b>	<b>Jefferson County Drainage District No. 6 Purchasing Department 6550 Walden Rd. Beaumont, Texas 77707</b>

Any questions relating to these requirements should be directed to Karen J. Stewart, Chief Business Officer [kstewart@dd6.org](mailto:kstewart@dd6.org). Jefferson County Drainage District No. 6 is an Affirmative Action/Equal Opportunity Employer and encourages Minority Business Enterprises, Small Business Enterprises, and Women-owned Business Enterprises to submit Qualifications. 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 Qualifications, 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

Publish:  
The Examiner October 5 and October 12, 2023  
Electronic State Business Daily <http://www.txsmartbuy.com/sp/>

**Request for Statements of Qualification (RFQ 23-015/KJS)**  
**Professional Engineering Services for 2023 Funding of HMGP, BRIC, and FMA Projects**

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**Section 1. Introduction:**

This Request for Qualifications (RFQ) is to receive qualifications from qualified firms to provide engineering 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:

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

Respondents must submit qualifications 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.

Firm 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 RFQ**

If Firm discovers any ambiguity, conflict, discrepancy, omission or other error in the RFQ, Firm 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 RFQ without divulging the source of the request for the same. If the Firm fails to notify the District prior to the date and time fixed for submission of Qualifications of an error or ambiguity in the RFQ known to Firm, or an error or ambiguity that reasonably should have been known to Firm, then Firm 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 RFQ, no later than 48 hours prior to the date and time fixed for submission of Qualifications, by issuance of an Addendum to all parties who have received the RFQ. All addenda will be numbered consecutively, beginning with 1.

**1.3 Signature of Qualification**

A transmittal letter, which shall be considered an integral part of the Qualification, shall be signed by an individual who is authorized to bind the Firm contractually. If the Firm 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 Firm 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 Firm 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 Qualification or with the Qualification.

#### **1.4 Economy of Presentation**

Qualifications shall not contain promotional or display materials, except as they may directly answer in whole or in part questions contained in the RFQ. Such exhibits shall be clearly marked with the applicable reference number of the question in the RFQ. Qualifications must address the technical requirements as specified in the RFQ. All questions posed by the RFQ must be answered concisely and clearly. Qualifications that do not address each criterion may be rejected and not considered.

#### **1.5 Qualification Obligation**

The contents of the Qualification and any clarification thereof submitted by the selected Firm 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 RFQ, written clarifications to the RFQ and the District's response to questions; (2) the Firm's Best and Final Offer (if applicable), and (3) the Firm's response to the RFQ.

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 Firm's Best and Final Offer (if applicable); (4) the RFQ, including attachments thereto and written responses to questions and written clarifications; and (5) the Firm's response to the RFQ.

#### **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 RFQ, but which are necessary to provide the functional capabilities described by the Firm, shall be included in the Qualification.

#### **1.9 Withdrawal of Qualification**

The Firm may withdraw its Qualification by submitting a written request, including the signature of an authorized individual, to the District any time prior to the submission deadline. The Firm may thereafter submit a new Qualification prior to the deadline. Modification or withdrawal of the Qualification 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 Firm, and/or to reject any or all Qualifications. In the event the highest dollar Firm meeting specifications is not awarded a contract, the Firm may appear before the Board of Directors and present evidence concerning his responsibility.

#### **1.11 Ownership of Qualification**

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

#### **1.12 Disqualification of Firm**

Upon signing this Qualification document, a Firm offering to provide services to Jefferson County Drainage District No. 6 certifies that the Firm 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 Qualifications may be rejected if the District believes that collusion exists among the Firms.

### **1.13 Contractual Development**

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

### **1.14 Assignment**

The selected Firm 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 Firm. Binding agreements shall remain in effect until all products and/or services covered by this Qualification have been satisfactorily delivered and accepted.

### **1.16 Termination**

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

- 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 Firm 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 Firm 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 Firm.

