

**NEWTON COUNTY  
REQUEST FOR STATEMENT OF QUALIFICATIONS  
CDBG-MIT  
ENGINEERING SERVICES HUD/GLO 2015, 2016, AND HURRICANE HARVEY DISASTER  
MITIGATION FUNDING**

**NOTICE TO OFFERERS**

Newton County will receive offers at the Newton County Clerk's Office, 115 Court Street, Newton, Texas 75966.

**BID/OFFER NUMBER: RFSQ #2019-11 ENGINEERING SERVICES FOR 2015, 2016, AND HURRICANE HARVEY DISASTER MITIGATION FUNDING**

**Offers must be received no later than Monday, December 16, 2019, at 4:30 p.m., local time.**

If you wish to receive an Offer Package with full instructions and requirements, you may do so by one of the following methods:

- **INTERNET (24 hours a day 7 days a week)**

Visit our Website at: [www.co.newton.tx.us](http://www.co.newton.tx.us)

- **PICK UP AT (8:00 a.m. to 4:30 p.m. Monday thru Friday)**

Newton County Auditor's Office  
Newton County Courthouse  
110 Court Street, Room 308  
Newton, Texas 75966

- **REQUEST A MAILED COPY**

Contact the Auditor's Office at (409)379-5755 to request a copy be mailed via US Regular Mail.  
Offerer must provide: Company Name, Address, Telephone, Fax, Contact Name and email address.

Any prospective offerer desiring any explanation or interpretation of the solicitation must make a written request at least five (5) business days prior to the scheduled time for the offer submission. Any information given to a prospective offerer concerning this solicitation will be furnished promptly to all other known prospective offerers by posting to the County website. Newton County reserves the right to accept or reject any or all offers as it deems in its best interest.

It is the Offerer's responsibility to verify the issuance of Addenda in regard to this Offer. All Addenda shall be submitted to all known bidders/offerers and shall be posted on the Newton County Website identified above. Newton County shall not be responsible for failed internet connections or power interruptions.

Newton County is an Affirmative Action/Equal Opportunity Employer.

# NEWTON COUNTY REQUEST FOR PROPOSAL COVER SHEET

## RFSQ#2019-11 ENGINEERING SERVICES FOR 2015, 2016, AND HURRICANE HARVEY DISASTER MITIGATION FUNDING

The enclosed REQUEST FOR STATEMENT OF QUALIFICATION (RFSQ) and accompanying specifications and statement of work are for your convenience in submitting an offer for the referenced products and/or services for NEWTON COUNTY.

Offers shall be received no later than:

MONDAY, DECEMBER 16, 2019 AT 4:30 P.M., C.S.T.

PLEASE MARK ENVELOPE: "RFSQ#2019-11 ENGINEERING SERVICES FOR 2015, 2016, AND HURRICANE HARVEY DISASTER MITIGATION FUNDING"

**Respondent shall sign and date the offer as requested on each page. Offers, which are not signed and dated in this manner, may be rejected.**

**DELIVER OFFER TO:**

**PHYSICAL ADDRESS FOR COURIERS & HAND DELIVERIES**

SANDRA K. DUCKWORTH  
NEWTON COUNTY CLERK  
115 COURT STREET  
P.O. BOX 454  
NEWTON, TEXAS 75966

**\*\*MAILING ADDRESS**

(SEE NOTE BELOW)

NEWTON COUNTY appreciates your time and effort in preparing this offer. Please note that all offers **must be receive at the designate location by the deadline shown**. Offers received after the deadline **will not be considered** for the award of the Contract and shall be considered void and unacceptable.

**\*\*US Postal Service mailing address**

The U.S. mail may not deliver to the physical address shown above. Respondents who prefer to use the U.S. mail may submit their offers using the U.S. Postal Service mailing address shown below.

**HOWEVER**, packages delivered by the U.S. Postal Service to the Newton County mailing address are subject to delays that may cause a response to be rejected due to missing a solicitation receipt deadline.

Respondents using the U.S. mail should take this possible delay into account when using the U.S. mail.

**MAILING ADDRESS**

SANDRA K. DUCKWORTH  
NEWTON COUNTY CLERK  
P.O. BOX 454  
NEWTON, TEXAS 75966

NEWTON COUNTY is very conscious and extremely appreciative of the time and effort you have expended to submit an offer. We would appreciate it if you would indicate on any "No Offer" response, any requirement of this RFSQ which may have influenced your decision to "No Offer". If your response to this RFSQ is a "No Offer" response, please complete the Statement of No Offer in this RFSQ package and submit.

Any prospective bidder/respondent desiring any explanation or interpretation of the solicitation 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 bid/offer opening. The request must be addressed to Elizabeth Holloway, Newton County Auditor, P.O Box 296, Newton, Texas 75966, emailed to [elizabeth.holloway@co.newton.tx.us](mailto:elizabeth.holloway@co.newton.tx.us), or faxed to (409) 379-5755. Any information given to a prospective bidder/respondent concerning this solicitation will be furnished promptly to all other known prospective bidders/respondents as a written amendment/addendum to the solicitation. Newton County reserves the right to accept or reject any or all bids/offers as it deems in its best interest and to waive any formalities.

**It is the Respondent's responsibility to verify the issuance of Addenda in regard to this Bid/ Offer.** All Addenda shall be submitted to all known bidders/respondents and shall be posted on the Newton County Website at [www.co.newton.tx.us](http://www.co.newton.tx.us), under "2015, 2016, and Hurricane Harvey Disaster Mitigation Funding". Newton County shall not be responsible for failed internet connections or power interruptions.

All required Bid/Offer documents shown on the Package Checklist, including any Addenda Receipt Forms which may have been issued, must be included in a sealed envelope marked with the bidder's company name, the Bid/Offer name, number and due date.

