

**Advertisement for Request for Proposals  
HMGP Grant Administration Services  
Related to Damage Repairs and Mitigation Improvements  
as a Result of Tropical Storm Imelda, DR-4466**

Notice is hereby given that sealed proposals will be accepted by Jefferson County Drainage District No. 7 Board of Commissioners for RFP 21-001/PK, HMGP Grant Administration Services for Jefferson County Drainage District No. 7 (District or DD7).

DD7 is soliciting proposals from qualified, interested FEMA grant administration consultants to assist the District with FEMA HMGP Grant Administration and Management Services related to mitigation improvements as a result of Tropical Storm Imelda. The District has received funding through the FEMA Hazard Mitigation Grant Program. Responding firms should have experience with federally funded programs.

All interested individuals and firms shall obtain a "Request for Proposals" packet from the DD7 website at [www.dd7.org](http://www.dd7.org) or request a copy via email to [ckidder@dd7.org](mailto:ckidder@dd7.org).

All responses shall be submitted with an original and four (4) copies of their proposal to the address shown below. Late proposals will be rejected as non-responsive. Proposals will be publicly opened and only the names of responding firms will be read aloud in the District board room at the time and date below. Proposers are invited to attend the administrative sealed proposal opening via ZOOM conferencing. Meeting link will be posted on the DD7 website at [dd7.org](http://dd7.org).

**All responses shall be submitted to the Jefferson County Drainage District No. 7 in a sealed envelope marked:**

<b>REQUEST NAME:</b>	<b>Grant Administration Services Related to Damage Repairs and Mitigation Improvements as a Result of Tropical Storm Imelda, DR-4466</b>
<b>REQUEST NO:</b>	<b>RFP 21-001/PK</b>
<b>DUE DATE/TIME:</b>	<b>2:00 PM, Tuesday, April 6, 2021</b>
<b>DELIVER TO:</b>	<b>Jefferson County Drainage District No. 7 Community Bank Building 4749 Twin City Hwy, Suite 300 Port Arthur, TX 77642</b>
<b>MAIL TO:</b>	<b>Jefferson County Drainage District No. 7 P.O. Box 3244 Port Arthur, TX 77643</b>

Any questions relating to these requirements should be directed to Kim Carroll, Consulting Engineer, [kcarrollpe@gmail.com](mailto:kcarrollpe@gmail.com).



Phil Kelley, General Manager  
Jefferson County Drainage District No. 7

# REQUEST FOR PROPOSALS

## HMGP Grant Administration Services

### FOR JEFFERSON COUNTY DRAINAGE DISTRICT NO. 7

#### Related to Damage Repairs and Mitigation Improvements as a Result of Tropical Storm Imelda, DR-4466

#### 1. Scope of Work

Jefferson County Drainage District No 7 (the District) is requesting proposals from qualified, interested FEMA grant administration consultants interested in providing consultant services to the District for pre-award application services, grant administration, benefit-cost analysis (BCA) services, and other related services that will be funded through the Federal Emergency Management Agency's (FEMA) Hazard Mitigation Grant Program (HMGP). Firms are encouraged to submit proposals to the District for services necessary for the recovery project that is described in the **APPENDIX**. The project is a result of damage from Tropical Storm Imelda, DR 4466. These consulting services shall be performed in accordance with all local, State, and Federal laws, regulations, and executive orders applicable to this grant program.

The application for this project has been selected for review by FEMA. It is anticipated that one or more Requests for Information (RFI) will need to be addressed during the pre-award period. Pre-award services will be required for this process.

After award, the project will be performed in 2 Phases over a 36 month period.

Phase 1 will consist of engineering study, surveys, design and project plan development, environmental assessment and permitting, right-of-way appraisal, and benefit-cost analysis. The performance period for Phase 1 services is 12 months.

Phase 2 will consist of right-of-way acquisition, construction services procurement, project construction, and project close-out. The performance period for Phase 2 services is 24 months.

The District plans to hire a FEMA Grant Administration Consultant to provide and perform services which are outlined below. The services may include any of the following:

- Grant administration services
- Benefit-Cost Analysis services
- Provide general grant management advice including but not limited to advice on FEMA's rules, practices and procedures and how to track costs, including direct administrative costs to facilitate reimbursement for all eligible client costs, including contractor costs.
- Perform internal controls assessment.
- Prepare reports for the State and FEMA, as needed.
- Provide oversight of contractors' billing to ensure that they invoice in accordance with their contract, and that all costs eligible for the disaster grant funding are documented and claimed.

- Support pre-audit activities.
- Provide financial management oversight
- Assist and provide necessary documentation for project close-out
- Assist in providing interagency (Federal, State, County, City) coordination and technical support, as well as identifying funding resources that may be available to assist in the long-term recovery process.

