

Rural Community Assistance Corporation is requesting Statements of Qualifications from consultant teams for the services listed below:

**ENVIRONMENTAL SERVICES AND RELATED
STUDIES
TUOLUMNE COUNTY**

BACKGROUND

The California Department of Housing and Community Development (HCD) has been awarded \$70,359,459.00 from the U.S. Department of Housing and Urban Development (HUD) using federal Community Development Block Grant - National Disaster Resilience program (CDBG-NDR) funding. The HUD awarded activities include public facilities, public infrastructure, and economic development projects as part of the Community and Watershed Resilience Program (CWRP). This program is designed to develop the three project activities (pillars) and connect them together in order to assist in recovery efforts from the 2013 Rim Fire and provide long-term community and forest resilience. The CWRP also creates a unique partnership between local, state, and federal entities to integrate forest and community resilience practices while addressing unmet recovery needs from the Rim Fire disaster.

The CWRP is a collaborative effort comprised of state, federal, and local agencies and it is governed by a Core Team, which is comprised of representatives from each agency. The agencies involved in CWRP include, the United States Department of Agriculture Forest Service (USFS), Tuolumne County (the County), and the following California state agencies: The Governor's Office of Planning and Research (OPR), California Environmental Protection Agency (CalEPA), California Department of Forestry and Fire Protection (CAL FIRE), Housing and Community Development (HCD), and the Sierra Nevada Conservancy (SNC).

The CWRP is comprised of three distinct sets of activities called "pillars":

- 1) Forest and Watershed Health Program (FWHP) – Investing in activities to recover forest and watershed health by removing organic material from forests that act as fuel for wildfire, reforestation, and recovery efforts; rebuild rangeland infrastructure destroyed in the Rim Fire; and develop preventative measures including a system of strategic fuel breaks to protect communities from future wildfires.
- 2) Community Resilience Center(s) (CRC) – Designing and constructing CRC(s) that will provide shelter and necessary resources in the event of a disaster and provide ongoing community support services, educational programs, and job training.
- 3) Biomass Utilization Fund (BUF) – Developing a facility or campus with one or more facilities that can utilize the organic material from forest restoration activities such as those created as byproducts of FWHP activities.

The HCD is the contract administrator for CWRP, and SNC is the project coordinator for the FWHP and BUF pillars. The Core Team has final decision-making authority for CWRP.

In addition, Rural Community Assistance Corporation (RCAC) has entered into a three-RCAC BUF RFQ 4.21.20

party agreement with HCD and SNC to administer the BUF Loan Fund project.

DEFINITIONS

The following terms may be used interchangeably to refer to an entity responding to this request for qualifications: “Respondent”, “Contractor”, “Offeror”, “Proposer”, and “Vendor”.

PROJECT DESCRIPTION

The BUF loan fund supports projects that provide options for clean utilization of woody biomass removed from the forest. Eligible projects will create renewable energy or wood products. This is a two-phase development process, with the first phase including feedstock assessment and market feasibility analysis. Phase one has been completed, and the studies are available upon request.

The second phase includes the build-out and operation of BUF projects, with financial assistance provided by RCAC using CDBG-NDR grant funds. Loans or grants issued by RCAC under the CDBG-NDR program can be used for land acquisition, construction, working capital, or other CDBG-eligible costs. As such, the environmental reviews necessary for committing funds will vary considerably depending on specifics of the project and the use of the funds.

Selected respondents shall provide professional environmental services under the BUF pillar for activities in Tuolumne County, California. These services are to assist the Rural Community Assistance Corporation (RCAC) with the environmental review and compliance requirements of federally funded projects.

In addition, selected respondents may also provide assistance on related project development evaluation activities such as:

- Preparation of Environmental Review Documents for use by multiple agencies to satisfy CEQA and NEPA requirements.
- Identification and preparation of regulatory permit applications for development activities,
- Consultation with Local, County, State and Federal permit agencies,
- Specialized environmental and cultural resource studies (biological, traffic, air quality, historic, etc.),
- Development of mitigation measures and mitigation monitoring plans,
- Environmental due diligence investigations,
- Topographic and cadastral surveys

While RCAC may contract for environmental review services under the BUF Program, HCD, as the recipient of the CDBG-NDR grant, will act as the Responsible Entity for NEPA compliance and environmental review due diligence on behalf of the U.S. Department of Housing and Urban Development (HUD) and may act as Lead, Co-lead or Responsible Agency for CEQA review. Other State or Local agencies may also act in similar capacities depending on sequence of required discretionary decisions.

