

**REQUEST FOR PROPOSALS FOR DISASTER DEBRIS RECOVERY SERVICES
RFP No. 052319**

**Issued By: City of Donalsonville, Georgia
Proposals Due: May 29, 2019 at 2:00 P.M. (sealed bid)
Project To Be Completed by: June 10, 2019**

City of Donalsonville, Georgia (hereafter "Donalsonville") desires to obtain the services of one or more qualified and experienced disaster debris removal contractors that can provide services to remove, and lawfully dispose of disaster generated C&D debris from Donalsonville's C&D TDMS location required as a result of Hurricane Michael (FEMA DR-4406). The contractor shall provide personnel, equipment, plans, procedures, and other materials and capabilities necessary to perform debris removal operations. Proposers are to have experience in removing, and lawfully disposing of disaster generated C&D debris. Proposals shall document the Respondent's familiarity with and history of compliance with the current FEMA, federal, state, and local guidelines and regulations as they relate to disaster generated debris. The full Scope of Services is described more fully in Section III of this RFP.

Please note that this project is time sensitive due to other unforeseen circumstances relating to other contractual obligations of Donalsonville. All work shall be completed by June 10, 2019.

Federal Emergency Management Agency (FEMA) financial assistance will be used to fund the resulting contract. All work will be completed in compliance with FEMA's rules and guidance, as well as Federal laws, regulations, executive orders, and the federal cost principles at 2 C.F.R. Part 200.

Table of Contents

I RFP TIMETABLE 2

II INSTRUCTIONS TO PROPOSERS 3

 A. The Proposal 3

 B. Registration 3

 C. Communications 3

 D. Proposal Submission 4

 E. Changes to the Proposal 5

 F. Proposal Reservations..... 5

 G. Pre-Proposal Conference 5

 H. Acceptance of Proposals..... 6

 I. Award of Contract..... 6

III SCOPE OF WORK 6

IV REQUIRED CONTRACT PROVISIONS..... 8

V HISTORICALLY UNDERUTILIZED BUSINESSES (HUB) 8

VI CONTRACT ADMINISTRATOR..... 9

VII PROPOSAL FORMAT REQUIREMENTS..... 9

VIII EVALUATION 10

 A. Minimum Requirements of Proposer 10

 B. Criteria for Evaluation and Award 10

 C. Selection Process 11

EXHIBIT A: REGISTRATION FORM..... 11

EXHIBIT B: FEE SCHEDULE 13

EXHIBIT C: FEE SCHEDULE – EQUIPMENT AND LABOR RATES.....**Error! Bookmark not defined.**

EXHIBIT D: SIMILAR PROJECTS FORM 14

EXHIBIT E: REFERENCES..... 17

EXHIBIT F: CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS..... 18

EXHIBIT G: CERTIFICATION REGARDING LOBBYING FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS..... 20

EXHIBIT H: CONFLICT/NON-CONFLICT OF INTEREST STATEMENT..... 21

I RFP TIMETABLE

The anticipated schedule for this RFP and contract approval is as follows:

Registration Forms Due	May 24, 2019 – 5 p.m.
Questions from Potential Respondents Due	May 28, 2019 – 12 p.m.
Issue Addendum (if necessary)*	May 28, 2019 – 5 p.m.
Proposal Due Date and Time	May 29, 2019 – 2 p.m.
Proposal Opening*	May 29, 2019 – 2 p.m.
Contract Award*	On or before May 31, 2019

*These dates and times are subject to change in Donalsonville’s sole discretion.

II INSTRUCTIONS TO PROPOSERS

A. The Proposal

Proposals must be submitted in the format outlined in this RFP and should be a complete response to this RFP. This proposal format is mandatory. The proposal must be typed or written in ink, and must be signed in ink by an officer authorized to make a binding commitment for the company making the proposal. Signatures are required where indicated; failure to do so may be cause for rejection of a proposal. All cost and price information submitted by the Proposer will remain irrevocable for a period of 120 days from the date of submittal.