## 2. Proposals

Jefferson County Drainage District No. 7 is seeking to contract with qualified, interested FEMA grant administration consultants practicing in the State of Texas, that has experience in the following areas:

- FEMA Hazard Mitigation Grant Program
- FEMA Benefit-Cost Analysis
- Municipal construction projects including but not limited to regional drainage and flood control projects
- Federally funded construction projects
- Projects located in this region of the state

Firms should address the following topics in their response:

- a. Work experience
- b. Qualifications of staff
- c. Work plan
- d. Capacity to perform the specific proposed tasks
- e. Familiarity with the DD7 system and area of the proposed work
- f. References – list of past/current clients, etc.

Provide a list of current and past local, state, and federal government clients, as well as resumes of all key staff that will or may be assigned to this project if you receive a services contract award.

Upon award, firm must provide a certificate of insurance that meets/exceeds insurance requirements as listed in Section 8 of this RFP.

## 3. Cost Proposal

Each Proposer must complete and submit the Cost Proposal Form included herein. The **Cost Proposal will be the primary consideration for a contract award**. The following is a list of Cost Proposal items.

### **Pre-award Services**

Pre-award services will include the following items:

- Assistance with response to RFI(s)
- General assistance and advice regarding application and project issues
- Attend meetings with or on behalf of DD7, as required

Pre-award service will be compensated for on an hourly basis and the total price extended based on the estimated number of hours in the Cost Proposal.

Grant Administration and Benefit-Cost services will be compensated for on a Fixed-Fee basis for this project.

**Grant Administration Services**

Grant Administration Services will include the following items:

- General Grant Management Advice
- Perform Internal Controls Assessment
- Prepare Reports for the State and FEMA
- Oversight of Contractors’ Billing
- Financial Management Oversight
- Support FEMA pre-audit activities
- Prepare and conduct the project close-out in accordance with 2 CFR Sections 200.343 and 200.344
- Interagency (Federal, State, County, City) Coordination and Technical Support

**Benefit-Cost Analysis Services**

- Utilization of Full Data Module
- FFE and flood level information will be provided by DD7

**4. Cost Proposal Form**

The Hourly Cost for Pre-award Services shall include all applicable overhead and profit. All non-labor related other than direct costs will be billed to the District at cost without mark-up.

**BASE BID**

ITEM WITH BID PRICES WRITTEN IN WORDS	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL AMOUNT BID
PRE-AWARD SERVICES at _____ dollars and _____ cents per HOUR.	HOUR	80		

The Fixed Fee Costs shall include all applicable overhead and profit. All non-labor related other than direct costs will be billed to the District at cost without mark-up.

<u>ITEM/DESCRIPTION</u>	<u>FIXED FEE COST</u>
Grant Administration Services per Lump Sum	\$ _____ _____ dollars and _____ cents per L.S.
Benefit-Cost Analysis Services – Initial Run per Lump Sum	\$ _____ _____ dollars and _____ cents per L.S.

TOTAL AMOUNT BASE BID (Hourly and Fixed Fee) IN WORDS:

\_\_\_\_\_ DOLLARS  
 \_\_\_\_\_ CENTS

TOTAL AMOUNT BASE BID (Hourly and Fixed Fee) AS DOLLAR FIGURE:

\$ \_\_\_\_\_

**ADDITIVE ALTERNATE**

Benefit-Cost Analysis Services – Additional Run per Each	\$ _____ _____ dollars and _____ cents per Each
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TOTAL AMOUNT ADDITIVE ALTERNATE BID (Hourly and Fixed Fee) IN WORDS:

\_\_\_\_\_ DOLLARS  
 \_\_\_\_\_ CENTS

TOTAL AMOUNT ADDITIVE ALTERNATE BID (Hourly and Fixed Fee) AS DOLLAR FIGURE:

\$ \_\_\_\_\_

Amounts are to be shown in both words and figures. In case of discrepancy the amounts shown in words will govern. All unit prices provided on this bid form shall include all labor, materials, and overhead costs.

## 5. Evaluation Criteria

**Cost Proposal will be the primary consideration for a contract award.** Additional criteria may be considered in order to determine the lowest and best bid submitted to DD7. Additional criteria which may be considered are:

- Relevant Experience
- Qualifications of Staff
- Work Plan
- Knowledge of Local System
- Capacity to Perform

The District Manager and select staff will evaluate the proposals. The District Manager will authorize preparation of a recommendation for award to the respondent submitting the lowest and best bid.

Upon the selection of the successful Proposer, the District shall issue a Notice of Award and will proceed with development and execution of a written contract with the apparent successful Proposer. Prior to the issuance of a Notice of Award, the District may, in its sole judgment and discretion, choose to reissue or withdraw the RFP.

## 6. Deadline for Submission

Statements of Qualification must be received no later than 2:00 PM CDT, Tuesday, April 6, 2021.