SCOPE OF SERVICES

Through the responses to this Request for Qualifications, RCAC will establish a Qualified Vendor List (QVL) that can provide a wide range of expertise in environmental assessment and permitting related to proposed biomass utilization businesses and facilities. RCAC will issue Request for Proposals, or mini-bid requests, to the qualified vendor pool to expedite project-specific procurement for environmental services upon conditional approval of one or more projects under the BUF Program.

Because specific details related to proposed site location, size, design, and technology of the proposed facility, project readiness, level of environmental review, and other factors will differ significantly from project to project, separate RFPs will be issued for each project with a project and site-specific scope of work to be completed.

Services to be completed will be stated in subsequent solicitation(s), but will likely include, though not be limited to the following:

1. Review pre-approved grant and loan applications to evaluate the following:
 - a. Evaluate and assist RCAC and HCD with technical evaluation of the applicant's proposed environmental permitting strategy
 - b. Review and evaluate the quality and compliance of any existing environmental documentation previously developed by the applicant
 - c. In some cases, prepare for RCAC and HCD's review a permitting strategy for selected projects that streamlines permitting and processing times, modifications and measures to minimize potential permits or permit requirements
 - d. Identification of appropriate CEQA lead agencies for each proposed project and consultation or preparation of necessary environmental analysis and documentation
2. Conduct preliminary review for NEPA/CEQA
3. Prepare Initial Studies / Environmental Assessments to determine significance of potential impacts and level of review for CEQA/NEPA
4. As necessary, design mitigation measures to reduce scope of required reviews and permits
5. Prepare technical studies to support a CEQA/NEPA review for all potentially affected resources required to be analyzed under CEQA/NEPA
6. As necessary, assist with agency and/or Tribal consultations
7. Prepare draft NEPA/CEQA decision documents for Lead Agency review and approval

DESIRABLE QUALIFICATIONS AND EXPERTISE

Each Statement of Qualifications (SOQ) should clearly delineate and address the contractor's and team's relevant experience in providing environmental services for similar projects. RCAC is seeking an environmental contractor that is prepared to provide a highly-qualified team, experienced in environmental assessment, analysis, and permitting. Experience and expertise of importance in the selection of a contractor to provide environmental services includes, but is not limited to, the following technical areas:

Availability, Schedule, and Project Management. All BUF loans must be expended by June 2022, therefore work must begin immediately on these time-sensitive projects. The availability of contractor's staff and subcontractors on this project will be an

important selection factor. The SOQ should clearly delineate the person(s) that will be responsible for providing and managing the environmental services and specify the ability and resources to complete projects under constrained schedules.

CEQA and NEPA Knowledge. Expert knowledge of the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA). Experience in the preparation of a wide range of environmental documents, such as EIR, EIS, initial studies, environmental assessments, negative declarations, joint CEQA/NEPA documents and background support for categorical exemptions and exclusions will be a critical selection factor.

Natural Resource Expertise. Broad experience in preparation of natural resource assessments typically used in environmental documents and other baseline project studies, especially for biological resources. Contractor should have a good working knowledge of common habitat types and species that occur in California, and familiarity with the State and federally-listed threatened and endangered species typically associated with California. Knowledge of wetlands identification and delineation, site inventory techniques, consultation procedures with federal and State agencies such as the U.S. Fish and Wildlife Service and the California Department of Fish and Game, and the preparation of restoration plans.

Expertise in other natural and physical sciences such as soils, geology, hydrology, etc. Examples of geological expertise includes ability to address issues such as site geology, slope stability, seismic risk, mineral resources, erodible soils, and farmland capability. Typical hydrological resource issues include addressing the risk of flooding and site run-off, changes in groundwater conditions, and changes in water quality.

Permitting Expertise. Knowledge of applicable State and federal laws and permits including, but not limited to, the process for obtaining a Streambed Alteration Agreement, Section 7/10 permits, 401/404 permits, various wetland/site grading permits and other possible environmental requirements. Knowledge of the requirements of the National Pollution Discharge Elimination System for municipal stormwater and urban runoff discharge will also be important. Contractor shall have a proven record of fast-tracking regulatory permitting for time-critical projects.

Air Quality Assessment and Modeling. Experience in preparation of air quality assessment studies, including the use of standard models and/or development of project-specific models, knowledge of State and federal air quality standards, understanding of county or regional air quality management district rules and policies, and preparation of feasible mitigation measures to reduce air quality effects. Contractors should have expertise in the modeling of direct and indirect stationary and mobile sources. Contractor shall have knowledge of greenhouse gas assessments and analyses.

