

**Legal Notice**  
**Request for Qualifications Professional Environmental Abatement Services**  
**Related to the Renovation of the Port Arthur News Building**  
December 2, 2018

Dear Firms:

The City of Port Arthur Section 4A Economic Development Corporation (the “Corporation”) is soliciting statements of qualifications from professional qualified environmental abatement firms to assist the Corporation with abatement services related to the renovation of approximately 43,000 square foot building in downtown Port Arthur called the Center of Community and Business Development (CCBD) that will house a business incubator, an emergency operations center, and a culinary arts school. Firms should have experience with state and federally funded programs.

All interested individuals and firms shall obtain a “Request for Qualifications” packet from the Corporation web site at [www.paedc.org](http://www.paedc.org) or request a copy via email to [fbatiste@paedc.org](mailto:fbatiste@paedc.org).

All responses shall be submitted with an original and three (3) copies of their proposal to the address shown below. The Corporation does not accept proposals submitted electronically. Late proposals will be rejected as non-responsive. Proposals will be publicly opened and only the names of responding firms will be read aloud by the Corporation at the time and date below. Proposers are invited to attend the sealed proposal opening.

**All responses shall be submitted to the Corporation in a sealed envelope marked:**

<b>Request NAME:</b>	<b>Professional Environmental Abatement Services Related to the Renovation of the Port Arthur News Building</b>
<b>DUE DATE/TIME</b>	<b>5:00 PM, Friday, December 14, 2018</b>
<b>MAIL OR DELIVER TO:</b>	<b>City of Port Arthur Section 4A Economic Development Corporation, 501 Procter Street, Suite 100, Port Arthur, Texas 77640</b>

Any questions relating to these requirements should be directed to [Fbatiste@paedc.org](mailto:Fbatiste@paedc.org).

Sincerely,

City of Port Arthur Section 4A Economic Development Corporation

## PROFESSIONAL ENVIRONMENTAL ABATEMENT SERVICES

### FOR CITY OF PORT ARTHUR SECTION 4A ECONOMIC DEVELOPMENT CORPORATION

#### 1. SCOPE OF WORK

City of Port Arthur Section 4A Economic Development Corporation (the “Corporation”) is an economic development corporation operating under Chapter 501 and 504 of the Local Government Code.

The Corporation is requesting statements of qualifications and experience from all interested environmental abatement firms, desiring to provide consultant services to the Corporation. Firms are encouraged to submit statements of qualifications and experience to the Corporation to be used on the renovation of approximately 43,000 square foot building in downtown Port Arthur called the Center of Community and Business Development (CCBD) that will house a business incubator, an emergency operations center, and a culinary arts school. The project components include asbestos abatement, lead based paint abatement and mitigation of various chemicals in containers and floors related to the renovation of the building which includes remediation work to meet regulatory requirements. The services may include any of the following:

- a. **ASBESTOS ABATEMENT:** Provide evidence that the identified asbestos containing materials (ACMs) that will be disturbed and are required to be removed prior to renovations or demolition of the building have been successfully abated and disposed of (if disposed) in accordance with applicable regulations. Removal, disturbance, or in place mitigation of any ACMs must be performed by a Department of State Health Services (DSHS) licensed abatement contractor in compliance with the Texas Asbestos Health Protection Rules (TAHPR). A DSHS-licensed contractor is required to monitor asbestos removal or disturbance of ACMs. The abatement contractor is required to notify the DSHS prior to any asbestos abatement activity.
- b. **LEAD BASED PAINT ABATEMENT:** Provide evidence the Lead Based Paints (LBPs) associated with the interior and exterior of the building of the renovation project have been successfully mitigated to address worker protection and waste disposal methods. Interim controls for LBPs should be implemented in such a manner that they: (1) effectively protect workers in the areas of demolition and (2) comply with regulatory disposal requirements. The removal of LBPs must be performed by a Department of State Health Services (DSHS) licensed lead abatement professional in accordance with the Texas Environmental Lead Reduction Rules (TELRR). A DSHS-licensed professional is required to monitor the LBP removal activities. The abatement contractor is required to notify the DSHS prior to any asbestos abatement activity.
- c. **MITIGATION OF VARIOUS CHEMICALS IN CONTAINERS AND FLOORS:** Provide evidence satisfactory to EDA that various chemicals identified in the Environmental Assessment Report (ESA-May 8, 2018) was mitigated per the recommendations of the report. Prior to commencement of building renovation, contents of the drums, tanks, totes, and other miscellaneous containers within the building will be characterized and then disposed of. When initial debris-removal is complete, the area of floor of the stained concrete must be completely washed and the wash-water retained for characterization prior to disposal. If the building is to be gutted and reused, then further evaluation of the stained concrete is required to determine if there is residual contamination that would continue exposure to the building’s future inhabitants. If the building is to be razed, then sampling may be evaluated for disposal as construction debris or if it will require special handling.