Responses are to be sealed and addressed to the District with the RFP number and title included on the outside of the envelope or box.

One original and four (4) copies, of the qualification statements shall be mailed or delivered to:

**If mailed:**                   **Phil Kelley, General Manager**  
**Jefferson County Drainage District No. 7**  
**P.O. Box 3244**  
**Port Arthur, TX 77643**

**If delivered:**               **Phil Kelley, General Manager**  
**Jefferson County Drainage District No. 7**  
**Community Bank Building**  
**4749 Twin City Hwy., Suite 300**  
**Port Arthur, TX 77642**

**Proposer must submit one (1) original and four (4) duplicate, numbered copies of the proposal.**

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

The District will not accept any responsibility for submissions being delivered by third party carriers.

Responses will be opened publicly in a manner to avoid public disclosure of contents/however only the names of Respondents will be read aloud.

**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 a bid/proposal/statement of qualifications submission deadline, the bid closing will automatically be postponed until the next business day that District offices are open to the public. Should inclement weather conditions or any other unforeseen event cause delays in courier service operations, the District may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the firm to notify the District of their interest in the project should these conditions impact their ability to submit a proposal before the stated deadline. The District reserves the right to make the final determination to extend any deadline.

Should an emergency or unanticipated event interrupt normal District processes, and proposals submissions cannot be received at the advertised address, by the exact time specified in the RFP, and urgent District requirements preclude amendment to the RFP, the time specified for receipt of proposals 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.

**7. Laws and Regulations**

The Firm/Firms awarded services under this RFP must comply with all laws, ordinances, and rules and regulations which govern the work specified in this contract.

**8. General Insurance Requirements**

I.	Commercial General Liability Limits:	
	Each Occurrence	\$1,000,000
	Fire Damage to Rented Premises	\$ 100,000
	Medical Expenses	\$ 5,000
	Personal & Adv. Injury	\$1,000,000
	General Aggregate	\$2,000,000
	Products-Comp/Ops Aggregate	\$2,000,000
II.	Auto Liability Limits:	
	Combined Single Limits for Owned, Hired & Non-Owned	\$1,000,000
III.	Umbrella Liability Limits:	
	Each Occurrence	\$2,000,000
	Aggregate	\$2,000,000
IV.	Professional Liability Limits:	
	Each Occurrence	\$1,000,000
	Aggregate	\$1,000,000

## 9. Worker's Compensation Limits

Workers' Compensation	Statutory
Employer's Liability	\$ 500,000/500,000/500,000

Prior to commencement of work, Firms shall furnish ACORD 25 (2010/05) certificates verifying coverage and limits outlined above and other provision set forth below. Such insurance shall be provided by carriers rated by AM Best & Company and deemed acceptable by the District.

Certificates shall document Waiver of Subrogation provisions in favor of the District on Commercial General Liability, Auto Liability, Umbrella Liability, and Workers Compensation policies.

Certificates shall document Additional Insured provisions in favor of the District on Commercial General Liability, Auto Liability, and Umbrella Liability policies.

Certificates shall document reasonable cancellation provisions to protect the interests of the District.

Coverage and Limits set forth above are minimum requirements and may be adjusted by the District to include higher limits and other coverage such as Pollution Liability, USL&H, Jones Act, and Protection & Indemnity.

Please direct Certificates of Insurance to the contact listed below.

Diane Smith, Administrative Assistant  
Jefferson County Drainage District No. 7  
Community Bank Building  
4749 Twin City Hwy, Suite 300  
Port Arthur, TX 77642  
E-mail: [dsmith@dd7.org](mailto:dsmith@dd7.org)  
Phone: (409) 985-4369

## 10. Additional Information

Respondents shall provide a listing of all current litigation(s), outstanding judgements and liens affecting the firm.

## 11. Terms and Conditions

- The District reserves the right to request clarification of information submitted and to request additional information of one or more applicants.
- Any agreement or contract resulting from this RFP shall be on forms approved by the District and shall contain, at a 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.
- The Contractor shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the District.
- No reports, information, or data given to or prepared by the Contractor under contract shall be made available to any individual or organization by the Contractor without the prior written approval of the District.



- **Vendor Registration: SAM (System for Award Management)**  
Vendors doing business with Jefferson County Drainage District No. 7 are required to be registered with The System for Award Management (SAM), with an “active” status. SAM is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, 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>  
**Respondents are strongly encouraged to review their firm’s SAM (System for Award Management) status prior to Proposals Submission.**

- **Awarded Firm(s): Submission of FORM 1295 (Texas Ethics Commission)**  
As of January 1, 2016, per House Bill 1295, the Texas Ethics Commission (TEC) requires **all awarded vendors** to complete a Certificate of Interested Parties (FORM 1295) at time of notification of award. **Awarded Vendors** (for contracts under this RFP) must visit the TEC website link below, enter the required information on Form 1295, and print a copy of the completed form. The form will include a certification of filing that will contain a unique certification number.  
**At the time of award, the District will submit a request to the Awarded Firm (for a contract under this RFP) to both:**
  1. Submit FORM 1295 online via the Texas Ethics Commission website link below.
  2. Submit a printed copy of FORM 1295, signed by an Authorized Agent of the Awarded Vendor and notarized to the District.

**FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at:**  
[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

- **Minority-Women Business Enterprise Participation**

It is the desire of the District to increase the participation of Historically Underutilized Businesses (HUB), Minority (MBE), and Women-Owned (WBE) businesses in its contracting and procurement programs. While the District does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms.

## 12. FEMA Mandated Contract Clauses

If applicable to the work and services being performed by CONTRACTOR under the parties’ AGREEMENT, the following provisions are adopted and form part of this AGREEMENT:

### 12.1 Damages

- A. 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.

- B. 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.

## 12.2 Termination for Cause and for Convenience

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 District, Contractor shall be entitled to payment for all work and services performed by it up to the effective date of such termination.

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) days following Contractor's receipt of a Notice of Deficiency provided by District.

## 12.3 Equal Employment Opportunity Clause

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)):

- A. 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. 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.
- B. 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.
- C. 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.

- D. 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.
- E. 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.
- F. 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.
- G. 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 with a 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.

## 12.4 Davis Bacon and Copeland "Anti-Kickback" Act

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

- A. 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);
- B. 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.

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

- a. 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.
- b. 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.
- c. 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.

## 12.5 Contract Hours and Safety Standards Act (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.

- A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- B. 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.

- C. 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.

- D. 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.

## 12.6 Rights to Inventions Made Under A Contract or Agreement

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."

## 12.7 Clean Air Act and Federal Pollution Control ACT

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.

## 12.8 Energy Efficiency and Conservation

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).

## 12.9 Debarment and Suspension

- A. 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).

- B. 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.
- C. 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.
- D. 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.

## 12.10 Byrd Anti-Lobbying Amendment

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.

## 12.11 Procurement of Received Materials

- A. 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.
- B. 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>.

## 12.12 Agreements with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms

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.

## 12.13 Access to Records

- A. 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.
- B. CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. 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.

## 12.14 Seal, Logo and Flags

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.

## 12.15 Compliance with Federal Law, Regulations and Executive Orders

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. See also Requests for Proposals at page 24, Section 3.4, subparagraph 5.

## 12.16 No Obligation by Federal Government

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.

## 12.17 Program Fraud and False or Fraudulent Statements or Related Acts

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.



## Vendor Reference

Please list at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided.

***THIS FORM MUST BE RETURNED WITH YOUR PROPOSALS***

REFERENCE ONE	
Government/Company Name:	
Address:	
Contact Person and Title:	
Phone:	Fax:
Email Address:	
Contract Period:	Scope of Work:
REFERENCE TWO	
Government/Company Name:	
Address:	
Contact Person and Title:	
Phone:	Fax:
Email Address:	
Contract Period:	Scope of Work:
REFERENCE THREE	
Government/Company Name:	
Address:	
Contact Person and Title:	
Phone:	Fax:
Email Address:	
Contract Period:	Scope of Work:

**Respondent Must Complete and Return This Page With Offer  
Signature Page**

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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 proposal submission and time of award, the undersigned will notify the District. 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 proposal in collusion with any other respondent, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other respondent or to any other person(s) engaged in this type of business prior to the official opening of this proposal. And further, that neither the 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 respond or not to respond thereon.

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

**Respondent Must Complete and Return This Page With Offer**

**Respondent's Certification**

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I have carefully examined the Request for Proposals, Scope of Services Background, and any other documents accompanying or made a part of this Request for Proposals.

I hereby propose to furnish the services specified in the Request for Proposals. I agree that my proposal will remain firm for a period of up to 120 days in order to allow the District adequate time to evaluate the proposals submitted.

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 these proposals are made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same service: no officer, employee or agent of the District 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  
\_\_\_\_\_, 2021

\_\_\_\_\_  
SIGNATURE

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

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

MAILING ADDRESS

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

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

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

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

# **APPENDIX**

## **HMGP Project Description**

### Rodair Gully Detention

The proposed project will consist of the purchase of 90 acres of open land and existing clay and sand borrow pit which will be excavated to an average of 7 feet in depth to develop a detention pond with the capacity of 600 acre-feet. The detention pond will be designed to mitigate flooding of homes, businesses, and roadways within the watershed during heavy rainfall events. The detention facility will provide off-channel temporary storage of excess floodwaters. This new detention facility will fill and drain on a gravity basis and will operate without requiring additional pumping resources for DD7. The project will require environmental permitting and a cultural resource assessment.

Total Project Cost proposed in the Grant Application - \$4,650,000.