

NEWTON COUNTY INSTRUCTIONS TO RESPONDENTS

RFSQ #2020-11 ENGINEERING SERVICES FOR EDA DISASTER RECOVERY FUNDS (EDA-2018-DISASTER)
(March 2016 Flooding Event/Dr-4266 Disaster Declaration)

The following requirements and specifications shall be in addition to the other requirements contained herein and shall supersede the other requirements where applicable.

Federal Participation Disclosure – “This project will be partially funded with Federal funds from the United States Department of Commerce, Economic Development Administration and therefore is subject to the Federal laws and regulations associated with that program.”

1. GENERAL INFORMATION:

Newton County is requesting Statements of Qualifications (SOQ) from a competent engineering firm, registered to practice in the State of Texas, who can adequately demonstrate they have the resources, experience and qualifications to perform Engineering activities and related services, pursuant to Texas Government Code, Chapter 2254, Subchapter A. These services are being solicited to assist the County in its project implementation of an EDA Disaster Recovery Grant award by the U.S. Department of Commerce – Economic Development Administration. The application will support infrastructure in the County. *Note that fees for post funding activities will be negotiated during the application phase.*

The Contract consists of the Instructions to Respondents, Scope of Work, Standard Terms & Condition, Special Requirements and the Professional Service Agreement, as well as all other documents included in the Request for Statement of Qualifications Number 2020-11 as stated in the Request for Statement of Qualifications Package Checklist, and any drawings (if applicable) and other specifications, as well as addenda issued prior to execution of the Contract. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may only be amended or modified under the terms of this Contract. Newton County may make partial or complete awards to one or more vendors (if applicable) whichever is in the best interest of the County.

The projects are envisioned to have the Engineering Firm as the Prime consultant. If the Prime Engineering firm does not have an environmental division within their company, the Prime shall select a team of professionals capable of providing the required services in an efficient manner in the best interests of Newton County and to provide successful, and on-budget project delivery. Information on all proposed sub consultants and / or subcontractors should be included in the response.

Firms and / or individuals should have experience with federally funded programs.

Firms must include verification that your company as well as the company's principal is not listed (is not debarred) through the System for Award Management (www.SAM.gov). Please include a date stamped print out of the search results.

The County reserves the right to negotiate with any and all persons or firms submitting proposals, per the Texas Professional Services Procurement Act and the Uniform Grant and Contract Management Standards. Historically Underutilized Businesses (HUBs) and Minority or Women Owned Businesses (MWBs) are encouraged to participate in the RFQ processes. Although Newton County does not certify HUB/MWBE vendors, Newton County recognizes the certifications of other governmental entities. If you are certified by a government entity, please include your certificate in your RFQ submittal.

Proposal shall be received by the County no later than 4:00 p.m. Friday, March 20, 2020 to be considered. Please submit your proposal of services and a statement of qualifications for the proposed services to: Sandra K. Duckworth, Newton County Clerk, 115 Court Street, P.O. Box 484, Newton, TX 75966.

Newton County is an Affirmative Action/Equal Opportunity Employer.

PLEASE REVIEW THE STATEMENT OF QUALIFICATIONS (SOQ) SUBMITTED IN RESPONSE TO NEWTON COUNTY'S REQUEST FOR CLARIFICATIONS. CHECK WHICH PROJECT(S) YOU ARE SUBMITTING FOR.

2. SELECTION PROCESS

The Statement of Qualifications (SOQs) will be used to rank the respondents and determine a short list for Engineering, Environmental clearance and related services. In addition, the SOQ will be used for reference material throughout the selection process. Once the short list has been determined, there may be an oral interview/ presentation session scheduled for the highest ranked firms. The presentation should demonstrate the team's experience in providing Engineering, Environmental clearance and related services.

From the SOQs and interviews, the Evaluation Committee will determine the most highly qualified firm. After the selection process has been completed, a detailed scope of services will be developed between the successful firms and Newton County and a price proposal will be requested. The price proposal generated should reflect substantially the same composition and level of involvement as presented in the Statement of Qualifications.

If a mutually agreeable cost/price proposal cannot be negotiated, Newton County will formally end the negotiation and proceed to select and negotiate with the next most highly qualified firm(s) on the basis of demonstrated competence, experience and qualifications.