B. Registration

Each Respondent seeking to submit a proposal is requested to register with Donalsonville in order to receive any addenda to this RFP. Please complete the Registration Form attached as Exhibit A and mail, fax, or e-mail to shicks@donalsonvillega.org at the address noted below on or before **2:00 PM, May 29, 2019**. It is the responsibility of each Respondent to ensure that it receives all addenda. Donalsonville shall have no responsibility to provide any addenda issued under this RFP to any Respondent; however, it will use its best efforts to provide issued addenda to those Respondents registered for this RFP.

Steven W. Hicks
Donalsonville, Georgia
127 E 2nd Street
Donalsonville, GA 39845
Telephone: (229) 524-2118
E-mail: shicks@donalsonvillega.org

C. Communications

All communications (as opposed to proposals) regarding this project, including any questions related to this Request for Proposal, shall be submitted to Steve Hicks, by **12 p.m. on May 28, 2019**, to:

Steven W. Hicks
Donalsonville, Georgia
127 E 2nd Street
Donalsonville, GA 39845
Telephone: (229) 524-2118
E-mail: shicks@donalsonvillega.org

A. Proposal Submission

Respondent must submit one (1) original and three (3) complete copies of its proposal in an 8 ½” by 11” format. Proposals must be submitted by hand delivery or mail to the address indicated below. Proposals by telephone, e-mail, or facsimile shall be rejected as non-responsive regardless of when they are received. It is the sole responsibility of the Respondent to ensure that its proposal arrives within the given timeframe. Proposals received after the specified time and date shall be returned unopened. The decision to refuse to consider a proposal that was received beyond the date/time established in the solicitation shall not be the basis for a protest. Donalsonville will not be responsible for deliveries made to any place other than the specified address or for any associated delivery delays.

Proposals must be submitted to Steve W. Hicks at the address below by **2 p.m., May 29, 2019**:

City of Donalsonville
Attn: Steven W. Hicks
127 E 2nd Street
Donalsonville, GA 39845

All proposals must be submitted in a sealed envelope marked with the following information:

Proposal for Disaster Debris Removal Services – RFP No. 052319
Donalsonville, Georgia
[Respondent’s Name]
[Respondent’s Address]

A public proposal opening will then be held in the Board Meeting Room at the City of Donalsonville City Hall at the address below, on **May 29, 2019 at 2 p.m.**

City of Donalsonville
127 E 2nd Street
Donalsonville, GA 39845

Any cost incurred to respond to this RFP, including but not limited to, costs with travel, accommodations, interviews or presentation of proposals, are the sole responsibility of the Respondent. Donalsonville assumes no responsibility for any such costs incurred by the Respondent. The Respondent also agrees that Donalsonville bears no responsibility for any costs associated with any administrative or judicial proceedings resulting from the solicitation process.

D. Changes to the Proposal

Changes to a Respondent's proposal may be made at any time prior to the proposal due date and time and submitted in the same manner as described in Section II.D., above, except that the envelope containing the modified proposal must also be marked "Modification to Proposal." To conserve paper, where a modification is limited to part of a proposal, the Respondent may submit only those pages containing the modification with clear instructions as to which pages should be replaced, removed from, or added to the submitted proposal.

E. Proposal Reservations

To the extent allowed by the applicable state and federal laws, Donalsonville, reserves the right to reject any proposal that is nonconforming, nonresponsive, unbalanced, or conditional. A proposal may be considered nonconforming if it shows serious omissions, alterations in form, additions not called for, conditions, or unauthorized alterations or irregularities of any kind.

Donalsonville reserves the right to request clarification of information submitted and to request additional information of any Respondent. Any such request should not be construed by a Respondent as an indication of selection to provide proposed services.

Donalsonville also reserves the right to reject any proposal if Donalsonville believes the Proposer is unqualified or of doubtful financial ability. The proposal may also be rejected if the Proposer fails to meet any other pertinent standard or criteria established by Donalsonville.

F. Pre-Proposal Conference

If Donalsonville determines a Pre-Proposal Conference is warranted, it will notify Respondents by issuing an addendum to this RFP indicating the time, date, location, and telephone conference information. All Respondents are required to attend the Pre-Proposal Conference by conference call or in person.