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, Firm will be entitled to reimbursement for work and materials actually performed and supplied, as mutually agreed upon by District and Firm. Firm 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 Firm 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 Firm 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 grant award shall have any personal financial interest, direct or indirect, in the Firm or this Agreement; and the Firm 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 grant and the District shall have any personal financial interest, direct or indirect, in the Firm or this Agreement; and the Firm shall take appropriate steps to assure compliance.
- c. Firm and Employees. The Firm warrants and represents that it has no conflict of interest associated with the grant and the District or this Agreement. The Firm further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the grant and the District or in any business, entity, organization or person that may benefit from the award. The Firm 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 Qualifications

All Qualifications are to be delivered by 2:00 PM CDT, October 26, 2023, Please take District Holidays into account when planning delivery of Qualifications.

#### 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 Qualifications received after the stated time and date and shall return such Qualifications unopened to the Firm.

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

Qualification Submissions shall be tightly sealed in an opaque envelope or box and plainly marked "SEALED QUALIFICATION." The outside of the envelope or box shall also include Qualification Number, Qualification Name, Qualification Due Date, Firm's Name and Address.

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

### 1.22 Qualification 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 Qualification submission deadline, the Qualification 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 Firms interested in the project to extend the deadline. It will be the responsibility of the Firm to notify the District of their interest in the project should these conditions impact their ability to submit a bid/Qualification/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 Qualification submissions cannot be received by the District Purchasing Department's office by the exact time specified in the RFQ and urgent District requirements preclude amendment to the RFQ, the time specified for receipt of Qualification will be deemed to be extended to the same time of day specified in the solicitation on the first business day on which normal District processes resume.

### 1.23 Questions/ Exceptions

- a. All inquiries and questions shall be submitted in writing (in Word format) via email to Karen J. Stewart at [kstewart@dd6.org](mailto:kstewart@dd6.org) 12:00 noon Central on October 19, 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 Firm 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 RFQ, other employees and representatives of the District will not answer questions or otherwise discuss the contents of the RFQ with any potential Firm 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 RFQ.
- d. If Firm takes any exceptions to any provisions of this RFQ, these exceptions must be specifically and clearly identified by Section in Firm's Qualification in response to this RFQ and Firm's proposed alternative must also be provided in the Qualification. Firms cannot take a 'blanket exception' to this entire RFQ. If any Firm takes a blanket exception to this entire RFQ or does not provide proposed alternative language, the Firm's Qualifications may be disqualified from further consideration. Any exception may result in the Contract not being awarded to the Firm.

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

October 5, 2023	Issuance of Request for Qualifications
October 19, 2023	Deadline for Written Submission of Questions
October 26, 2023	Deadline Qualifications Submission
October 30, 2023	Qualifications Distributed to Evaluation Committee Members
November 7-9, 2023	Interviews to be Conducted (Not Required or Guaranteed)
November 2023	Recommendation for Award

### **Section 2. Expected Scope of Services:**

The successful respondent(s) is to provide engineering services including but not limited to the following areas:

Mitigation Projects-Construction (other than Property Acquisition/Structure Demolition, Structure Elevation, and Reconstruction)

#### **Pre-Award\***

(Services associated with developing and requesting Federal disaster assistance), including but not limited to:

- a. Application preparation assistance
- b. Preliminary engineering study, if applicable
- c. Preliminary environmental and historical assessment
- d. Preliminary surveys, if applicable
- e. Preliminary Scope of Work determination
- f. Preliminary Benefit Cost Analysis using FEMA's BCA software program
- g. Preliminary design plans and specifications
- h. Preliminary budget

#### **Post-Award**

- a. Comprehensive Benefit Cost Analysis
- b. Comprehensive engineering study
- c. Comprehensive environmental and historical assessment
- d. Final design plans and specifications
- e. Final budget
- f. Preparation of the bid packet and contract documents

- g. Conduct all field testing and inspections (interim and final); and
- h. Other special services as determined

\*Pre-Award costs to be reimbursed by FEMA must have been incurred after the date of declaration (HMGP) or grant opening announcement (FMA). (BRIC) Pre-award costs directly related to developing the BRIC grant Application or sub application that are incurred prior to the date of the grant award are allowed subject to FEMA approval at time of award.