Environmental Due Diligence. Expertise and experience in the preparation of the environmental due diligence studies and investigations, including but not limited to, preliminary site assessments (Phases I-III), remediation plans, soil and water quality assessment, permitting/regulatory review, and remediation planning.

Community Planning. The Contractor should be able to offer expertise in and knowledge of community planning. This includes analysis of land-use compatibility, RCAC BUF RFQ 4.21.20

general and specific plan processes, evaluating project effects on community plan policies and values, public services and utilities analysis, and demographics analysis.

Cultural Resource Analysis. Experience in preparation of prehistoric and historic studies for development, site selection, and restoration projects. This includes the ability to conduct full archaeological evaluations and supporting documentation, to prepare historic structures reports, and to provide recordation of both prehistoric and historic materials. The Contractor should have knowledge of relevant State and federal laws, including AB 52, regulations, and related protocols such as those for the consultation process for Native American Tribes, the State Office of Historic Preservation and federal historic preservation agencies, the Secretary of Interior Standards, Section 106 of the Historic Preservation Act, and the Historic American Building Survey/Historic American Engineering Record procedures.

Public Participation and Community Outreach. Experience in the preparation of public participation materials, organizing public workshops, and providing specialized community involvement assistance.

Graphics and Visual Simulation. The Contractor should be able to offer assistance in the preparation of graphical materials for use in environmental reports and/or presentations, including site maps, visual simulations, sun and shadow analysis, and resource mapping. While not likely to be needed, the Contractor should have available expertise in Air Quality Assessment and Modeling, Traffic/Transportation Analysis and Noise Analysis.

These examples of environmental expertise are only provided to assist each potential contractor in the formation of their respective environmental services team.

INFORMATION AND INSTRUCTIONS TO OFFERORS

The following information applies to this Request for Qualifications and to all work procured through the Qualified Vendor List created through this process.

1.0. GENERAL INFORMATION

- 1.1. **Persons with Disabilities.** Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Procurement Officer. Requests shall be made as early as possible to allow time to arrange the accommodation.
- 1.2. **Late Offers and Unsigned Offers.** Late offers will not be accepted. Unsigned offers will not be considered under any circumstances. It is the sole responsibility of the Offeror to ensure that its offer is received at or prior to the exact date and time indicated on the Notice Page.
- 1.3. **Addendum.** This RFQ may only be modified by a written Addendum. Offerors are responsible for obtaining all addendums.
- 1.4. **Cost of Offer Preparation.** RCAC will not reimburse any Offeror the cost of responding to a solicitation.
- 1.5. **Duty to Examine.** It is the responsibility of each Offeror to examine the entire solicitation, seek clarification (inquiries), and examine its offer for accuracy before submitting the offer. Lack of care in preparing an offer shall not be grounds for modifying or withdrawing the offer after the offer due date and time, nor shall it give rise to any Agreement claim.
- 1.6. **Inquiries.** Any inquiry related to a solicitation, including any requests for or inquiries regarding standards referenced in the solicitation should be directed solely to the RCAC contact listed on the cover page of the solicitation. The Offeror shall not contact or direct inquiries concerning this solicitation to any other employee unless the solicitation specifically identifies a person other than the RCAC contact.
- 1.7. **Submission of Inquiries.** All inquiries shall be submitted in writing via email and shall refer to the appropriate solicitation number, page and paragraph. RCAC shall consider the relevancy of the inquiry but is not required to respond in writing.
- 1.8. **Timeliness.** Any inquiry or exception to the solicitation shall be submitted as soon as possible and should be submitted at least fifteen (15) days before the offer due date and time for review and determination by RCAC. Failure to do so may result in the inquiry not being considered for a solicitation addendum. **No Right to Rely on Verbal Responses.** An Offeror shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the solicitation.
- 1.9. **Response to Inquiries.** For those inquiries RCAC considers relevant for response, RCAC will issue responses and clarifications through a written addendum. Offerors are responsible for obtaining all addendums.