G. Acceptance of Proposals

Donalsonville intends to award a contract to the Respondent submitting the proposal that best satisfies the needs of Donalsonville. All proposals received by the closing deadline will be carefully evaluated for conformance with the requirements of this RFP. Selection of a firm will be based upon both technical factors and price. City reserves the right to conduct negotiations with responsible Respondents. This does not commit Donalsonville to award a contract. Donalsonville may award a contract solely on the basis of the proposal submitted without any negotiations.

Contents of the proposal may become contractual obligations if a contract ensues. Failure of the Respondent to honor these obligations may result in cancellation of the award.

H. Award of Contract

In the event Donalsonville decides to award a contract pursuant to this RFP, Donalsonville will provide a properly prepared Independent Contractor Agreement to the successful Respondent. In the event that the agreement is not approved and returned by the successful Proposer within 10 days, the Respondent may require that it be released from contract obligation. The foregoing action by Donalsonville or the Respondent shall in no way provide any cause whatsoever for a claim against Donalsonville by the Respondent. As discussed in Section VIII.C, below, Donalsonville intends to award a contract to the Respondents whose proposal is, in the sole discretion of Donalsonville, most advantageous to Donalsonville, price and other factors considered. Donalsonville reserves the right to award a contract to other than the lowest priced Respondent.

III SCOPE OF WORK

Donalsonville is requesting proposals from experienced and qualified firms to enter into contract(s) for the following services: disaster recovery services including, but not limited to, C&D debris removal and disposal of debris result from Hurricane Michael as directed by Donalsonville in order to eliminate immediate threats to public health and safety. Debris will be disposed of at the Decatur County, Georgia landfill located 38 miles for the TDMS. All tipping fees will be a direct billed to Donalsonville from the dedicated landfill.

Contractors shall also provide disaster recovery technical program management assistance relating to reimbursement of eligible damage costs from federal and state agencies when available to Donalsonville's officials. Selected contractors will be subject to constant observation by Donalsonville's debris monitoring staff. This staff, which may include contracted specialists along with staff from other government entities, will ensure debris removal efforts are within FEMA Public Assistance guidelines and in compliance with all applicable Federal, State, and local regulations.

The primary focus for this work is debris generated by Hurricane Michael. To provide a non-committal estimate of potential contract scope, Donalsonville have conducted an assessment of the remaining C&D debris to be removed from Hurricane Michael. The assessment found approximately 40 tons, more or less, of C&D.

The work to be undertaken includes, but may not be limited to:

- (1) Debris Removal and disposal of C&D debris from Donalsonville's TDMS by hauling debris to the landfill designated by Donalsonville.
- (2) TDMS shall be cleaned of all debris and inspected by Donalsonville or Donalsonville's designee before site is turned back over to Donalsonville no later than June 10, 2019.
- (3) All debris shall be processed in accordance with local, state, and federal law, standards and regulations.
- (4) Generated Hazardous Waste Abatement: Abatement of hazardous waste identified by Donalsonville in accordance with all applicable federal, state, and local laws, standards, and regulations.
- (5) Documentation and Inspections: All debris shall be subject to inspection by Donalsonville. Inspections will be to ensure compliance with the contract and applicable local, state, and federal laws. The Contractor will, at all times, provide Donalsonville access to all work sites and disposal areas. The Contractor will work closely with state authorities, FEMA, and other agencies to ensure that debris collection and data documenting appropriately address concerns of the likely reimbursement agencies.
- (6) The Contractor will assist Donalsonville with developing and implementing a request to use alternative procedures for any debris removal pilot program established by FEMA.
- (7) White Goods: The Contractor may expect to encounter white goods available for disposal. White goods will constitute household appliances as defined in FEMA's Public Assistance Program and Policy Guide (FP 104-009-2). The Contractor will handle the disposition of all white goods encountered in accordance with applicable federal, state, and local laws. Proper disposal of Freon is required.
- (8) Documentation and Recovery Process: Contractor will provide the following in addition to debris removal activities:
 - a) Documentation of recovery process
 - b) Provide written and oral status as requested by Donalsonville
 - c) Review documentation for accuracy and quantity
 - d) Assist in preparation of claim documentation

- e) Any costs associated with the documentation and recovery process shall be included in Contractor's prices in the pricing attachments. Respondents shall have proven experience with overall management and FEMA requirements including alternative procedures that may be available under pilot programs as well as all rules and regulations to qualify for this scope of work.