*Elizabeth Holloway*  
Elizabeth Holloway, Newton County Auditor

**NEWTON COUNTY  
BIDDER/RESPONDENT  
CERTIFICATION**

**RFSQ#2019-11 ENGINEERING SERVICES FOR 2015, 2016, AND HURRICANE HARVEY  
DISASTER MITIGATION FUNDING**

*Note: In order to sign the documents electronically and insert an authorized signature into the PDF, you will need to use the latest version of Adobe Reader. Be aware that such a signature will have the full legal force of a handwritten signature under Texas law.*

\_\_\_\_\_  
LEGAL NAME OF CONTRACTING COMPANY

\_\_\_\_\_  
FEDERAL I.D. # (Company or Corporation)

\_\_\_\_\_  
SOCIAL SECURITY # (Individual)

\_\_\_\_\_  
TELEPHONE NUMBER

\_\_\_\_\_  
FACSIMILE NUMBER

\_\_\_\_\_  
CONTACT PERSON

\_\_\_\_\_  
TITLE

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

\_\_\_\_\_  
CITY & STATE

\_\_\_\_\_  
ZIP CODE

\_\_\_\_\_  
COMPLETE STREET ADDRESS

\_\_\_\_\_  
CITY & STATE

\_\_\_\_\_  
ZIP CODE

\_\_\_\_\_  
EMAIL ADDRESS

**CERTIFICATION**

By my signature hereon, I certify that the Goods and/or Services that I propose to furnish will meet or exceed every specification contained herein, and that I have read each and every page of the Specifications/Statement of Work, other requirements, as well as, the Standard Terms & Conditions and Bid Table. Further, I agree that if my offer is accepted, I shall perform as required in these Contract documents. I am aware that, once accepted by Newton County, my offer becomes a binding Contract in accordance with the provisions herein of the aforementioned Contract documents, and that I will not be permitted to attempt enforcement of any other Contract or Contract provisions.

\_\_\_\_\_  
SIGNATURE

“must be authorized to execute on behalf of company”

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Typewritten or Printed Name

\_\_\_\_\_  
Title

# NEWTON COUNTY CONTRACT SHEET

## THE STATE OF TEXAS COUNTY OF NEWTON

This memorandum of agreement made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between Newton County in the State of Texas (hereinafter designated County), acting herein by County Judge Paul Price, by virtue of an order of Newton County Commissioners' Court, and \_\_\_\_\_ (hereinafter designated Contractor).

### WITNESSETH:

The Contractor and the County agree that the Instructions to Respondents, Specifications/Statement of Work, Standard Terms & Conditions, and all other requirements herein for RFSQ#2019-11 ENGINEERING SERVICES FOR 2015, 2016, AND HURRICANE HARVEY DISASTER MITIGATION FUNDING, as stated in the Request for Statement of Qualifications Package Checklist hereto attached and made a part hereof, together with the bond (when required), and shall constitute the full agreement and Contract between parties and for furnishing the items set out and described; the County agrees to pay the prices stipulated in the accepted offer.

It is further agreed that this Contract shall not become binding or effective until signed by the parties hereto and a purchase order authorizing the items desired has been issued.

Executed at Newton, Texas this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

By: \_\_\_\_\_  
Kenneth Weeks, Newton County Judge Signature

By: \_\_\_\_\_  
Signature of Contractor

By: \_\_\_\_\_  
Printed Name and Title

**REQUEST FOR STATEMENT OF QUALIFICATIONS**  
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**DISASTER MITIGATION FUNDING**

Items checked below represent components, which comprise this bid/offer package. If the item **IS NOT** checked, it is **NOT APPLICABLE** to this bid/offer. Bidders are asked to review the package to be sure that all applicable parts are included. If any portion of the package is missing, notify the Newton County Purchasing Department immediately.

It is the bidder's responsibility to be thoroughly familiar with all requirements and specifications. Be sure you understand the following before you return your bid/offer packet. Failure to provide these items may result in rejection of bid/offer.

1.  **Cover Sheet**
2.  **Bidder Certification** -Must be signed (**IN INK**) by an authorized representative of the respondent having the authority to bind the firm into a contract.
3.  **Contract Sheet** - Must be signed (**IN INK**) by an authorized representative of the respondent having the authority to bind the firm into a contract (**TO BE SUBMITTED BY VENDOR UPON AWARD**)
4.  **Package Checklist**
5.  **Instructions to Respondents**
6.  **Offer Sheet** - Must be signed (**IN INK**) by an authorized representative of the respondent having the authority to bind the firm into a contract.
7.  **Statement of No Offer**
8.  **Standard Terms and Conditions**
9.  **Special Requirements**
10.  **Bidder/Respondent's Affirmation**  
Company name, identifying information and signature (**IN INK**).
11.  **SDNs/Blocked Persons Affirmation**
12.  **Insurance Requirements**
13.  **Conflict of Interest Questionnaire – Form CIQ**
14.  **Certificate of Interested Parties Form 1295 (TO BE SUBMITTED BY VENDOR UPON AWARD)**
15.  **Vendor Data Sheet & W-9 Form** (Respondent information and W-9 Form must be completed and returned with offer)
16.  **Return Label**

# NEWTON COUNTY INSTRUCTIONS TO RESPONDENTS

## RFSQ#2019-11 ENGINEERING SERVICES FOR 2015, 2016, AND HURRICANE HARVEY DISASTER MITIGATION FUNDING

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

### 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 application and project implementation of a CDBG – Disaster Recovery grant award by the General Land Office (GLO) Community Development and Revitalization. The application will support infrastructure in the County. *Note that pre-funding services are not eligible for grant reimbursement and 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 2019-11 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 Firm awarded the contract, will work with the Grant Administrator and County in identifying eligible projects for consideration in the application submitted.

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 past 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](http://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 (MWBEs) 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.

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.**

The contract award is contingent upon the receipt of CDBG-MIT funds. If no such funds are awarded, the contract shall terminate.

## 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 an SOQ package that includes the following:

- (a) **A Transmittal Letter**, limited to one (1) page 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:

- Experience with public works construction including but not limited to disaster recovery projects;
- Experience with desnagging projects;
- Experience with drainage improvement projects;
- Experience with federally funded construction projects;
- Projects located in this general region of the state
- 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](mailto:elizabeth.holloway@co.newton.tx.us).

Questions and answers will be posted on the Newton County website: [www.co.newton.tx.us](http://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/84R/billtext/html/HB00023F.HTM>

Texas Local Government Code Chapter 176 can be found here:<http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>

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 Auditor's Office  
110 Court Street, Room 308  
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](http://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 U.S. Housing and Urban Development (HUD), the Texas General Land Office (GLO), 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 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.