All programs Pre-award management costs count towards the limit for subrecipient management costs. Pre-award costs must be identified as separate line items in the cost estimate of the application. Costs associated with implementation of the activity but incurred prior to Federal award or final approval are not eligible. If an award is not made, Pre-award costs will not be reimbursed by FEMA. Pre-award costs are reimbursed when the project is approved and funded.

Note: Projects with specialized or complex technical information such as a drainage project will include two phases. Phase 1 will be for developing Hydrologic and Hydraulics Studies, feasibility studies, final engineering design and other technical studies. After Phase 1 deliverables have been developed and analyzed, a new BCA will be performed, and any necessary changes will be made in the Scope of Work and Budget. When Phase 1 deliverables have been approved by TDEM and FEMA, the balance of Management Activities outlined above will be followed.

### **Section 3. Statement of Qualifications –**

The District is seeking to contract with a competent engineering firm experienced in federally funded projects. Please provide the following information:

- a. A brief history of the engineering firm, including general background, knowledge of and experience working with relevant agencies
- b. Related experience in federally funded storm drainage and or flood control projects.
- c. A description of work performance and experience with HMGP, BRIC, and/or FMA including a list of at least three references from past government clients.
- d. Describe the firm's capacity to perform as well as resumes of all employees who will or may be assigned to provide services if your firm is awarded a contract through this solicitation.
- e. A statement substantiating the firm's resources of and the ability to carry out the scope of work requested in a timely manner.

### **Section 4. Evaluation Criteria –**

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

- a. Evaluation Criteria - The qualification received will be evaluated and ranked according to the following criteria and using the sample professional engineering rating sheet as follows:

<u>Criteria</u>	<u>Maximum Points</u>
Experience	40
Work Performance	30
Capacity to Perform	30
<b>Total</b>	<b>100</b>



## Sample Professional Engineering Rating Sheet

### EXPERIENCE

#### FACTORS

	Maximum Points	SCORE
1. Related Experience / Background with governmental entities	10	_____
2. Related experience/background with specific services (Professional Engineering Services Regional Drainage Projects)	20	_____
3. References from current/past clients	10	_____
<b>SUBTOTAL, EXPERIENCE</b>		_____
	<b>40 possible points</b>	<b>TOTAL</b>

### Work Performance

#### FACTORS

	Maximum Points	SCORE
1. Past client projects completed on schedule	15	_____
2. Work product is consistently of high quality documented with references	15	_____
<b>SUBTOTAL, PERFORMANCE</b>		_____
	<b>30 possible points</b>	<b>TOTAL</b>

### Capacity to Perform

#### FACTORS

	Maximum Points	SCORE
1. Qualifications/Experience of Staff	10	_____
2. Present and Projected Workloads	10	_____
3. Quality of Response	10	_____
<b>SUBTOTAL, PERFORMANCE</b>		_____
	<b>30 possible points</b>	<b>TOTAL</b>