IV REQUIRED CONTRACT PROVISIONS

The awarded contract must contain the contract provisions required by 2 C.F.R. § 200.326 and further described in Appendix II to 2 C.F.R. Part 200 and FEMA guidance. These include, among others, provisions permitting Donalsonville to terminate the contract for cause or convenience.

Any contract made and entered into as a result of this solicitation will be made in Donalsonville, Georgia and will be performed in Donalsonville, Georgia. Georgia law shall govern all the rights, obligations, duties and liabilities of the parties under contract and Georgia law shall govern the interpretation and enforcement of the contract and any and all legal matters relating to the contract. Any and all legal actions or proceeding relating to the contract shall be brought in a court of competent jurisdiction in Donalsonville, Georgia. By executing the contract, the parties submit to the jurisdiction of said courts and irrevocably waive any and all objections that they may have with respect to venue in any court sitting in Donalsonville, Georgia.

V HISTORICALLY UNDERUTILIZED BUSINESSES (HUB)

It is the policy of Donalsonville to provide businesses owned by minority persons equal access and opportunity to participate fully in all aspects of the County's programs; to prohibit discrimination against businesses on the basis of race, color, national origin, or gender; to promote and encourage full and open competition; and to promote equal access to contracting opportunities among the various contractors and vendors that do business with the County. Women-owned and minority-owned businesses are encouraged to apply.

If the Respondent intends to subcontract any portion of the work under the awarded contract, the Respondent must take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are solicited and used when possible. 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; and
- (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.

VI CONTRACT ADMINISTRATOR

The Donalsonville City Manager and/or his/her designee will be the Contract Administrator for this project.

VII PROPOSAL FORMAT REQUIREMENTS

The Proposal will be divided into eight separate sections. The eight sections will contain the following information.

- (1) Section 1: Cover letter/executive summary describing the Respondent's firm and including the name, address, phone number, fax number and email address of the person(s) or firm submitting the proposal. Provide the name of the contact person and person authorized to contract for the firm.
- (2) Section 2: The Respondent's qualifications to meet Donalsonville's objectives and to perform the tasks listed in this RFP. This shall include a list of at least three similar projects completed in the last 5 years per Exhibit D, a statement regarding the financial capability of the company, a description of the office(s) from which the service is being performed, nature of staff, and a list of equipment available for recovery projects.
- (3) Section 3: Shall outline the Respondent's plan to use subcontractors and its general requirements for doing so. This includes the Respondent's use of HUBs, small and minority businesses, women's business enterprises, and labor surplus area firms.
- (4) Section 4: A statement of the Contractor's familiarity and experience with FEMA's Public Assistance Program including all Alternative Procedures Pilot Program's for Debris Removal and applicable laws, rules, and regulations.
- (5) Section 5: A list of references for disaster specific experience over the last five (5) years, including the name of each client, a current contact person with phone number and /or email contact information, the size of each project, and response time. The form for submission of references can be found at Exhibit E. Additionally, Respondent must include in this section a statement listing and describing each and every lawsuit in the past five (5) years in which the Contractor sued, or was sued by, any of its clients.

- (6) Section 6: A debris management and response plan applicable for the scope of work.
- (7) Section 7: Lists of costs for the unit prices and hourly rates contained in Exhibits B and C.
- (8) Section 8: Completion of the required Forms found in Exhibits F, G, and H.

VIII EVALUATION

A. Minimum Requirements of Proposer

Proposals shall be considered only from firms regularly engaged in performing the type of work specified within this RFP. Donalsonville in its discretion shall determine whether the evidence of responsibility and ability to perform the work is satisfactory. Donalsonville reserves the right to reject any or all proposals.