#### 2. Statement of Qualifications

The Corporation is seeking to contract with a competent abatement firm, registered and in good standing that has experience in the following areas:

- a. Remediation and retrofitting of a commercial building, renovation and site work;
- b. Federally-funded construction projects; and
- c. Projects located in this general region of the state

Firms should also address the following topics within their response:

- a. Work Experience
- b. Firms ability to perform the specific proposed task by providing information regarding firm size and personnel to be put on this project
- c. Technical expertise
- d. Ability to meet schedules
- e. Proximity to the area of the proposed work
- f. Familiarity with the area of the proposed work
- g. References – list of past/current clients

As such, please provide within your proposal a list of past local government clients, as well as resumes of all environmental abatement firms that will or may be assigned to this project if you receive an environmental abatement services contract award.

Please provide a copy of your current certificate of insurance for professional liability. Upon award, firm must provide a certificate of insurance that meets/exceeds insurance requirements as written on Page 4 (Section 3. Insurance Requirements) of these specifications.

### 3. Evaluation Criteria

The proposals received will be evaluated and ranked according to the following criteria:

<u>Criteria</u>	<u>Maximum Points</u>
Experience of Project Team	25
Qualification of Principals and Project Team	25
Anticipated capacity of indented team to complete in a timely manner	15
Local Abatement Firm	10
Experience with asbestos and lead based paint abatement	10
Experience with renovating structures	10
References	5
<b>Total</b>	<b>100</b>

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

For costs of professional environmental abatement services that will exceed \$50,000, negotiations, including profit as a percentage of the price of the contract, must occur after the initial selection of the architect as price cannot be used as a selection factor. (See 2 CFR 200.320(d)(5) and Texas Government Code § 2254.004) Upon the initial selection of the Respondent based on its demonstrated competence and qualifications to perform such services, the Respondent must disclose and certify the percentage of profit as a separate element of the price of the contract during its negotiations with the Corporation as Grant Recipient to determine fair and reasonable compensation.

### 4. Deadline for Submission

Statements of Qualification must be received no later than 5:00 PM, Friday, December 14, 2018.

Responses are to be sealed and addressed to the Corporation title included on the outside of the envelope or box.

One original and three (3) hard copies, of the qualifications statements shall be mailed or delivered to:

**City of Port Arthur Section 4A Economic Development Corporation  
Attention: Floyd Batiste  
501 Procter, Suite 100  
Port Arthur, Texas 77640**

Respondent is responsible for including within their response to this RFQ, (1) one original qualifications statement to include a completed copy of this specifications packet in its entirety and (3) Three hard copies to include at a minimum all pages requiring completion and/or marked with instructions to be returned with response and any other documentation requested within these specifications.

The Corporation will not accept any submissions received after the stated time and date, and shall return such submissions unopened to the Proposer.

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

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

#### **Submissions During Time of Inclement Weather, Disaster, or Emergency**

In case of inclement weather or any other unforeseen event causing the Corporation to close for business on the date of a bid/proposal/statement of qualifications submission deadline, the bid closing will automatically be postponed until the next business day that Corporation offices are open to the public. Should inclement weather conditions or any other unforeseen event cause delays in courier service operations, the Corporation may issue an addendum to all known interested parties in the proposal to extend the deadline. It will be the responsibility of the Proposer to notify the Corporation of their interest should these conditions impact the ability to submit a statement of qualifications submission before the stated deadline. The Corporation reserves the right to make the final judgement call to extend any deadline.

Should an emergency or unanticipated event interrupt normal Corporation processes, and statement of qualifications submissions cannot be received by the Corporation by the exact time specified in the RFQ and urgent Corporation requirements preclude amendment to the RFQ, the time specified for receipt of qualifications will be deemed to be extended to the same time of day specified in the solicitation on the first business day on which normal Corporation processes resume.

#### 5. Laws and Regulations

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

#### 6. General Insurance Requirements

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

7. Worker's Compensation Limits:

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

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

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

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

Certificates shall document reasonable cancellation provisions approved solely by the Corporation to protect the interests of the Corporation.

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

Certificates of Insurance shall be submitted to the following for approval and further handling:

City of Port Arthur Section 4A Economic Development Corporation  
 Attention: Floyd Batiste  
 501 Procter Street, Suite 100, Port Arthur, Texas 77640  
 E-mail: fbatiste@paedc.org Phone: (409) 963-0579

8. Additional Information

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

9. Terms and Conditions

- a. The Corporation reserves the right to request clarification of information submitted and to request additional information of one or more Proposers.