#### **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 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 timeframe 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. DHS Seal**

"The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS 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 with 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. §200.321 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. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD 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 HUD'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 HUD 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 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

#### **XVI. 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.

#### **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 \$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 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 GLO fulfill State and Federal Disaster Mitigation ("CDBG-MIT") statutory responsibilities related to disaster recovery for presidentially declared disasters in Texas. Providers will assist the GLO and grant recipients in the completion of CDBG qualified housing or non-housing projects. Respondents may be qualified to provide Engineering services for housing projects, non-housing projects, or both. Engineering services must be performed in compliance with the U.S. Department of Housing and Urban Development ("HUD") and guidelines issued by the GLO. 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 subrecipient and its service providers (i.e., Engineer, Environmental, Contracted Construction Company, Grant Administrator, etc.) and GLO 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 sufficient 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%
  - l. Schedules for design, permitting, acquisition and construction
- d) Design surveying, topographic and utility mapping.
- e) Perform subsurface explorations for project sites, as necessary.

- f) Prepare horizontal alignments/layouts for all proposed project alternatives necessary to fully describe the project scope, anticipated limitations, and potential project impacts.
- g) Recommend value engineering options (alternative design, construction methods, procurement, etc.) that may improve efficiency, expedite the schedule, or reduce project costs for the subrecipient.
- h) Identify, acquire and submit all necessary permits and approvals required for design approval and construction.
- i) Submit all necessary deliverables to the appropriate entity for review and comment. Adjust project and/or design to satisfactorily address any comments, as necessary.
- j) Prepare plans and profiles, including vertical design information for the selected alternative.
- k) Identify and address potential obstacles to project implementation (i.e., pipelines, easements, permitting, environmental, etc.) prior to moving forward with the final design.
- l) Support subrecipient with acquisition or property/servitudes/right-of-way documentation as required by the County to facilitate the project, preparing right of way surveys and/or property boundary maps and legal descriptions of parcels to be acquired.
- m) Provide project schedules from cradle to grave in MS Project format or equal as approved by the subrecipient based on GLO guidance.

### **Engineering and Final Design Support**

Respondents will be required to show the ability to provide all the Engineering services described below as they relate to final design support:

- a) Prepare plans and profiles, including necessary design information for the selected alternative sufficient to achieve all detailed design milestones. Examples include, but are not limited to:
  - 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 +/- 20%
  - l. Schedules for design, permitting, acquisition and construction
- b) Provide information to appropriate individuals for the development of environmental fund release report and floodplain maps.
- c) Identify, acquire and submit all necessary permits and approvals required for design approval and construction.
- d) Provide hard copy, if necessary, reproducible plan drawings and bid documents, in addition to electronic copies to the subrecipient, upon design completion, and as requested during design. Electronic copies should be in the native format (AutoCAD DWG) along with PDF packages and should contain all corresponding references, databases, or files associated with the completed design documents.
- e) Assist the subrecipient and any service provider related to the project with all necessary documentation to ensure compliance with all Program requirements and regulations.

## **Bid and Award Support**

Respondents will be required to show the ability to provide all the Engineering services described below as they relate to bid and award support.

- a) Submit appropriate items and support subrecipient in the development of complete bid package.
- b) Prepare and assist subrecipient in the advertisements for bid solicitation.
- c) Support development and issuance of bid-related documents necessary to complete bid process (e.g., bid proposal form, bid addenda and supporting documentation).
- d) Attend and support subrecipient at pre-bid conference and bid opening.
- e) Support subrecipient with ongoing communication during bid process.
- f) Support subrecipient to complete bid tabulation and evaluation of responses and provide recommendation for award.
- g) Support subrecipient to negotiate and finalize contract documents, including issuance of the Notice to Proceed, in accordance with program and subrecipient requirements.
- h) Support subrecipient in the conducting of a preconstruction conference.

## **Contract Management and Construction Oversight**

Respondents will be required to show the ability to provide all the Engineering services described below as they relate to contract management and construction oversight.

- a) Ensure delivery of subrecipient project in accordance with contract.
- b) Provide ongoing Construction Oversight Reports detailing the status of construction for subrecipient project.
- c) Review all service provider submittals to ensure compliance with construction contract documents and provide recommendations to subrecipient.
- d) Provide periodic and final inspections and tests reports, as required for the project.
- e) Provide on-site supervision and oversight of construction activities at a minimum on a bi-weekly basis or as directed by the GLO or subrecipient.
- f) Review Construction Change Orders and provide recommendation to subrecipient as to appropriate action.
- g) Review invoice/draw requests and provide recommendation to subrecipient as to appropriate action, in compliance with the construction contract documents.
- h) Obtain independent cost estimates for validation purposes, as required.
- i) Review and respond to requests for information/clarification.
- j) Support subrecipient with issue identification and claims resolutions.
- k) Enter all requisite information into the GLO system of record in accordance with established policies and procedures.
- l) Develop a final "as built" report of quantities, drawings, and specifications.
- m) Issue to the subrecipient, for execution, a Certificate of Construction Completion within 30 days of final inspection approval.
- n) Deliver "as-built" drawings to the subrecipient within 30 days of project completion.
- o) Host and/or attend project coordination meetings in person, by phone, or by video conference, which may or may not fall during normal business hours.
- p) Perform other contract management and construction oversight duties as required to ensure success of the subrecipient project.
- q) Provide necessary certifications to regulatory agencies of project completion and compliance (ex. TCEQ).
- r) Submit all final invoices within 60 days after contract or work order expiration.

## **Specialized Services**

Respondents will be required to show the ability to provide all the Engineering services described below as they relate to specialized services.

- a) Provide Geotechnical Investigations as may be required for a project.
- b) Provide Detailed Surveying as may be required for a project.
- c) Provide Site Specific Testing as may be required for a project.

- d) Provide Archeological Studies as may be required for a project.
- e) Provide Planning Studies as may be required for a project.
- f) Provide Feasibility Studies as may be required for a project.
- g) Provide Legal documentation for property and/or easements to be acquired (i.e., field notes, etc.).
- h) Provide Phase I and Phase II environmental site assessments as requested.

# NEWTON COUNTY STATEMENT OF NO OFFER

## RFSQ#2019-11 ENGINEERING SERVICES FOR 2015, 2016, AND HURRICANE HARVEY DISASTER MITIGATION FUNDING

If Bidder/Respondent is not submitting on the goods and/or services as stated in this RFSQ, please download and complete this form.

