



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

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

**LEGAL NOTICE**  
**Advertisement for Invitation for Bids**

April 11, 2024

Dear Firms:

Jefferson County Drainage District No. 6 is seeking submittals in response to this Request for Qualifications (RFQ) from qualified firms to provide Professional Surveying Services for various projects to be identified on an as needed basis throughout the District.

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

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

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

<b>Request NAME:</b>	<b>Professional Surveying Services</b>
<b>Request NO:</b>	<b>RFQ 24-009/KJS</b>
<b>DUE DATE/TIME:</b>	<b>2:00 PM, May 9, 2024</b>
<b>MAIL OR DELIVER TO:</b>	<b>Jefferson County Drainage District No. 6</b> <b>6550 Walden Rd.</b> <b>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) Respondents are strongly encouraged to carefully read the entire invitation.

Karen J. Stewart, MBA, CTCD, CTCM  
Chief Business Officer  
Jefferson County Drainage District No. 6, Texas  
Publish: Examiner April 11<sup>th</sup> and April 18<sup>th</sup>, 2024

**Request for Statements of Qualification (RFQ 24-009/KJS)  
Professional Surveying Services**

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**Section 1. Introduction:**

It is the intent of Jefferson County Drainage District No. 6 to select a firm that has the necessary background, qualifications, and experience to provide professional property surveying services as described within these specifications in a timely and professional manner for a period of up to five years. The surveyor must be a qualified, certified, and sealed surveyor, currently licensed by the State of Texas.

The Surveyor Firm providing these services must:

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

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

GPS surveying, ability and experience preferred.

The professional surveying services to be provided include all services necessary for the identification of various properties. The firm must be capable of providing property metes and bounds, and legal descriptions suitable for obtaining legal title and determining permanent structure placement.

Services shall include but not be limited to the following:

**Records Research/ Property Research:**

Surveyor must be skilled and experienced in property research.

While a surveyor cannot guarantee who is the owner of a piece of property like a title company, the District will require a surveyor to be able to perform research and interpret the record and offer a professional opinion on who is the owner and how it was obtained. JCAD information must be verified as the information may contain errors and/or does not have a deed reference into the current owner.

### **Land (Boundary) Survey/Platting:**

Indicate boundary lines, giving length and bearing on each straight line; interior angles; radius, point of tangency, and length of curved lines. Set iron pin (Monument at property corners where none exists; drive pin 18" into ground, mark with wood stake; state on drawing whether corners were found or set and describe each.

Provide legal description, including measurements in recorded deeds for comparison with observed. Area in square feet if less than one acre, in acres (to .001 acre), if over one acre.

Identify, jurisdiction and width of adjoining street and highways, width and how paved. Identity of landmarks.

Plotted location of structures on the property and on adjacent property within 30 feet. Dimension perimeters in feet and inches to nearest ½. State character and number of stories. Dimension to property lines and other buildings. Vacant parcels shall be noted "Vacant".

Encroachments, including cornices, belt courses, etc., either way across property lines. Fences and walls; describe and identify party walls and locate with respect to property lines. Recorded or otherwise known easements and right-of-way, state owner of right. Possibilities of prescriptive right-of-way and nature of each. Anticipated street widening. Individual lot lines and lot and block numbers. Street numbers of buildings.

Sidewalks, curbs, gutters & drives on the block and extend to include the same across boundary streets. Building line and setback requirements, if any. Names of owners of adjacent property.

Reconciliation or explanation of any discrepancies between survey and recorded legal description. Title searches and title reports, Right of way acquisitions.

### **Topographical Survey:**

All lines of levels shall be checked by separate check level lines or on previous turning points or benchmarks.

Traffic devices, signs, in connection with boundary streets.

Future plans of city, utility districts, and municipal utilities when such information is discovered in routine information gatherings.

Minimum of one permanent benchmark on site for each ten or less acres; description and elevation to nearest .01'.

Contours at 1-foot intervals; error shall not exceed one-half contour interval.