- b. Any agreement or contract resulting from this RFQ shall be as approved by the Corporation and shall contain, at minimum, applicable provisions of this document. The Corporation reserves the right to reject any agreement that does not conform to this document and any Corporation requirements and contracts.
- c. The Environmental Abatement Firm shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the Corporation.
- d. No reports, information, or data given to or prepared by the Proposer under contract shall be made available to any individual or organization by the Proposer without the prior written approval of the Corporation.

e. **Vendor Registration: SAM (System for Award Management).**

Vendors doing business with the Corporation are **required** to be registered with The System for Award Management (SAM), with an “active” status. The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site.

Entities may register at no cost directly from the SAM website at: <https://www.sam.gov>

**[Respondents are strongly encouraged to review their firm’s SAM \(System for Award Management\) status prior to Qualifications Submission.](#)**

**f. State Required Affidavits/Certifications**

**(i) Awarded Firm(s): Submission of FORM 1295 (Texas Ethics Commission)**

As of January 1, 2016, per House Bill 1295, the Texas Ethics Commission (TEC) requires **all awarded vendors\*** to complete a Certificate of Interested Parties (FORM 1295) at time of notification of award. **Awarded Proposers** (for contracts under this RFQ) must visit the TEC website link below, enter the required information on Form 1295, and print a copy of the completed form. The form will include a certification of filing that will contain a unique certification number.

**At the time of award, the Corporation will submit a request to the Awarded Proposer (for a contract under this RFQ) to both:**

1. Submit FORM 1295 online via the Texas Ethics Commission website link below.
2. Submit a printed copy of FORM 1295, signed by an Authorized Agent of the Awarded Proposer and notarized to the Corporation.

\*Form 1295 is not required for the following contracts if entered into or amended on or after January 1, 2018: (1) a sponsored research contract of an institution of higher education; (2) an interagency contract of a state agency or an institution of higher education; (3) a contract related to health and human services if: 1. (a) the value of the contract cannot be determined at the time the contract is executed; and 2. (b) any qualified vendor is eligible for the contract; (4) a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity; (5) a contract with an electric utility, as that term is defined in Section 31.002, Utilities Code, or (6) a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code.

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

**(ii) Senate Bill 252**

**(ii) House Bill 89**

**g. Minority-Women Business Enterprise Participation**

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

**10. FEDERAL PROVISIONS**

**IF APPLICABLE TO THE WORK AND SERVICES BEING PERFORMED BY PROPOSER UNDER THE AGREEMENT BETWEEN PROPOSER AND CORPORATION, THE FOLLOWING PROVISIONS ARE ADOPTED AND FORM PART OF ANY SUCH AGREEMENT (CONTRACTOR IN THE FOLLOWING CLAUSES IS DENOMINATED AS THE PROPOSER OF THE SERVICES):**

- a. Damages, 2 CFR §200.326 Appendix II to Part 200 (A)

- i. All work to be performed under this AGREEMENT shall be timely commenced. A breach of this AGREEMENT by Contractor would cause substantial delay in the completion of the required services affecting the safety and welfare of the public.
  - ii. In the event of Contractor's breach of its performance obligations, Corporation shall have all rights and remedies against Contractor as provided by law.
- b. Termination of Rights, 2 CFR §200.326 Appendix II to Part 200(B)

Termination for Convenience: Whenever the interests of the Corporation so require, Corporation may terminate the parties' Agreement, in whole or in part, for the convenience of the Corporation. Corporation shall give Contractor thirty (30) days prior written notice of termination specifying the portions of the Agreement to be terminated and when such termination will become effective. If only portions of the parties' agreement are terminated, Contractor has the right to withdraw from the parties' Agreement, without adverse action or claims. In the event of a termination for convenience by Corporation, Contractor shall be entitled to payment for all work and services performed by it up to the effective date of such termination.

Termination for Cause: The Corporation may, by written notice of default to Contractor, terminate the parties' Agreement, in whole or in part, if the Contractor fails to satisfactorily perform any provisions of the parties' agreement after a period of ten (10) following Contractor's receipt of a Notice of Deficiency provided by Corporation.

- c. Equal Employment Opportunity Clause (2 CFR §200.326 Appendix II to Part 200 (C))

If applicable to the work and services performed by CONTRACTOR under the AGREEMENT, during the performance of the AGREEMENT, CONTRACTOR shall comply with the Equal Employment Opportunity Clause (41 CFR 60-1.4(b)):

- i. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. AGREEMENTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- ii. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- iii. CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- iv. 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.
- v. CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of



Labor for purpose of investigation to ascertain compliance with such rules, regulations, and orders.