Mail the form to:

Newton County, Attn: Elizabeth Holloway, County Auditor, P.O. Box 296, Newton, Texas 7596.

Or email to: [elizabeth.holloway@co.newton.tx.us](mailto:elizabeth.holloway@co.newton.tx.us)

\*\*\*\*\*

NAME OF FIRM: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ DATE: \_\_\_\_\_

\*\*\*\*\* The

above has declined to submit a response for the following reason(s) [please check all that apply]:

- Specifications too "restrictive", i.e., goods offered by our company do not meet stated specifications.
- Specifications unclear (please explain below).
- We do not offer this commodity and/or service or an equivalent.
- Insufficient time to respond to the RFP.
- Our schedule would not permit us to perform.
- Cannot meet insurance requirements.

Remarks: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

# NEWTON COUNTY STANDARD

## TERMS AND CONDITIONS

### 1. RFSQ#2019-11 ENGINEERING SERVICES FOR 2015, 2016, AND HURRICANE HARVEY

#### 2. DISASTER MITIGATION FUNDING

3. **FUNDING:** Funds for payment have been provided through the Newton County budget approved by the Commissioners Court for the current fiscal year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current Newton County fiscal year shall be subject to budget approval.

#### 4. AWARD OF CONTRACT:

Each successful respondent will be notified of award.

Newton County hereby notifies respondent that pursuant to Texas Local Government Code §262.0276 (effective September 1, 2003) Newton County is prohibited from entering into a contract or other transaction which requires approval by the Commissioners Court with an individual, sole proprietorship, corporation, non-profit corporation, partnership joint venture, limited corporation or other entity which is indebted to the County. Further, that this contract may be terminated and payment withheld if awarded respondent becomes indebted to the County during the term of the Contract.

5. **EQUAL EMPLOYMENT:** All contracts will be awarded by Newton County without consideration as to race, religion, sex, national origin or disability of bidder. Successful bidders are required to adhere to the provisions of 42 USCA Sec. 12101 et seq., Americans with Disabilities Act.

#### 6. DEFAULT OF RESPONDENT:

If successful respondent fails to supply a current certificate of insurance at the signing of the Professional Services Agreement for a specific project, the specified project shall pass to another qualified respondent.

Respondent, in submitting this response, agrees that Newton County shall not be liable to prosecution for damages in the event that the County declares the respondent in default.

7. **ADDENDA:** Any interpretations, corrections or changes to these Contract documents and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the Newton County Purchasing Director. Addenda will be mailed to all that are known to have received a copy of the offer package and/or Contract. Respondents shall acknowledge receipt of all addenda.

8. **SALES TAX:** Newton County is exempt by law from payment of Texas Sales Tax and Federal Excise Tax.

9. **ETHICAL CONDUCT:** The respondent shall not offer or accept gifts or anything of value, nor enter into any business arrangement with any employee, official, or Director of Newton County. No public official shall have interest in this Contract, in accordance with Texas Local Government Code Annotated Title 5, Subtitle C, Chapter 171.

The Respondent affirms that the only person or parties interested in this offer as principals are those named herein, and that this offer is made without collusion with any other person, firm, or corporation.

10. **CONFIDENTIALITY:** All information disclosed by Newton County to successful respondent for the purpose of the work to be performed or information that comes to the attention of the successful respondent during the course of performing such work is to be kept strictly confidential.

11. **MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE RESPONDENTS:** A prospective respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent must meet the following requirements:

- Have adequate financial resources, or the ability to obtain such resources as required;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award

Newton County may request representation and other information sufficient to determine respondent's ability to meet these minimum standards listed above.

**12. REFERENCES:** During an analysis of all responses, Newton County may request Respondent to supply a list of three (3) references to which like services or materials have been supplied by Respondent. If requested, references should include name of firm, address, telephone number and name of representative.

**13. INSURANCE:**

See Professional Services Agreement attached hereto.

**14. SILENCE OF SPECIFICATIONS:** The apparent silence of the specifications contained as a part of this package as to any detail or to the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

**15. INDEMNIFICATION:**

See Professional Services Agreement attached hereto

**16. THIRD PARTY BENEFICIARY CLAUSE:** It is specifically agreed between the parties executing the Contract that it is not intended by any of the provisions of any part of the Contract to create with the public or any member thereof a third-party beneficiary or to authorize anyone not a party to the Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the Contract.

**17. PURCHASE ORDERS REQUIRED:** All orders for materials or work must be authenticated by a purchase order issued by the Newton County Purchasing Department. Invoices not bearing a purchase order number will not be paid.

**18. WAGES:** Contractor shall pay or cause to be paid, without cost or expense to Newton County, all Social Security, Unemployment and Federal Income Withholding Taxes of all employees; and all such employees shall be paid wages and benefits as required by Federal and/or State law. Contracts involving construction work or supply of materials in place shall abide by the provisions of Article 5159d Texas Revised Civil Statutes Annotated.

**19. TERMINATION OF CONTRACT:**

See Professional Services Agreement attached hereto for additional terms.

In the event of breach or default of this Contract, Newton County reserves the right to enforce the performance of this Contract in any manner prescribed by law or deemed to be in the best interest of the County

**20. DELIVERY OF NOTICES:**

See Professional Services Agreement attached hereto.

**21. PAYMENT:** Payment shall be made upon receipt and/or acceptance in accordance with the terms of this Contract by the County of items(s) ordered, and receipt of a valid invoice in accordance with Texas Government Code chapter 2251. Contractor is required to pay subcontractors within ten (10) days.

**22. CONTRACTOR'S LIABILITY:** The Contractor shall be responsible for all damage or injury to property of any character during the execution of the work, resulting from any act, omission, neglect, or misconduct in his manner or method of executing the work, including the Contractor's agents, employees, subcontractors, and any employees or agents of subcontractors, or at any time due to defective work or materials, and said responsibility will not be released until the project shall have been completed and accepted.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non-execution thereof by the Contractor, including the Contractor's agents, employees, subcontractors, and any employees or agents of subcontractors, he shall restore, at his own expense, such property to a condition similar or equal to that existing before such damage or injury



was done, by repairing, rebuilding, or otherwise restoring as he may be directed, or he shall make good such damage or injury in an acceptable manner.