### TOTAL SCORE ALL FACTORS

#### FACTORS

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

## **Section 5. Additional Submission Requirements**

### Submission Requirements

- a. **Firm's Experience** provide a list of at least (5) clients, with specific contact names and phone numbers, as references for whom the firm has completed, or is performing, work relating generally to flood planning activities.
- b. **Insurance.** Each Engineering Firm must include a copy of the Engineering Firm's current certificate of insurance for professional liability as well as evidence that the policy covers any subcontractors employed by the Engineering Firm unless the subcontractor provides evidence of such independent insurance coverage. The District should be named as an additional insured party on the certificate. Firm and Firm'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 Firm's performance under this agreement.
- c. **System for Award Management.** Firms doing business with the District are required to be registered with The System for Award Management (SAM), with an "active" status. The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/Fed Reg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly from the SAM website at: <https://www.sam.gov>. **Firms are required to submit proof of their firm's ACTIVE SAM (System for Award Management) status with Qualification Submission.**
- d. **Affidavit of Non-Collusion.** Engineering Firm must complete and include the Affidavit of Non-Collusion (See, Attachment B).
- e. **Form CIQ.** Each Engineering Firm (and/or any key employee of Engineering Firm) seeking to contract with a local government entity must disclose the Engineering Firm's (and/or any key employee of Engineering Firm) employment, affiliation, business relationship, family relationship or provision of gifts that might cause a conflict of interest with a local government entity. See, Chapter 176, TEX. GOV'T CODE. Accordingly, each Engineering Firm (and/or any key employee of Engineering Firm) must complete and attach Form CIQ (See, Attachment C).
- f. **Certification Regarding Lobbying.** A Certification for Contracts, Grants, Loans, and Cooperative Agreements (See, Attachment D) is included in the RFQ and must be included in each Engineering Firm's submittal.
- g. **Disclosure of Lobbying Activities.** Each Engineering Firm must complete a Disclosure of Lobbying Activities (See, Attachment E) of the Engineering Firm, 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 Engineering Firm that is awarded a contract must complete and submit Form 1295 at the same time as the Engineering Firm submits a signed contract. A copy of Form 1295 is included in this RFQ for the convenience of each Engineering Firm (See, Attachment F).
- 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 G).

- 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 Firms/independent Firms 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 H)
- k. **Mandated Federal and State Contract Provisions.** All contracts between the District and a Engineering Firm must include the mandated federal and state contract clauses (See, Attachment I).
- l. **Non-Disclosure Agreement** Firm References Signature Page (See, Attachment J)

#### **Section 6. Confidential/Proprietary Information**

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

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

#### **Section 7. Terms and Conditions**

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

## Attachment A: System For Award Management Information

**Federal Award Management Registration**

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



# SYSTEM FOR AWARD MANAGEMENT REGISTRATION SUPPORT

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

**START YOUR SAM REGISTRATION HERE!**

What type of registration is this?  
☐ New ☐ SAM Renewal ☐ CCR Renewal

**Get Registered Now!**  
Step 1 of 3 contact details

### System For Award Management Registration

**SAM Registration Is Required To Win Contracts and Receive Grants**

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



Registration Specialists Are Standing By To Assist  
**SAM | CCR | ORCA | CAGE**  
Get Your SAM Registration Expedited  
**(844) 513-9067**

**Respondent Shall Return Completed Form with Qualification**

## Attachment B: 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 Firm in the matter of the Qualifications to which this affidavit is attached, and I have full knowledge of the relations of the Firm with the other firms in this same line of business, and the Firm is not a member of any trust, pool or combination to control the price of the services in this Qualification, or to influence any person to submit a Qualification or not to submit a Qualification thereon.

I further affirm that the Firm 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 Qualification."

**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**

Firm: \_\_\_\_\_  
Signed By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

### **NOTE: QUALIFICATIONS 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 Qualifications.

**Respondent Shall Return Completed Form with Qualification**

## Attachment C: Conflict of Interest Questionnaire

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> <b>For vendor doing business with local governmental entity</b>		<b>FORM CIQ</b>
<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. <i>See</i> Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<b>OFFICE USE ONLY</b>  <div style="border: 1px solid black; height: 150px; margin-top: 5px;"></div>	
<div style="border: 1px solid black; padding: 2px;"> <b>1</b> Name of vendor who has a business relationship with local governmental entity.         </div>		
<div style="border: 1px solid black; padding: 2px;"> <b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.             (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)         </div>		
<div style="border: 1px solid black; padding: 2px;"> <b>3</b> Name of local government officer about whom the information in this section is being disclosed.           <div style="text-align: center; margin-top: 10px;">             _____              Name of Officer           </div> <p style="margin-top: 10px;">This section (item 3 including subparts A, B, C, &amp; D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <div style="text-align: center; margin: 5px 0;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No         </div> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <div style="text-align: center; margin: 5px 0;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No         </div> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?</p> <div style="text-align: center; margin: 5px 0;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No         </div> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p> </div>		
<div style="border: 1px solid black; padding: 2px;"> <b>4</b> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 60%;">             _____              Signature of vendor doing business with the governmental entity           </div> <div style="width: 35%;">             _____              Date           </div> </div> </div>		