Spot elevations at each intersection of a 20-foot square grid covering the property and if possible 5-foot grid interval (s) beyond.

Spot elevations at street intersections and at 5 feet on center on curb, sidewalk, and edge of paving including far side of paving. If elevations vary from established grades, state established grades, state established grades also.

Plotted location of structures, man-made and natural features; floor elevations at each entrance of building on property.

Location, size, depth and pressure of water and gas mains, and other utilities serving or on the property, valves, meters.

Location of fire hydrants available to property and size of main serving each. Location of electric and telephone services and characteristics of service available.

Location, size, depth and direction of flow of sanitary sewers, storm drains and culverts serving or on property; location of catch basins and manholes and inverts of pipe at each; same at or in boundary streets.

Name of operating authority of each utility.

Mean elevation of water in any excavation, well or nearby body; flood level of streams. Extent of watershed onto property. Probability of freshets overrunning the site.

Locations of test borings if ascertainable and elevation of top of holes.

Trees of 3" and over (caliper 3' above ground) locate within 1' tolerance and give species. Perimeter outline only of thickly wooded areas unless otherwise directed.

Location, size, elevation of elevated: piping insulated piping, conduit, pipe racks and supports; except that above building roofs.

Show dimensions and bearings of property boundaries and plot all locatable title exceptions and easements on the survey map.

Show existence or non-existence of any encroachments and right of way.

The written legal description of the property and exhibit(s) for recording purpose. Provide an area measurement within boundary lines.

Easements – all utility, city and private easements shall be shown and labeled. Legal description and exhibit(s) for any easements where required.

Setbacks – building and parking setbacks shall be shown and noted for each property or zoning areas.

All above grade utilities, including but not limited to overhead electrical, telephone, cable, street lighting, and other electrical and communications equipment; location and rim elevations of sanitary and storm sewer structures, water main valves, and hydrants; gas valves and all other above grade utility equipment.

All underground utilities, including but not limited to storm, sanitary, water, gas, telephone, electrical, and cable. Rim elevation, bottom of manhole, and all in and out inverts of utilities shall be noted. Note: if any of these utilities do not exist within or directly adjacent to the survey area, surveyor shall locate the nearest available service connection which can be used for future service to site.

Provide on the survey a list of names, addresses, and phone numbers of all applicable utility companies.

Trees, shrubs, and planting areas: all trees 2" caliper and larger shall be labeled with caliper and species. All tree canopies shall be accurately shown.

All trees 6" caliper and larger shall be labeled with caliper and species. All tree canopies shall be accurately shown and areas of woods or shrubs accurately delineated.

Zoning of the property and all adjacent properties within 100' of the surveyed area. Provide planning and zoning overlays.

Current flood plain information including FEMA regulatory 100-year and 500-year floodplain boundaries, notation of record flood event elevation (2008 flood), 100- year flood elevation and other DNR protected area boundaries.

When a significant discrepancy with the record maps and documents are found, or if monuments are set or if otherwise required by law, surveyor shall provide a "record of survey map" compliant with city and state standards.

Elevation certificate for flood insurance purpose (FEMA) coordination & documentation associated with phase I and phase II real estate.

All other topographic surveying as assigned

### **Section 3 Selection Committee**

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

### **Section 4 Selection of Firms**

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

### **Section 5 Statement of Qualification –**

Respondents should include the following in their response submission:

1. Name of the firm wishing to contract with the District.
2. Firm's local address.
3. Firm's corporate or main office address.
4. Number of years the firm has been in business.
5. Firm's organization chart
6. Names, titles, address, and telephone numbers of persons who are authorized to negotiate for and contractually bind the firm. One of these persons should sign the response. A contact must be named for addressing questions generated during the evaluation process.
7. Description of the reasons why the firm would be uniquely qualified to provide Professional Property Surveying Services to Jefferson County.
8. Brief history your firm, including general background, knowledge of and experience working with relevant agencies, with an emphasis on recent experience;
9. Brief statement of the respondent's understanding of the services required and qualifications necessary to provide Surveying Services;
10. Brief summary of the overall capabilities of staff and any proposed sub-contractors, as well as staffing plans clearly stating how they intend to integrate staff and maintain presence with the District throughout the duration of the contract; and capability of meeting deadlines;
11. Proof of proper and valid licensing to conduct business in the State of Texas;
12. Proof of Current Applicable Department of Professional Regulation License(s);