**23. ASSIGNMENT:** -See Professional Services Agreement attached hereto.

**24. GOVERNING LAW:** County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements. See Professional Services Agreement attached hereto for additional terms.

**25. DRAWINGS:**

See Professional Services Agreement attached hereto.

**26. RIGHT TO AUDIT:**

At any time during the term of this Contract and for a period of four (4) years thereafter, the State of Texas, Newton County, and/or other federal, State and local agencies which may have jurisdiction over this contract and/or purchase order, at reasonable times and at its expense reserve the right to audit successful bidder's records and books. If needed for audit, original or independently certified copies of off-site records will be provided to auditors at successful respondent's expense within two (2) weeks of written request.

**27. EXCEPTIONS/SUBSTITUTIONS:** All responses meeting the intent of this RFSQ will be considered for negotiations. Respondents taking exception to the specifications and/or statement of work or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the response referencing the appropriate page of the RFSQ package.

The absence of such a list shall indicate that the respondent has not taken exceptions and the respondent shall be responsible for performing in strict accordance with the specifications and/or statement of work of the RFSQ. Newton County Commissioners' Court reserves the right to accept any and all or none of the exception(s)/substitution(s) deemed to be in the best interest of the County.

**28. PERFORMANCE AND PAYMENT BONDS:** (Public Works Contract or as Required by Commissioner's Court) In the event the total accepted proposal price exceeds \$25,000 the successful respondent must provide to the office of the County Purchasing Director, a payment bond, and if the price exceeds \$100,000 the successful respondent must also provide a performance bond, each in the amount of one hundred percent (100%) of the total contract sum within ten (10) calendar days after receipt of notification of bid/proposal award. Such bonds shall be executed by a corporate surety or corporate sureties in accordance with Article 7.19-1, Vernon's Texas Insurance Code. Such corporate surety/sureties shall be duly authorized and admitted to do business in the State of Texas and licensed in the State of Texas to issue fidelity and surety bonds with a Best Rating of "A" or better and have a bonding capacity adequate for the prescribed amount. Newton County reserves the right to accept or reject any surety company proposed by the respondent. In the event Newton County rejects the proposed surety company, the respondent will be afforded five (5) additional days to submit the required bonds issued by a surety company acceptable to Newton County. (*See Table of Contents.*)

**29. APPLICABLE LAW:**

See Professional Services Agreement attached hereto.

**30. COMPLIANCE WITH APPLICABLE LAWS:**

See Professional Services Agreement attached hereto.

**31. FORCE MAJEURE:** Neither the County nor the successful respondent shall be deemed in violation of this Agreement if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to, acts of God, civil or military authority, acts of public enemy, war riots, rebellions, accidents, fires, explosions, earthquakes, floods, or catastrophic failure of public transportation; provided however, that in the event of strikes or labor disputes, an inability to procure raw materials, equipment, power or supplies, or the enactment of any law, order, proclamation, regulation, ordinance, demand, or other requirement of any governmental agency or intergovernmental body, which prevents, restricts, interferes or delays with the performance of this Contract, the party so affected, upon giving notice to the other party, shall be excused from such performance to the extent of such prevention, restriction, delay or interference, so long as the party so affected shall use reasonable efforts under the circumstance to avoid or remove such causes of nonperformance, and shall continue performance hereunder with the utmost dispatch whenever such causes are removed.

**32. SEVERABILITY:**

See Professional Services Agreement attached hereto, Newton County reserves the right to add or delete like or related items at any time during the term of this Contract. The additions or deletions shall be incorporated into the contract in the form of an addendum. Such addendum is subject to the review and approval of Commissioner's Court and shall be effective only if evidenced in writing by both parties.

**33. AGREEMENT TO NOT BOYCOTT ISRAEL:** By agreeing to this Purchase Order [or if no formal agreement, by providing the good(s) / services(s)] the vendor verifies it does not boycott Israel and will not boycott Israel, as defined by Chapter 2270 of the Texas Government Code, during the term of this contract [during the time necessary to provide the good(s) / services(s)].

**34. PERFORMANCE OF CONTRACT:** Newton County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default of resulting contract award.

**35. VENUE:** See Professional Services Agreement attached hereto.

**36. COUNTYSHIP:** See Professional Services Agreement attached hereto.

# NEWTON COUNTY SPECIAL REQUIREMENTS

## RFSQ#2019-11 ENGINEERING SERVICES FOR 2015, 2016, AND HURRICANE HARVEY DISASTER MITIGATION FUNDING

### RESPONDENT INSTRUCTIONS:

**READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.**

The following requirements and specifications may, where applicable, supersede, in whole or in part, the other requirements contained herein.

#### General

The requirements set forth below are intended to outline the basic operating parameters and procedures required to provide the described goods and/or services to Newton County. It is not the intention to describe every item required. In the performance of this Contract, the successful respondent represents it is familiar with the condition under which Newton County operates and represents that it has the resources, knowledge and skills to properly support the County's needs consistent with these special conditions and the Contract documents.

The County reserves the right to modify this Contract and Specifications/Statement of Work as necessary to develop and maintain a Statement of Work that meets the County's needs. Such modifications, if required, shall be mutually agreed upon and shall be incorporated into this Contract as an addendum. Newton County shall not be responsible for any additional charge that is not stated in this Contract or mutually agreed to prior to such work or service is performed and/or invoiced.

At the time requested to enter into a Professional Services Agreement, the Specifications/Statement of Work provided for that project will be used in developing a project specific Professional Services Agreement.

The qualified respondents will be required to provide pricing structure at the time of issuance of specific projects. The pricing structure shall reflect the full specifications / statement of work as defined by the Professional Services Agreement documents inclusive of all associated costs for insurance, taxes, overhead, profit and bonding, if required and so identified.

Newton County will not provide or allow for parking or travel reimbursements for the respondent's employees. Respondent's offices, administration and/or place of business will not be on Newton County premises and will be the respondent's responsibility. Only those costs established by contract and confirmed by a purchase order will be paid.

It is also understood that any and all persons who provide services under Contract to Newton County, resulting from this RFSQ, shall be and remain employees of the Contractor, not Newton County. It is understood and agreed that the respondent is solely responsible for all services being provided and shall provide adequate insurance to cover against any and all losses incurred by the respondent's employees and or equipment during the course of the Contract.