2.1. SELECTION CRITERIA

The criteria and weighted factors used to evaluate the proposals will be:

- **Experience** **Total Points: 50**
 - Has previously designed these types projects Points: 20
 - Has worked on federally funded construction projects Points: 15
 - Has worked on projects that were located in this general region Points: 5
 - Extent of experience in project construction management Points: 10

- **Work Performance**..... **Total Points: 20**
 - Past projects completed on schedule Points:5
 - Manages projects within budgetary constraints Points:5
 - Work product is of high quality Points:10

- **Capacity to Perform** **Total Points: 30**
 - Staff Level / Experience of Staff Points: 10
 - Adequacy of Resources Points: 15
 - Professional liability insurance is in force Points:5

- **TOTAL SCORE: 100 POINTS**

3. REQUEST FOR STATEMENT OF QUALIFICATIONS REQUIREMENTS

The Prime will prepare a Statement of Qualifications (SOQ) for review by the County's Evaluation Committee. The County intends to make its selection from firms that submit a SOQ package that includes the following:

- (a) A Transmittal Letter, limited to one (1) page twelve (12) font, including:
 - Brief statement of the firm's understanding of the scope of the work to be performed;
 - Confirmation that the firm meets the appropriate state licensing requirements to practice as an Architect/Engineer in Texas
 - Confirmation that the firm has not had a record of substandard work within the last five years;
 - Confirmation that the firm has not engaged in any unethical practices within the last five years;
 - Any other information that the firm feels appropriate to support their understanding;

- (b) Company Profile

- (c) Experience and Qualifications:
Set forth your experience and qualifications as they relate to the proposed project in terms of technical scope, tasks involved, deliverable products, and other elements of the work as they relate to the evaluation criteria and all requirements of this RFSQ including the following:
- o Experience with public works construction including but not limited to disaster recovery projects;
 - o Experience with disengaging projects;
 - o Experience with drainage improvement projects;
 - o Experience with federally funded construction projects;
 - o Projects located in this general region of the state
 - o A list of past local government clients, as well as resumes of all engineers/environmental firms/surveyors that will or may be assigned to this project if you receive the engineering/environmental firms/surveying services contract award,
- (d) References
Each firm must furnish a minimum of five (5) references
- (e) Newton County completed RFSQ, pages 1 - 47.

RFSQ Document Submission

One (1) original hard copy and four (4) hard copies shall be submitted which will include all documents associated with the RFSQ.

Newton County prefers that each response be bound in a three (3) ring or plastic comb binder and tabbed by section. Each bound submittal shall be marked as "Original" or "Copy". The tabs should identify the following sections by name rather than by a number or alphabet and shall be organized to conform to the RFSQ sequence and format shown in items (a) through (e).

Complete hard copy submissions shall be sealed in an envelope or box for delivery to the Newton County Purchasing Director per instructions herein. All documents included in the response and the outside of the envelope and/or box must be labeled with the respondent's name and the RFSQ number which corresponds to this proposal.

Each response shall be organized to conform to the RFSQ sequence and format. Respondent should provide a response for each and every portion of the RFSQ. Responses should be carefully considered by the respondent as they are critical to the evaluation process. Evaluation will consider the adequacy, accuracy and completeness of responses. While Newton County appreciates a brief straightforward concise proposal, the respondent must fully understand that the evaluation is based on the information provided. Any ambiguous and equivocal statements may be construed against the respondent.

Where appropriate, your response may consist of phrases such as "understood" "agreed", or "no exception". Any omissions shall be assumed to be "No Exceptions". Any ambiguous and equivocal statements may be construed against the respondent.

Provider must note any exceptions to the statements, specifications or requirements stated in the proposal documents. These exceptions must be provided at the time of the RFSQ opening in order to be considered. Exceptions to the Standard Terms and Conditions and Special Requirements may be placed in an Appendix labeled "Exceptions."

Each respondent shall submit completed Vendors Qualifications forms provided in this Request for Proposal. Newton County shall have the right to take such steps as it deems necessary to determine the ability of the respondent to perform its obligations under the Contract, and the respondent shall furnish Newton County all such information and data for this purpose as it may request. Newton County reserves the right to reject any offer where an investigation of the available data pertaining to the qualifications of a respondent is not to the satisfaction of Newton County.

4. PERIOD OF CONTRACT

The contract term shall begin upon award and continue until completion of the project.

5. QUESTIONS DUE DATE (FOR CLARIFICATIONS)

Any prospective respondent desiring any explanation or interpretation of the proposal must make a written request which must be received by the Auditor's Office at least five (5) business days prior to the scheduled time for the opening. The request must be addressed to Elizabeth Holloway, at the address listed below or faxed to (409) 379-3359.

Newton County Auditor's Office
Attn: Elizabeth Holloway
P.O. Box 296
Newton, Texas 75966

Respondents may also email requests for clarification to elizabeth.holloway@co.newton.tx.us.