13. Proof of Other Current Applicable Certification(s);
14. Description of work performance and experience with Property Surveying Services for Governmental Entities (within the past five years) including a list of at least three references from past local government clients or other applicable clients, with information describing the recency and relevancy of the previous performance and experience;
15. Description of your firm's capacity to perform as well as resumes of all employees who will or may be assigned to provide technical assistance if your firm is awarded this Property Surveying Services contract, identifying current employees and proposed hires;
16. Statement substantiating the resources of the proposing entity and the ability to carry out the scope of work requested within the proposed timeline;
17. Three (3) COMPLETED & SIGNED Vendor Reference Statements enclosed as Exhibit B. These statements must be completed and signed by the reference.
18. Provide a listing of all current litigation(s), outstanding judgements and liens affecting the firm.

**Section 6 Evaluation Criteria** –

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

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

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

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

**Section 7. Submission Requirements**

1. System for Award Management. Consultant/Firm is not debarred or suspended from the excluded Parties List System (EPLS) in the System for Award Management (SAM) and must have an active registration with the System for Award Management ([www.SAM.gov](http://www.SAM.gov)). Include verification that your company is registered, and that the company's principal is not listed (is not debarred) through the System for Award Management ([www.SAM.gov](http://www.SAM.gov)). Enclose a printout of the search results that includes the record date.
2. Certificate of Insurance.
3. Form 1295, enclosed in Exhibit B. Form 1295 must be completed by awarded vendor at time of signed contract submission. Form 1295 is included in this RFQ for your information.
4. Required Contract Provisions. Applicable provisions enclosed in Exhibit C must be included in all contracts executed as a result of this RFQ.

**Section 8. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.**

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

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

**Section 9. Firm's Experience**

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

**Section 10. 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 11. Terms and Conditions**

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



## Signature Page

By submitting a response to this solicitation, the undersigned certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred contractors. In the event of placement on the list between the time of qualifications submission and time of award, the undersigned will notify the Chief Business Officer. Failure to do so may result in terminating a contract for default.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this Statement of Qualifications in collusion with any other Respondent, and that the contents of this Statement of Qualifications as to prices, terms or conditions of said Statement of Qualifications have not been communicated by the undersigned nor by any employee or agent to any other Respondent or to any other person(s) engaged in this type of business prior to the official opening of this Statement of Qualifications. And further, that neither the Respondent nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to submit a Statement of Qualifications or not submit a Statement of Qualifications thereon.

_____ Firm (Entity Name)	_____ Signature
_____ Street & Mailing Address	_____ Print Name
_____ City, State & Zip	_____ Date Signed
_____ Telephone Number	_____ Fax Number
_____ E-mail Address	

**Respondent Shall Return Completed Form with Offer.**

## Respondent's Certification

I have carefully examined the Request for Statements of Qualifications, and any other documents accompanying or made a part of this Request for Qualifications.

I hereby propose to furnish the services specified in the Request for Qualifications.

I verify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service: no officer, employee or agent of Jefferson County Drainage District No. 6 or any other Respondent is interested in said proposal: and that the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

\_\_\_\_\_  
NAME OF BUSINESS

BY:

Sworn to and subscribed before me  
this \_\_\_\_\_ day of  
\_\_\_\_\_, 2024

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
NAME & TITLE, TYPED OR PRINTED

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
MAILING ADDRESS

State of \_\_\_\_\_

\_\_\_\_\_  
CITY, STATE, ZIP CODE

My Commission Expires: \_\_\_\_\_

( ) \_\_\_\_\_  
TELEPHONE NUMBER

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

**FORM CIQ**

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

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).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

**OFFICE USE ONLY**

Date Received

**1** Name of vendor who has a business relationship with local governmental entity.

**2**  Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3** Name of local government officer about whom the information is being disclosed.