- 1.10. **Format.** Offerors shall submit their offer via email on the forms provided in this solicitation or their substantial equivalent. Any substitute document must be legible and contain the same information requested on the forms.
- 1.11. **Offer Amendment or Withdrawal.** An offer may be withdrawn at any time before the solicitation due date and time. An offer may not be amended or withdrawn after the offer due date and time except as otherwise provided by applicable law.
- 1.12. **Typed or Ink Corrections.** The offer shall be typed or in ink. Erasures, interlineations or other modifications in the offer shall be initialed in ink by the person signing the Offer.
- 1.13. **Unit Price Prevails.** In the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
- 1.14. **Evidence of Intent to be Bound.** The Offer Section within the solicitation shall include a signature by a person authorized to sign the offer. The signature shall signify the Offeror's intent to be bound by its Offer and the terms of the solicitation and that the information provided is true, accurate and complete. Failure to submit verifiable evidence of intent to be bound, such as an original signature, shall result in rejection of the offer.
- 1.15. **Non-Collusion and Non-Discrimination.** By signing and submitting the offer, and completion of certifications (attachment D and attachment F) the Offeror certifies that:
- 1.15.1.1. The Offeror did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its offer; and
 - 1.15.1.2. The Offeror does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, age, sex, national origin, or disability, and that it complies with all applicable Federal, state and local laws and executive orders regarding employment.
- 1.16. **Disqualification.** An Offeror, including each of its principals, who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may have its offer rejected.
- 1.17. **Waiver and Rejection Rights.** RCAC reserves the right to reject any or all offers or to cancel the solicitation altogether, to waive any informality or irregularity in any offer received, and to be the sole judge of the merits of the respective offers received.
- 1.18. **Offer Acceptance Period.** All offers shall remain valid for 120 days after the day of the submission of offers. RCAC may, at its sole discretion, release any offer prior to that date. No Offeror may withdraw an offer during this period without written permission from RCAC.

1.19. **Payment.** Offerors agree to accept traditional payment methods, including automated clearinghouse (ACH). Payment terms for traditional payment methods are Net 30 upon receipt of an accurate invoice, although the Offeror may offer additional discounts for early payment within their proposal.

1.20. **Protests.** A Protest must be in writing and be filed with the RCAC Grants and Contracts department.

1.20.1.1. **A protest of a solicitation** shall be received before the solicitation submission date.

1.20.1.2. **A protest of selection for the Qualified Vendor List** must be filed within 10 calendar days of notification of non-selection.

1.20.1.3. **A protest of a proposed contract award** must be filed within 5 calendar days of the first posting of the contract award recommendation. Award recommendations are posted on the RCAC web site at www.rcac.org If the protest due date occurs on a weekend or holiday the protest must be filed the next business day.

1.20.1.4. **A protest of an award** less than \$50,000 must be submitted within ten (10) days after the protester knows or should have known the basis of the protest.

1.20.1.5. **A protest must include:**

- The name, address and telephone number of the protester;
- The signature of the protester or its representative;
- Identification of the project and the solicitation or agreement number;
- A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and the form of relief requested.

RCAC will review the protest and may issue a written response.

1.1. **Contract Award.** Unless otherwise provided in this solicitation, RCAC reserves the right to make multiple awards, award by item, group or as a total, as is deemed most advantageous to RCAC.

1.2. **Execution of Agreement.** Within ten (10) days of Notice that Offeror is the recommended vendor, Offeror shall execute and return the original Agreement to RCAC.

1.3. **Non-Exclusive Agreement** This agreement is for the sole convenience of RCAC. RCAC reserves the right to obtain like good or services from another source when necessary.

2. SUBMITTAL CONTENT

The Submittal shall contain all of the following information:

RCAC BUF RFQ 4.21.20

- 2.1. **Completed Offer Section.** Offers shall include the legal name of the entity in this section. (Attachment C)
- 2.2. **Evaluation Criteria.** Specific information is requested in Exhibit A to the RFP. The Offeror's submittal should be organized by criteria.
- 2.3. **Cover letter** that includes the Federal Identification Number and DUNS number of the firm.
- 2.4. **Secretary of State Certification** identifying California legal operating name. If operating under a fictitious business name, provide all supporting documentation (i.e., Fictitious business name statement certified by the appropriate county clerk).
- 2.5. **Federal Form 330** Parts I & II for the firm and Federal Form 330 Part II for any proposed subcontractors.
- 2.6. **The Statement of Qualifications** may also include additional materials in 8-1/2 X 11 format illustrating plans, sketches, environmental documents, photographs of recent relevant projects, published materials, and contract awards.
- 2.7. **Rate Sheet** (Attachment B)
- 2.8. **Exceptions to Solicitation.** Any exceptions to the Specifications or Agreement terms must be included with the Proposal and be clearly identified. Failure to list an exception or objection shall preclude a request for changes to the specifications or Agreement language. The proposed Form of Agreement is included as a part of this solicitation. By submitting an offer, you acknowledge that you have reviewed the agreement. Any objections to specifications or the Form Agreement will be considered and included in RCAC's evaluation of your offer. If you fail to list any objections to the specifications or form of agreement, you will not be allowed to raise any objections later if you are selected for award. An offer that takes exception to a material requirement of any part of the solicitation, specifications or agreement, may be rejected as non-responsive.
- 2.9. **Disclosure.** If the firm, business or person submitting this offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror shall fully explain the circumstances relating to the preclusion or proposed preclusion in the offer. The Offeror shall include a letter with its offer setting forth the name and address of the governmental entity, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided. (Attachment A)