Respondents may be requested to provide presentations; such presentations may develop into negotiating sessions with the successful respondent as selected by the evaluation committee. If Newton County and respondent are unable to agree to Contract terms and/or Pricing, Newton County reserves the right to terminate Contract negotiations with that respondent and enter into negotiations with another respondent.

No award or acquisition can be made until Commissioners Court approves such action.

Newton County will not be obligated to the respondent for goods and/or services until completion of a signed Contract as approved by Commissioners Court.

Submission of a response implies the respondent's acceptance of the evaluation criteria and respondent recognition that subjective judgments must be made by the evaluating committee.

This RFSQ in no manner obligates Newton County or any of its agencies to the eventual purchase of any goods and/or services described, implied or which may be proposed, until confirmed by a written Contract and purchase order. Progress toward this end is solely at the discretion of Newton County and may be terminated at any time prior to the signing of a Contract.

Newton County will not be liable for any costs incurred by the respondent in preparing a response to this RFSQ. Newton County makes no guarantee that any goods and/or services will be purchased as a result of this RFSQ, and reserves the right to reject any and all responses. All responses and their accompanying documentation will become the property of Newton County. All responses shall be open to negotiation.

All documents will be held by the County and are NOT subject to public view until an award is made. When an award is made, responses are subject to review under the "Public Information Act". To the extent permitted by law, respondents may request in writing non-disclosure of confidential data. Such data shall accompany the response, be readily separable from the response and shall be CLEARLY MARKED "CONFIDENTIAL".

All correspondence relating to this RFSQ, from advertisement to award shall be sent to the Newton County Purchasing Department. All presentations and/or meetings between Newton County and the respondent relating to this RFSQ shall be coordinated by the Newton County Purchasing Department. Deviations from this requirement may cause the cancellation of this RFSQ process and/or disqualification of respondent's proposal.

All information provided to respondent for the purpose of submitting a response in response to this RFSQ is confidential, and is and will remain the property of Newton County and will not be used by respondent for any other purposes.

The respondent is expected to examine all documents, forms, specifications, and all instructions. Failure to do so will be at respondent's risk.

It is understood that Newton County reserves the right to accept or reject any and/or all RFSQs as it shall deem to be in the best interest of Newton County. The award of the contract(s) shall be made to the responsible respondent(s) whose Statement of Qualifications is determined to be the best evaluated response resulting from negotiation, taking into consideration the relative importance of evaluation factors set forth in the Statement of Qualifications.

### **Exceptions**

Respondent Terms & Conditions are subject to the review and approval of Newton County. In the event of conflicting Terms & Conditions, the terms and conditions contained in the solicitation package shall prevail. Respondent must clearly identify any conflict with terms & conditions by denoting them on the same page where the conflicting terms and conditions appear.

### **Public Information Act**

All responses to this solicitation are in their entirety, subject to the Public Information Act. Newton County will respond to open records requests in accordance to law by providing all requested response information unless respondent (offerer) has specifically identified, in the response package, any section or part respondent deems confidential and/or proprietary. Respondent must note and identify such information on the page where such information appears in the same manner as other exceptions.

### **RFSQ Returns**

Respondents must return all completed bids to the Newton County Clerk's Office at the address below **no later than 4:00 p.m.** on the date specified. Late RFSQ's will not be accepted. RFSQ's must be submitted in a sealed envelope and addressed as follows:

#### **MAILING ADDRESS:**

Sandra K. Duckworth  
Newton County Clerk  
P.O. Box 454  
Newton, Texas 75966

#### **PHYSICAL ADDRESS:**

Sandra K. Duckworth  
Newton County Clerk  
115 Court Street  
Newton, Texas 75966

### **Late Offer – Hard Copy Submissions**

Hard Copy proposals received in the office of the County Purchasing Director after submission deadline will be considered void and unacceptable. Newton County is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp in the office of the County Purchasing Director shall be the official time of receipt.

### **Withdrawal of Response**

A response may not be withdrawn or canceled by the respondent without the permission of Newton County for a period of ninety (90) days following the date designated for the receipt of responses, and respondent so agrees upon submittal of their response.

### **Altering Submissions – Hard Copy**

Bids cannot be altered or amended after submission deadline. Any interlineation, alteration, or erasure made before opening time must be initialed by the signer of the bid/offer, guaranteeing authenticity.

### **Terms of Payment**

Terms of payment shall be net thirty (30) days from receipt of acceptable invoice and/or acceptance of conforming goods, whichever is later. However, alternate terms will be considered and may be offered. Invoices for installed equipment, software and/or services will not be paid prior to complete acceptance by Newton County unless otherwise specified. If services and/or the installation of equipment and software are delayed, the County reserves the right (without extra expense or penalty) to delay a portion of the payment until services are performed and/or equipment is installed and functioning properly.

**Invoices**

The invoices shall show 1) name and address of successful respondent, and 2) detailed breakdown of all charges for the services or products delivered stating any applicable period of time; and (3) Newton County Purchase Order number. Invoices shall be based upon actual services rendered and actual hours of performance and/or products delivered.

Invoices shall be mailed directly to:

Newton County Auditor  
P.O. Box 296  
Newton, Texas 75966

**Personnel**

Successful respondent agrees at all times to maintain an adequate staff of experienced and qualified full time employees to ensure efficient performance under this Agreement. No part-time, subcontract, or third party personnel may perform services hereunder without the prior written consent of the Newton County Purchasing Department.

Successful respondent agrees that at all times its employees will perform required services in a professional and workmanlike manner in accordance with good industry practices.

Newton County may, at any time, request the removal and replacement of any of successful respondent's employees and the successful respondent will duly consider such request.

**Contract Obligations**

This offer, submitted documents and any negotiations, when properly accepted by Newton County, shall constitute a Contract equally binding between the successful respondent and Newton County. The selected respondent will be considered as the prime Contractor and shall assume responsibility for the goods and/or services. Failure to meet obligations may result in the cancellation of any Contracts.

The respondent's response may be incorporated into any Contract which results from this RFSQ, therefore, respondents are cautioned not to make claims or statements which they are not prepared to commit to Contractually. Failure by the respondent to meet such claims will result in a requirement that the respondent provide resources necessary to meet submitted claims and/or breach of Contract.

**Contract Award**

Newton County shall make an award to the most qualified respondent(s) meeting specifications and resulting from negotiations.