Respondents should have previous experience in the performance of projects of a similar nature to ensure timely and efficient completion of any disaster project.

By submitting a proposal, Respondent warrants that he/she/they/it is/are fully qualified, with adequate personnel and experience to undertake the services required within a reasonable time. The Respondent shall also certify that insurance coverage that meets or exceeds industry standards for this type of work will be in force to mitigate risk during performance under the contract.

The Respondent shall be an equal opportunity employer and shall adhere to any applicable local, state or federal affirmative action requirements to include but not limited to the use of women and minority owned businesses to provide services.

B. Criteria for Evaluation and Award

The successful Proposer will be selected based upon the best response offered to Donalsonville. Donalsonville will use the following criteria and weight to determine the best response.

CRITERIA	WEIGHT
Price	0-50 Points
Qualifications of Staff	0-20 Points
Technical Approach	0-20 Points
Similar Project and References	0-10 Points

Respondents may be requested to give an oral presentation after submission of proposals should Donalsonville find it necessary, in order to determine which is the best received.

C. Selection Process

Proposals will be reviewed and ranked by Donalsonville Officials and staff. After review and ranking firms may be selected for interviews and shall be prepared to make a scheduled presentation to Donalsonville, if required.

Donalsonville reserves the right to award the contract to the Respondent whose proposal is most advantageous to Donalsonville. The award may be made to other than the lowest price Respondent.

IX. DISCLOSURE AND DISCLAIMER

The information contained herein is provided solely for the convenience of the Respondents. It is the responsibility of each Respondent to assure itself that information contained herein is accurate and complete. Neither DONALSONVILLE nor its agents provide any assurances as to the accuracy of any information in this RFP. Any reliance on the contents of this RFP, or on any communications with DONALSONVILLE representatives or agents, shall be at each Respondent's own risk. Respondents should rely exclusively on their own investigations, interpretations, and analyses in connection with this matter. This RFP is being provided by DONALSONVILLE without any warranty or representation, express or implied, as to its content, accuracy or completeness and no Respondent or other party shall have recourse to DONALSONVILLE if any information herein contained shall be inaccurate or incomplete. No warranty or representation is made by DONALSONVILLE that any proposal conforming to these requirements will be selected for consideration, negotiation, or approval.

In its sole discretion, DONALSONVILLE may withdraw this RFP either before or after receiving proposals, may accept or reject proposals, and may accept proposals which deviate from the non-material provisions of this RFP. Through its own investigation and in its sole discretion, DONALSONVILLE may determine the qualifications, experience, and acceptability of any Respondent submitting a proposal in response to this RFP. Following submission of a proposal, each Respondent agrees to promptly deliver such further details, information and assurances, including, but not limited to, financial and disclosure data, relating to the proposal and/or the Respondent, including the Respondent's affiliates, officers, directors, shareholders, partners, and employees, as requested by DONALSONVILLE. Any action taken by DONALSONVILLE in response to proposals submitted in response to this RFP or in making any award or failure or refusal to make any award, or in any withdrawal or cancellation of this RFP, either before or after issuance of the notice of intent to make an award, shall be without any expense, liability, or obligation on the part of DONALSONVILLE, or its advisors.

Any recipient of this RFP who responds hereto fully acknowledges all the provisions of this Discloser and Disclaimer and agrees to be bound by the terms hereof. Any proposal submitted pursuant to this RFP is at the sole risk and responsibility of the party submitting such proposal.

EXHIBIT A: REGISTRATION FORM

Respondents should complete and return this form to Donalsonville prior to 5:00 PM, May 24, 2019, in order for Donalsonville to provide any addendum issued for this RFP. However, it is the responsibility of each Respondent to ensure its receipt of all addenda regardless of registration.