Adopted 8/7/2015



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

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

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

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

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

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

\*\*\*

- (2) the vendor:

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

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

or

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

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

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

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

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

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

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

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

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

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

- (1) the date that the vendor:

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

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

- (2) the date the vendor becomes aware:

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

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

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

**Respondent Shall Return Completed Form with Qualification**

**Attachment D- 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 Firm, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Firm 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 Firm's Authorized Official*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Name and Title of Firm's Authorized Official*

**Respondent Shall Return Completed Form with Qualification**



## Attachment E- 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 Qualifications (RFQ) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/Qualification control number assigned by the Federal agency). Included prefixes, e.g., "RFQ-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action. Enter the full names of the individual(s) performing services and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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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 E- Disclosure of Lobbying Activities Continued

Approved by OMB 0348-0046

### Disclosure of Lobbying Activities

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

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

**Respondent Shall Return Completed Form with Qualification**

## Attachment F- Certificate of Interested Parties

(To be completed by awarded vendor)

CERTIFICATE OF INTERESTED PARTIES		FORM 1295																																							
<p>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.</p>		<b>OFFICE USE ONLY</b>																																							
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	<table border="1"><thead><tr><th rowspan="2">Name of Interested Party</th><th rowspan="2">City, State, Country (place of business)</th><th colspan="2">Nature of Interest (check applicable)</th></tr><tr><th>Controlling</th><th>Intermediary</th></tr></thead><tbody><tr><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td></tr></tbody></table>	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)		Controlling	Intermediary																																		
Name of Interested Party	City, State, Country (place of business)			Nature of Interest (check applicable)																																					
		Controlling	Intermediary																																						
5 Check only if there is NO Interested Party. <input type="checkbox"/>																																									
6 <b>AFFIDAVIT</b> I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.																																									
<p>_____ Signature of authorized agent of contracting business entity</p> <p>AFFIX NOTARY STAMP / SEAL ABOVE</p> <p>Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.</p> <p>_____ Signature of officer administering oath</p> <p>_____ Printed name of officer administering oath</p> <p>_____ Title of officer administering oath</p>																																									
<b>ADD ADDITIONAL PAGES AS NECESSARY</b>																																									

**Respondent Shall Return Completed Form with Qualification**

## Attachment G- House Bill 89 Verification

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

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

Pursuant to Section 2270.001, Texas Government Code:

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

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

\_\_\_\_\_  
Signature of Company Representative

\_\_\_\_\_  
Date

On this \_\_\_\_\_ day of \_\_\_\_\_, 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

**Respondent Shall Return Completed Form with Qualification**

## Attachment H- Senate Bill 2252 Certification

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

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
IFB/RFQ/RFQ number

Certification check performed by:

\_\_\_\_\_  
Purchasing Representative

\_\_\_\_\_  
Date

**Respondent Shall Return Completed Form with Qualification**

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

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



### **Contract Clauses Mandated By The United States Government (FEMA)**

Firm 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 Firm 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 halftimes 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 K: Non-Disclosure Agreement

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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 RFQ 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 qualifications prior to the award of a contract under this RFQ, 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 Firm for such breach. The parties acknowledge that the measure of damages in the event of a breach of this Nondisclosure Agreement may be difficult or impossible to calculate, depending on the nature of the breach. Regardless of whether the District elects to terminate the Agreement upon the breach hereof, the District may require Consultant to pay to the District the sum of \$1,000 for each breach as liquidated damages. This amount is not intended to be in the nature of a penalty but is intended to be a reasonable estimate of the amount of damages to the District in the event of a breach hereof by Consultant. Comptroller does not waive any right to seek additional relief, either equitable or otherwise, concerning any breach of this Agreement.

[Printed Name of Consultant]

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Respondent Shall Return Completed Form with Qualification**