- vi. In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clauses of this AGREEMENT or with any of the said rules, regulations or orders, this AGREEMENT may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
  - vii. CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of subparagraphs 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or contractor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or contractor as a result of such direction by the administering agency the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.
- d. Davis Bacon and Copeland "Anti-Kickback" Act, 29 CFR §200.326 Appen. II to Part 200 (D)

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

- i. Bacon-Davis Act: Applicable to construction or repair of public buildings or public works. see FEMA Public Assistance Program and Policy Guide, Ch.2(V)(G)(2), page 32 (FP 104-009-2/January 2016);
- ii. Copeland "Anti-Kickback" Act: In contracts subject to the Davis-Bacon Act, CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. §3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that the contractor and subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The GOVERNMENT must report all suspected or reported violations to the appropriate Federal agency.

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

- i. CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this AGREEMENT.
- ii. CONTRACTOR or subcontractor shall insert in any subcontract the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The

CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontract with all of these contract clauses.

- iii. A breach of the AGREEMENT clause above may be grounds for termination of the AGREEMENT, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.
- e. Contract Hours and Safety Standards Act, 2 CFR §200.326 Appendix II to Part 200 (E) (40 U.S.C. 3701-3708)

Contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor and its subcontractors shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

- i. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- ii. Violation: liability for unpaid wages: liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the Corporation of Columbia or a territory, to such Corporation or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.
- iii. Withholding for unpaid wages and liquidated damages. The GOVERNMENT shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work.

Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.

- iv. The contractor and subcontractor shall insert in any subcontract the clauses set forth in paragraphs (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.
- f. Rights to Inventions Made Under A Contract or Agreement, 2 CFR §200.326 Appendix II to Part 200 (F)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT and if the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the GOVERNMENT wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the GOVERNMENT must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business."

- g. Clean Air Act and Federal Pollution Control ACT, 2 CFR §200.326 Appendix II to Part 200 (G)

CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). CONTRACTOR shall include the foregoing requirements in each subcontract exceeding \$100,000.

- h. Energy Efficiency and Conservation, 2 CFR §200.326 Appendix II to Part 200 (H)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT, CONTRACTOR shall comply with the mandatory standards and policies of the state regulation promulgated in accordance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

- i. Debarment and Suspension, 2 CFR §200.326 Appendix II to Part 200 (I)

i. This AGREEMENT is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the CONTRACTOR is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

ii. 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.

iii. This certification is a material representation of fact relied upon by GOVERNMENT. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to GOVERNMENT, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

iv. The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C AGREEMENT is valid and throughout the period of performance. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

- j. Byrd Anti-Lobbying Act 2 CFR §200.326 Appendix II to Part 200 (J)

CONTRACTOR must file with the GOVERNMENT the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award

covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. If not provided with the bid response, CONTRACTOR must complete and submit the Certification Regarding Lobbying Form.

- k. Procurement of Received Materials, 2 CFR §200.326 Appendix II to Part 200 (K) and 2 CFR §200.322)
  - i. 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-
    1. Competitively within a timeframe providing for compliance with the contract performance schedule;
    2. Meeting contract performance requirements; or
    3. At a reasonable price.
  - ii. Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products/htm>.
- l. Agreements With Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms(2 CFR §200.321)

Should the CONTRACTOR subcontract any of the work under this AGREEMENT, CONTRACTOR shall take the following affirmative steps: place qualified small and minority businesses and women's business enterprises on solicitation lists; assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

## Vendor Reference

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Please list at least three governmental agencies (preferably local government units) where the same or similar products and/or services as contained in this request for qualifications were recently provided.

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

<b>REFERENCE ONE</b>	
Government/Entity Name:	
Address:	
Contact Person and Title:	
Phone:	Fax:
Email Address:	
Contract Period:	Scope of Work:

<b>REFERENCE TWO</b>	
Government/Entity Name:	
Address:	
Contact Person and Title:	
Phone:	Fax:
Email Address:	
Contract Period:	Scope of Work:

<b>REFERENCE THREE</b>	
Government/Entity Name:	
Address:	
Contact Person and Title:	
Phone:	Fax:
Email Address:	
Contract Period:	Scope of Work:

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

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

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

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

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

## Respondent's Certification

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

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

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

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

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

BY:

Sworn to and subscribed before me  
this \_\_\_\_\_ day of  
\_\_\_\_\_, 2018

\_\_\_\_\_  
SIGNATURE

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

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

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

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

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

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

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

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