Questions and answers will be posted on the Newton County website: www.co.newton.tx.us.

6. INSURANCE REQUIREMENTS

Contractor shall furnish certificates of insurance to County evidencing compliance with the insurance requirements as found in Exhibit F of the Professional Services Agreement, for the duration of the project. Certificates shall indicate name of Contractor, name of insurance company, policy number, term of coverage and limits of coverage. In the event that the insurance is renewed during the duration of the contract; Contractor shall furnish certificate of insurance to the County evidencing renewal of policy within 30 days of renewal. Contractor shall provide County with at least 30 days prior written notice of any reduction in the limit of liability by endorsement of the policy, cancellation or non-renewal of the insurance coverage required under this Agreement.

Further, on vendor's certificate of insurance supplied to Newton County, Newton County shall be listed as additionally insured.

WAIVER OF SUBROGATION:

All policies of insurance shall waive all rights of subrogation against Newton County, its officers, employees and agents.

7. DISCLOSURE OF CERTAIN RELATIONSHIP

Texas Local Government Code chapter 176 requires that any vendor or person who enters or seeks to enter into a contract with a local governmental entity (including any agent of such person or vendor) disclose in the Questionnaire Form CIQ the vendor or person's employment, affiliation, business relationship, family relationship or provision of gifts that might cause a conflict of interest with a local governmental entity. By law, this questionnaire must be completed and filed with the records administrator of Newton County no later than the seventh business day after the date the person engages or communicates with Newton County or becomes aware of facts that require the completion of the questionnaire pursuant to Texas Local Government Code section 176.006.

A person commits an offense if the person knowingly violates Texas Local Government Code section 176.006. An offense under this section is a Class C misdemeanor.

A copy of House Bill 23 which amended the Texas Local Government Code Chapter 176 is available at:

<http://www.capitol.state.tx.us/tlodocs/84R1billtext/html/HB00023F.HTM>

Texas Local Government Code Chapter 176 can be found [here:http://www.statutes.legis.slate.tx.us/DocsfLG/htm/LG_176.htl11](http://www.statutes.legis.slate.tx.us/DocsfLG/htm/LG_176.htl11)

Questionnaire Form CIQ is included in this offer.

By submitting a response to this request, the vendor or person represents compliance with the requirements of Texas Local Government Code chapter 176. If required, completed forms should be sent to:

Newton County Courthouse
County Clerk's Office
115 Court St.
Newton, TX 75966

8. CERTIFICATE OF INTERESTED PARTIES

Effective January 1, 2016, all contracts and contract amendments, extensions, or renewals executed by the Commissioners Court will require the completion of Form 1295 "Certificate of Interested Parties" pursuant to Government Code § 2252.908. Form 1295 must be completed by awarded vendor at time of signed contract submission.

Form 1295 and definitions are included in this offer for your information.

9. SYSTEM FOR AWARD MANAGEMENT (SAM)

Respondents must register with the System for Award Management (SAM) or have an active registration with SAM. Registration is free.

The System for Award Management (SAM) is the official registration required prior to bidding on a contract with any federal government agency, including local governments who receive federal funds.

Registering online is accomplished on the [SAM website](http://www.sam.gov) at www.sam.gov.

10. OTHER REQUIREMENTS

Mandatory Standards and Policies:

Reporting Requirements

The Contractor shall comply with the requirements and regulations pertaining to reporting (24 CFR 85.36 (i) (7)).

Patent Rights

The Contractor shall comply with the requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract. (24 CFR 85.36 (i) (8)).

Copyrights and Rights in Data

The Contractor shall comply with the requirements and regulations pertaining to copyrights and rights in data. (24 CFR 85.36 (i) (9)).

Record Retention

Retention of all required records for three (3) years after grantees or subgrantees make final payment and all other pending matters are closed. (24 CFR 85.36 (i) (11)).

I. Remedies

"If the bidder/vendor fails to comply with the terms and conditions of this Agreement, Newton County may take one or more of the following actions, as appropriate to the circumstance:

- (a) Temporarily withhold payments pending the bidder/vendor commencing in good-faith corrective action to cure the deficiency;
- (b) Permanently withhold payments; and/or
- (c) Take any and all other remedies that may be legally available.

II. Equal Opportunity Clause:

§ 60-1.4 Equal opportunity clause.

(a) *Government contracts.* Except as otherwise provided, each contracting agency shall include the following equal opportunity clause contained in section 202 of the order in each of its Government contracts (and modifications thereof if not included in the original contract):

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:

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.

(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.

(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 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.