Newton County retains the option to re-solicit at any time if in its best interest. -

**NEWTON COUNTY  
RESPONDENT'S AFFIRMATION**

**RFSQ#2019-11 ENGINEERING SERVICES FOR 2015, 2016, AND HURRICANE HARVEY  
DISASTER MITIGATION FUNDING**

*This form must be completed, signed, and returned by Bidder/Respondent*

**NOTE: FAILURE TO SIGN AND RETURN THIS FORM WITHIN 10 DAYS OF AWARD NOTIFICATION MAY RESULT IN THE TERMINATION OF ANY RESULTING PURCHASE ORDER OR CONTRACT.**

1. Bidder/Respondent affirms that they are duly authorized to execute this Contract, that this company, corporation, firm, partnership or individual has not prepared this bid/offer in collusion with any other bidder, and that the contents of this bid/offer as to prices, terms or conditions of said bid/offer have not been communicated by the undersigned nor by any employee or Director to any other person engaged in this type of business prior to the official opening of this bid/offer.
2. Bidder/Respondent hereby assigns to purchaser any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.
3. Pursuant to §262.0276 (a) of the Texas Local Government Code and subject to Newton County Court Order No. 36 of October 28, 2003, Bidder/Respondent, hereby affirms that Bidder/Respondent:

*(Please check all that are applicable)*

\_\_\_\_\_ Does not own taxable property in Newton County.

\_\_\_\_\_ Does not owe any ad valorem taxes to Newton County or is not otherwise indebted to Newton County.

\*\*\*\*\*  
If any additional information is required regarding these requirements, please contact The Newton County Auditor PRIOR to execution.  
\*\*\*\*\*

Bidder/Respondent Company Name \_\_\_\_\_

Bidder (Signature) \_\_\_\_\_ Date \_\_\_\_\_

Bidder (Print Name) \_\_\_\_\_ Date \_\_\_\_\_

Position with Company \_\_\_\_\_

Signature of Company Official  
Authorizing the Bid/Offer \_\_\_\_\_ Date \_\_\_\_\_

Company Official  
(Printed Name) \_\_\_\_\_

Official's Position \_\_\_\_\_

**Corporate Vendors Shall Furnish the Following Information:**

Where Incorporated \_\_\_\_\_ Charter Number \_\_\_\_\_

**NEWTON COUNTY RESPONDENT'S  
SDNs/BLOCKED PERSONS AFFIRMATION**

**RFSQ#2019-11 ENGINEERING SERVICES FOR 2015, 2016, AND HURRICANE HARVEY  
DISASTER MITIGATION FUNDING**

*This form must be completed, signed, and returned by Bidder/Respondent*

**NOTE: FAILURE TO SIGN AND RETURN THIS FORM WITHIN 10 DAYS OF AWARD NOTIFICATION MAY RESULT IN THE TERMINATION OF ANY RESULTING PURCHASE ORDER OR CONTRACT.**

1. Pursuant to §2155.077 of the Texas Government Code and subject to Newton County Court Order No19 of August 9, 2005, Bidder/Respondent, hereby affirms that Bidder/Respondent:

*(Please check all that are applicable)*

\_\_\_\_\_ Is not excluded from doing business at the federal level.

\_\_\_\_\_ Is not listed as Specially Designated Nationals (SDN)s/Blocked Persons (individuals and companies owned or controlled by or acting for or on behalf of targeted Countries; or individuals, groups and entities, such as terrorists and narcotics traffickers designated under programs that are not country-specific).

2. Newton County may not make procurement transactions with SDNs/Blocked Persons.

\*\*\*\*\*

If any additional information is required regarding these requirements, please contact The Newton County Purchasing Department PRIOR to execution.

\*\*\*\*\*

Bidder/Respondent Company Name \_\_\_\_\_

Bidder (Signature) \_\_\_\_\_ Date \_\_\_\_\_

Bidder (Print Name) \_\_\_\_\_ Date \_\_\_\_\_

Position with Company \_\_\_\_\_

Signature of Company Official  
Authorizing the Bid/Offer \_\_\_\_\_ Date \_\_\_\_\_

Company Official  
(Printed Name) \_\_\_\_\_

Official's Position \_\_\_\_\_

**Corporate Vendors Shall Furnish the Following Information:**

Where Incorporated \_\_\_\_\_ Charter Number \_\_\_\_\_

**Title VI and Related  
Statues Nondiscrimination Statement**

Newton County, as a recipient of Federal financial assistance and under Title VI of the Civil Rights Act of 1964 and related statutes, ensures that no person shall on the grounds or race, religion (where the primary objective of the financial assistance is to provide employment per 42 U.S.S. § 2000d-3), color, national origin, sex, age or disability be excluded from participation in, be denied the benefits of; or otherwise be subjected to discrimination under any Department programs or activities.

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Kenneth Weeks  
COUNTY JUDGE

**Título VI y Estatutos Relacionados  
Declaration de No Discriminacion**

Newton County, como beneficiario de la asistencia financiera federal y según el Título VI de la Ley de Derechos Civiles de 1964 y estatutos relacionados, asegura que ninguna persona será excluida por motivos de raza, religión (donde el objetivo principal de la ayuda financiera es proporcionar empleo por 42 U.S.S. § 2000d-3), color, origen nacional, sexo, edad o discapacidad, excluida de participde participacion en, o negado los beneficios, ni será sujeto a discriminación bajo ningún programa o las actividades del Departamento.

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Kenneth Weeks  
COUNTY JUDGE





# FIRM QUALIFICATIONS

## FIRM LITIGATION, CLAIMS, REPUTATION & COMPLIANCE

I. Please answer the following questions

a. Has your firm ever defaulted, been declared to be in default, or failed to complete any work awarded?

yes

no

If yes, stipulate where and why: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

b. Has your firm ever paid (or had withheld from payment) liquidated damages for failure to complete a contract on time?

yes

no

If yes, stipulate where and why: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

c. Has your organization ever been charged with or paid a fine for non-compliance of State and/or Federal statutes or regulations?

yes

no

If yes, stipulate where and why: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

II. List pending claims and/or litigation against or involving project owners at time of submitting Proposal. Show project name, owner and summary explanation.