\_\_\_\_\_  
Name of Officer

**4** Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes       No

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 or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes       No

**5** Describe each employment or business relationship that the vendor named in Section 1 maintains with 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.

**6**  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7**

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date

**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:

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(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.

To be completed by awarded vendor)

<b>CERTIFICATE OF INTERESTED PARTIES</b>		<b>FORM 1295</b>																			
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		<b>OFFICE USE ONLY</b>																			
<b>1</b> Name of business entity filing form, and the city, state and country of the business entity's place of business.		Must file online at <a href="http://www.ethics.state.tx.us/File">www.ethics.state.tx.us/File</a>																			
<b>2</b> Name of governmental entity or state agency that is a party to the contract for which the form is being filed.																					
<b>3</b> Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.																					
<b>4</b>	<b>Name of Interested Party</b>	<b>City, State, Country (place of business)</b>	<b>Nature of Interest (check applicable)</b>																		
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<b>Controlling</b>	<b>Intermediary</b>																				
<b>5</b> Check only if there is <b>NO</b> Interested Party. <input type="checkbox"/>																					
<b>6 UNSWORN DECLARATION</b> My name is _____, and my date of birth is _____. My address _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country). I declare under penalty of perjury that the foregoing is true and correct. Executed in _____ County, State of _____, on the _____ day of _____, 20____. <span style="float: right;">(month) (year)</span>																					
_____ Signature of authorized agent of contracting business entity (Declarant)																					
<b>ADD ADDITIONAL PAGES AS NECESSARY</b>																					

## Exhibit C: REQUIRED CONTRACT PROVISIONS

2 CFR 200.326 Contract provisions. The Non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

### All Contracts

THRESHOLD	PROVISION	CITATION
>\$150,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.	2 CFR 200 APPENDIX II (A)
>\$10,000	All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.	2 CFR 200 APPENDIX II (B)
None	Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient 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 recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.	2 CFR 200 APPENDIX II (F)
None	Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)
None	Records of non-Federal entities. FEMA, Inspectors General, the Comptroller General of the United States, the Texas Division of Emergency Management (TDEM), Texas Water Development Board (TWDB), and the pass-through entity, or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the non-Federal entity which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents.	2 CFR 200.336

None	<p>Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:</p> <p>(a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.</p>	2 CFR 200.333
	<p>(b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.</p> <p>(c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.</p> <p>(d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity.</p> <p>(e) Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.</p> <p>(f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).</p> <p>(1) If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.</p> <p>(2) If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.</p>	

None	<p>Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.</p> <p>(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.</p> <p>(b) Affirmative steps must include:</p> <p>(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;</p> <p>(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;</p> <p>(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;</p> <p>(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;</p>	2 CFR 200.321
	<p>(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and</p> <p>(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.</p>	
None	Firm shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.	DHS Standard Terms and Conditions
Option Contract Language for contracts awarded prior to Grant Award	The contract award is contingent upon the receipt of HMGP/BRIC/FMA funds. If no such funds are awarded, the contract shall terminate.	Optional

EO Clause for Construction Contracts > \$10K including administration & Surveying contracts associated with construction contracts



THRESHOLD	PROVISION	CITATION
<p>&gt;\$10,000</p>	<p>Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”</p> <p>41 CFR 60-1.4 Equal opportunity clause.</p> <p>(b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:</p> <p>The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:</p> <p>During the performance of this contract, the contractor agrees as follows:</p> <p>(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The 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, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:</p> <p>Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor 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.</p> <p>(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.</p> <p>(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to</p>	<p>41 CFR §60-1.4(b) and 2 CFR 200 APPENDIX II (C)</p>

individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The 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.

(6) The 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, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the 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.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) 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 vendor. The 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 a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor 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 interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(c) Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.