Name of Respondent: _____

Contact Person: _____ Title: _____

Street: _____

City: _____ State: _____ Zip: _____

Telephone: (____) _____ Fax: (____) _____

E-Mail Address: _____

Preferred Method of Receipt: Fax E-Mail

Forms should be submitted to:

Steven W. Hicks
Donalsonville, Georgia
127 E 2nd Street
Donalsonville, GA 39845
Telephone: (229) 524-2118
E-mail: shicks@donalsonvillega.org

EXHIBIT B: FEE SCHEDULE

ITEM	DESCRIPTION OF SERVICE	COST	UNIT
1	Vegetative and/or C&D Debris Removal from Debris Management Sites (DMS/TDSRS) and Hauling to Final Disposal Site (NOTES 1, 3 & 7)		/TON

NOTES:

1. This price assumes that DMS/TDSRS's, final disposal site or other approved disposal sites are within 40 miles. For distances, over 40 miles but less than 100 miles add _____ per ton.
2. This price assumes final disposal is within 40 miles. For distances, over 40 miles but less than 100 miles add _____ per ton.
3. If scales are available at the final disposal site /TON cost will be used in lieu of /CY. The landfill will bill all tipping fee direct to Donalsonville.
4. Includes management of site remediation to include but not limited to pre and post use soil and water testing.
5. Invoices to be based on landfill load tickets.

EXHIBIT D: SIMILAR PROJECTS FORM

Disaster Debris Removal Services

List three (3) similar projects successfully completed in the past five (5) years by the individual, firm, or project manager assigned to the project. Attached additional sheets if necessary.

Completed Project #1

Agency/company: _____

Current contact person at agency/company: _____

Telephone: _____ Fax: _____ E-mail: _____

Address of agency/company: _____

Name of project: _____

Description: _____

Project value: _____ Start date: _____ Completion date: _____

(month/year)

(month/year)

Name(s) of assigned personnel:

Project manager: _____

Others: _____

Completed Project #2

Agency/company: _____

Current contact person at agency/company: _____

Telephone: _____ Fax: _____ E-mail: _____

Address of agency/company: _____

Name of project: _____

Description: _____

Project value: _____ Start date: _____ Completion date: _____
(month/year) (month/year)

Completed Project #2
(cont'd)

Name(s) of assigned personnel: _____

Project manager: _____

Others: _____

Completed Project #3

Agency/company: _____

Current contact person at agency/company: _____

Telephone: _____ Fax: _____ E-mail: _____

Address of agency/company: _____

Name of project: _____

Description: _____

Project value: _____ Start date: _____ Completion date: _____
(month/year) (month/year)

Name(s) of assigned personnel:

Project manager: _____

Others: _____

EXHIBIT E: REFERENCES

Below, or on an attached sheet, list references per RFP requirements for providing Disaster Debris Removal Services. Provide the name, addresses, and telephone numbers of organizations, governmental or private, for whom you now are, or have **within the past five (5) years** provided services. This form may be copied.

REFERENCE #1

Name of Client: _____

Address: _____

Phone: (_____) _____ Fax: (_____) _____

Contact Person: _____ Title: _____

Description of services: _____

REFERENCE #2

Name of Client: _____

Address: _____

Phone: (_____) _____ Fax: (_____) _____

Contact Person: _____ Title: _____

Description of services: _____

REFERENCE #3

Name of Client: _____

Address: _____

Phone: (_____) _____ Fax: (_____) _____

Contact Person: _____ Title: _____

Description of services: _____

EXHIBIT F: CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the CONTRACTOR (referred to herein as the “prospective lower tier participant”) is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals.

Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-Procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION—LOWER TIER COVERED TRANSACTIONS

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

CONTRACTOR Company Name

RFP Number

Name

Title

Signature

Date

EXHIBIT G: CERTIFICATION REGARDING LOBBYING FOR CONTRACTS, GRANTS, LOANS, AND
COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, 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 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). 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.

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

CONTRACTOR Name

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

EXHIBIT H: CONFLICT/NON-CONFLICT OF INTEREST STATEMENT

CHECK ONE

To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

OR

The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

Failure to check the appropriate boxes above may result in disqualification of your proposal. Likewise, failure to provide documentation of a possible conflict of interest may result in disqualification of your proposal.

Signed, as to both statements:

Company Name

Authorized Signature

Name (Print or Type)

Title