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# FIRM QUALIFICATIONS

## SUBCONTRACTOR/SUBCONSULTANT LIST

The Respondent shall provide a list of subcontractors / subconsultants your firm intends to contract with for services for each trade included in your offer. Include the current name, address and telephone number of subcontractors.

**SUBCONTRACTOR/CONSULTANT**

**TRADE**

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**Insert Conflict of Interest Questionnaire Here**

Insert Form 1295 Here

**Chapter 46. Disclosure of Interested Parties**  
**(effective December 24, 2015)**  
**Text of Adopted Rule**

The adopted new language is indicated by underlined text.

**Chapter 46. DISCLOSURE OF INTERESTED PARTIES**

§46.1. Application

(a) This chapter applies to section 2252.908 of the Government Code.

(b) Section 2252.908 of the Government Code applies only to a contract of a governmental entity or state agency entered into after December 31, 2015, that meets either of the following conditions:

(1) The contract requires an action or vote by the governing body of the entity or agency; or

(2) The value of the contract is at least \$1 million.

(c) A contract does not require an action or vote by the governing body of a governmental entity or state agency if:

(1) The governing body has legal authority to delegate to its staff the authority to execute the contract;

(2) The governing body has delegated to its staff the authority to execute the contract; and

(3) The governing body does not participate in the selection of the business entity with which the contract is entered into.

§46.3. Definitions

(a) "Contract" includes an amended, extended, or renewed contract.

(b) "Business entity" includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for-profit or nonprofit entity. The term does not include a governmental entity or state agency.

(c) "Controlling interest" means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers.

(d) "Interested party" means: (1) a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts; or (2) a person who actively participates in facilitating a contract or negotiating the terms of a contract with a governmental entity or state agency, including a broker, intermediary, adviser, or attorney for the business entity.

(e) "Intermediary," for purposes of this rule, means a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:

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(1) receives compensation from the business entity for the person's participation;

(2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and

(3) is not an employee of the business entity.

§46.5. Disclosure of Interested Parties Form

(a) A disclosure of interested parties form required by section 2252.908 of the Government Code must be filed on an electronic form prescribed by the commission that contains the following:

(1) The name of the business entity filling the form and the city, state, and country of the business entity's place of business;

(2) The name of the governmental entity or state agency that is a party to the contract for which the form is being filed;

(3) The name of each interested party and the city, state, and country of the place of business of each interested party;

(4) The identification number used by the governmental entity or state agency to track or identify the contract for which the form is being filed and a short description of the goods or services used by the governmental entity or state agency provided under the contract; and

(5) An indication of whether each interested party has a controlling interest in the business entity, is an intermediary in the contract for which the disclosure is being filed, or both.

(b) The certification of filing and the completed disclosure of interested parties form generated by the commission's electronic filing application must be printed, signed by an authorized agent of the contracting business entity, and submitted to the governmental entity or state agency that is the party to the contract for which the form is being filed

(c) A governmental entity or state agency that receives a completed disclosure of interested parties form and certification of filing shall notify the commission, in an electronic format prescribed by the commission, of the receipt of those documents not later than the 30th day after the date the contract for which the form was filed binds all parties to the contract.

(d) The commission shall make each disclosure of interested parties form filed with the commission under section 2252.908(f) of the Government Code available to the public on the commission's Internet website not later than the seventh business day after the date the commission receives the notice required under subsection (c) of this section.



House Bill 89 VERIFICATION

We, \_\_\_\_\_ (Company name), verify that we do not boycott Israel and will not boycott Israel during the term of this contract under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

*Pursuant to Section 2270.001, Texas Government Code:*

1. *“Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *“Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF COMPANY REPRESENTATIVE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
TITLE

Certification Regarding Lobbying

The undersigned certifies, to the best of his or her knowledge and belief, that:

(a) 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.

(b) 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.

(c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

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 Contractor's Authorized Official

\_\_\_\_\_  
Printed Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

Approved by OMB

0348-0046

**Disclosure of Lobbying Activities**

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

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

**NON-COLLUSION  
AFFIDAVIT**

THE STATE OF TEXAS

OWNER \_\_\_\_\_

Before me, the undersigned authority, on this day personally appeared \_\_\_\_\_  
who being by me duly sworn upon oath says: that he is duly qualified and authorized to make this affidavit for and on behalf of  
\_\_\_\_\_ ("Contractor"), of and is fully cognizant of the fact herein set out: that Contractor  
has not, either directly or indirectly, entered into any agreement with OWNER in any collusion: or otherwise taken any action in  
restraint of free competitive bidding in connection with the contract for the above referenced project.

\_\_\_\_\_  
Name Title

SWORN TO AND SUBSCRIBED BEFORE ME by the said \_\_\_\_\_, this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_\_, to certify which witness my hand and seal of office.

\_\_\_\_\_  
NOTARY PUBLIC in and for  
State of \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**NEWTON COUNTY  
RETURN LABEL**

**\*\*\*\*\*LATE RESPONSES CANNOT BE ACCEPTED\*\*\*\*\***

**USE THIS LABEL WHEN SUBMITTING YOUR RESPONSE**

<b><u>SEALED REQUEST FOR STATEMENT OF QUALIFICATIONS</u></b>	
<b>RFSQ#:</b>	2019-11
<b>DUE DATE:</b>	MONDAY, DECEMBER 16, 2019
<b>DUE TIME:</b>	4:30 p.m. C.S.T.
<b>RFSQ DESCRIPTION:</b>	<b>RFSQ#2019-11 ENGINEERING SERVICES FOR 2015, 2016, AND HURRICANE HARVEY DISASTER MITIGATION FUNDING</b>
<b>RETURN OFFER TO:</b>	<b>PHYSICAL ADDRESS: SANDRA K. DUCKWORTH NEWTON COUNTY CLERK 115 COURT STREET NEWTON, TEXAS 75966</b>

***DATED MATERIAL – DELIVER IMMEDIATELY***

**PLEASE CUT OUT AND AFFIX THE RFSQ LABEL ABOVE TO THE OUTER MOST ENVELOPE OF YOUR RESPONSE TO HELP ENSURE PROPER DELIVERY!**

**\*\*VENDOR MUST RETURN ONE (1) ORIGINAL COMPLETE HARD COPY OF THE PROPOSAL DOCUMENT AND FOUR (4) COMPLETE COPIES OF THE RFSQ DOCUMENTS.**