(d) Inclusion of the equal opportunity clause by reference. The equal opportunity clause may be included by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Director of OFCCP may designate.

(e) Incorporation by operation of the order. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written.

(f) Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings.

[80 FR 54975, Sept. 11, 2015]

THRESHOLD	PROVISION	CITATION
>\$2,000	<p><i>Compliance with the Davis-Bacon Act (40 U.S.C. 3141 et seq.) as supplemented by Department of Labor regulations (29 CFR part 5) and with the Copeland “Anti-Kickback” Act (18 U.S.C. 874; 40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR part 3):</i></p> <p>Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance 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 each contractor or subrecipient 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</p>	<p>2 CFR 200 APPENDIX II (D) *Note: PA and HMGP do not require these clauses</p>
>\$100,000	<p>Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance 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 must be required to 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. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies</p>	<p>2 CFR 200 APPENDIX II (E)</p>
>\$150,000	<p>Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to 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).</p>	<p>2 CFR 200 APPENDIX II (G)</p>
>\$100,000	<p>Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file 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</p>	<p>2 CFR 200 APPENDIX II (I) and 24 CFR §570.303</p>

	<p>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.</p>	
	<p>A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.</p>	<p>2 CFR 200 APPENDIX II (J)</p>
	<p>Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.</p>	<p>42 U.S.C. 6201</p>

## EXHIBIT A

### Professional Property Surveying Services Rating Sheet

Name of Firm \_\_\_\_\_

Evaluator's Name \_\_\_\_\_ Signature \_\_\_\_\_

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

#### Experience

<u>Factors</u>	<u>Maximum Points</u>	<b>SCORE</b>
1. Related Experience / Background with governmental entities	10	_____
2. Related experience/background with specific services (Professional Property Surveying Services)	20	
3. References from current/past clients	10	
<b>Subtotal, Experience</b>		<hr style="border: 1px solid black;"/> <b>40 possible points</b>
	<b>possible points</b>	<b>TOTAL</b>

#### Work Performance

<u>Factors</u>	<u>Maximum Points</u>	<b>SCORE</b>
1. Past client projects completed on schedule	15	
2. Work product is consistently of high quality with low level of errors	15	
<b>Subtotal, Performance</b>		<hr style="border: 1px solid black;"/> <b>30 possible points</b>
	<b>possible points</b>	<b>TOTAL</b>

#### Capacity to Perform

<u>Factors</u>	<u>Maximum Points</u>	<b>SCORE</b>
1. Qualifications/Experience of Staff	10	_____
2. Present and Projected Workloads	10	_____
3. Quality of Response	10	_____
<b>Subtotal, Capacity to Perform</b>		<hr style="border: 1px solid black;"/> <b>30 possible points</b>
	<b>possible points</b>	<b>TOTAL</b>

Professional Property Surveying Services Rating Sheet (CONTINUED)

**EVALUATOR:** \_\_\_\_\_

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

**VENDOR REFERENCE FORM- EXHIBIT B**

**Reference Information:**

**Government Entity/Company Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_  
*Street/PO City State Zip*

**Reference Contact Person & Title:** \_\_\_\_\_

**Phone:** (\_\_\_\_\_) \_\_\_\_\_ **Alt. Phone:** (\_\_\_\_\_) \_\_\_\_\_ **Fax:** (\_\_\_\_\_) \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Reference Contact Person's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**1. Briefly Describe the work the Surveying Firm performed for your company/firm:**

\_\_\_\_\_  
\_\_\_\_\_

**2. How well did the Surveying Firm adhere to the agreed upon schedule?**

\_\_\_\_\_  
\_\_\_\_\_

**3. How would you rate the Surveying Firm's quality of work?**

\_\_\_\_\_  
\_\_\_\_\_

**4. How would you rate the Surveying Firm's use of adequate personnel in quantity, experience, and profession?**

\_\_\_\_\_  
\_\_\_\_\_

**5. How would you rate the Surveying Firm's use of appropriate property surveying methods?**

\_\_\_\_\_  
\_\_\_\_\_