III. Retention of Records / Access to Records

"Retention of Records. The contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until the (name of the state agency or local or Indian tribal government), (name of grantee), the FEMA Administrator, the Comptroller General of the United States, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related to the litigation or settlement of claims."

Access to Records. The following access to records requirements apply to this contract:

- 1) The contractor agrees to provide Newton County, the Economic Development Administration, the U.S. Department of Commerce, 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 contract for the purposes of making audits, examinations, excerpts and transcriptions.
- 2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- 3) The contractor agrees to provide the HUD, GLO or their authorized representatives access to construction or other work sites pertaining to the work being completed under this contract.
- 4) §200.336 Access to records.
 - a) Records of non-Federal entities. The Federal awarding agency, Inspectors General, the Comptroller General of the United

States, 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 :

5) §200.333 Retention requirements for records.

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:

(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.

(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.

(c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.

(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.

(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.

(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).

(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.

(2) *If not submitted/or 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.

IV. Clean Air Act and Federal Water Pollution Control Act

"Clean Air Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of grantee), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of grantee), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office

(3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part

with Federal assistance provided by FEMA."

V. Debarment and Suspension

"Suspension and Debarment

(1) 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).

(2) 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. (3) This certification is a material representation of fact relied upon by Newton County. 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 the Texas Department of Emergency Management and Newton County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment,

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

VI. Byrd Anti-Lobbying

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into a transaction imposed by 31, U.S.C. 1352 9as amended by the Lobbying disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. 3801 et seq., apply to this certification and disclosure, if any.

Signature of Authorized Official: _____

Name and Title of Authorized Official: _____

Date: _____

VII. Procurement of Recovered Materials;

1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired

(i) Competitively within a time frame providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www3.epa.gov/epawaste/consERVE/tools/cpg/index.htm>

The list of EPA-designate items is available at <http://www3.epa.gov/epawaste/consERVE/tools/cpg/products/index.htm>

VIII. PHS Seal

"The contractor shall not use the DRS seal(s), logos, crests, or reproductions of flags or likenesses of DRS agency officials without specific FEMA preapproval."

IX. Compliance with Federal Law, Regulations, and Executive Orders

"This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives."

X. No Obligation by Federal Government

"The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

XI. Program Fraud and False or Fraudulent Statements or Related Acts

"The 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."

XII. Energy Conservation

The contractor agrees to comply with 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.

XIII. §200321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms

(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.

(b) Affirmative steps must include:

(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; and

(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.

XIV. Section 3 Clause

All Section 3 covered contracts shall include the following clause (referred to as the Section 3 clause):

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HOD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HOD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HOD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

XV. Solid Waste Disposal Act

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.

[78 PR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec, 19,20141

XVI. Rights to Inventions Made Under a Contract or Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR §40 1.2 (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 sub recipient 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.

XVII. 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 compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

XVIII. 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 \$1 00,000 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 or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

NEWTON COUNTY

SCOPE OF WORK

The Contractor shall provide the following scope of services:

SCOPE OF SERVICES REQUESTED

Providers will help the Economic Development Administration (EDA) fulfill Federal statutory responsibilities related to disaster recovery for presidentially declared disasters in Texas. Providers will assist the EDA and grant recipients in the completion of EDA qualified civic engineering projects. Respondents may be qualified to provide Engineering services for non-housing projects. Engineering services must be performed in compliance with the U.S. Department of Commerce and Economic Development Administration guidelines.

Providers will be bound to specific terms and conditions found in the sample general terms and conditions.

DESCRIPTION OF SERVICES AND SPECIAL CONDITIONS

Respondents will be required to show the ability to provide all the Engineering services described below. Respondent shall then provide a detailed description of how they meet the requirement, describing their knowledge and experience, as well as providing discrete examples of previous work where applicable.

General Requirements

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

Initial Engineering and Design Support

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

- a) Assist with the development of grant applications, as necessary.
- b) Provide all project information necessary to ensure timely execution of the environmental review,
- c) Provide preliminary engineering, investigations, and drawings enough to achieve the preliminary design milestone, including at a minimum:
 - a. Cross sections/elevations
 - b. Project layout/staging areas
 - c. General notes
 - d. Special notes
 - e. Design details
 - f. Specifications
 - g. Utility relocation designs
 - h. Construction limits, including environmentally sensitive areas that should be avoided during construction
 - i. Required permits
 - j. Quantities
 - k. Estimate of construction costs to within +/-25%
- 1. Schedules for design, permitting, acquisition and construction
- d) Design surveying, topographic and utility mapping.
- e) Perform subsurface explorations for project sites, as necessary.