3. EVALUATION

Discussions with Offerors and Revisions to Proposals. Discussions and additional investigations may be conducted with responsible Offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing Offerors. The purposes of such discussions shall be to:

- 3.1. Determine in greater detail such Offeror's qualifications;
- 3.2. Explore with the Offeror the scope and nature of the project, the Offeror's proposed method of performance, and the relative utility of alternate methods of approach;
- 3.3. Determine that the Offeror will make available the necessary personnel and facilities to perform within the required time;
- 3.4. Agreeing upon compensation, which is fair and reasonable, taking into account the estimated value of the required services, and the scope, complexity and nature of such services.
 - 3.4.1. Clarifications. RCAC reserves the right to obtain Offeror clarifications where necessary to arrive at full and complete understanding of Offeror's product, service, and/or solicitation response. Clarification means a communication with an Offeror for the purpose of eliminating ambiguities in the offer and does not give Offeror an opportunity to revise or modify its offer.
 - 3.4.2. Agreement Negotiations. RCAC reserves the right to conduct exclusive or concurrent negotiations with responsible Offeror(s) for the purpose of agreeing the conditions, terms and price of the proposed agreement unless prohibited. Offerors shall be accorded fair and equal treatment in conducting negotiations and there shall be no disclosure of any information derived from proposals submitted by competing Offerors. Exclusive or concurrent negotiations shall not constitute an agreement award nor shall it confer any property rights to the successful Offeror. In the event RCAC deems that negotiations are not progressing, RCAC may formally terminate these negotiations and may enter into subsequent concurrent or exclusive negotiations with the next most qualified Offeror(s).

4. SPECIFIC TERMS AND CONDITIONS

- 4.1. The following are Terms and Conditions specific to the performance of this agreement.
- 4.2. **Indemnification:** The requirements for Contractor's indemnification are stated in Section V of the attached Sample Form Agreement, Exhibit D.

4.3. **Insurance:** The requirements for Contractor's insurance are stated in Section VI of RCAC BUF RFQ 4.21.20

the attached Sample Form Agreement, Exhibit D.

- 4.4. **Commitment to Complying with all Applicable Federal, State, and Local Regulations:** Offerer will comply with all applicable Federal, State and local laws, regulations and codes. Because any subsequent agreement will be funded with HUD funds, any Agreement between RCAC and a Qualified Vendor shall be governed by certain general HUD terms and conditions, attached hereto as Exhibit B. Respondent shall provide an affirmative statement in the experience section of its proposals, to represent and certify that the it shall adhere to the terms and conditions set forth at Exhibit B, and any subsequent changes made by HUD.

SUBMISSION INSTRUCTIONS

Documents shall be received no later than **Tuesday June 30 at 5:00 p.m.**

Questions may be submitted in writing up to 15 days prior to submission deadline and shall be directed to Cyndi Spencer via email at Cspencer@rcac.org. All questions will be responded via an addendum published on the RCAC website.

Documents shall be submitted via email to:

Rural Community Assistance
Corporation Grants and Contracts
Administration
3120 Freeboard Drive
West Sacramento, CA 95691
Attention: Cyndi Spencer
cspencer@rcac.org

NOTE: Facsimile (FAX) submittals will not be considered.

Documents to be submitted:

Cover Letter	
Statement of Qualifications	
Secretary of State Certification	
Attachment A	Representations and Certifications
Attachment B	Rate Sheet
Attachment C	Offer Section
Attachment D	Anti-Collusion Certification
Attachment E	Non-Discrimination Certification

EXHIBIT A PROPOSAL EVALUATION CRITERIA

Evaluation Criteria: The evaluation criteria are listed below in their relative order of importance. The offer should contain responses to all of the specific information requested below. The Offeror's submittal should be organized by section based on the listed criteria.

Selection Committee: Respondents will be independently evaluated by each member of the selection committee using the criteria below. The selection committee will then meet to discuss and finalize ranking. The selection committee will consist of representatives of RCAC, HCD, and SNC.

Qualifications and Experience

1. Provide a brief history of the company including number of years in business, primary business focus and number of years providing the services described in the Scope of Work. (10 points)
2. Provide the qualifications of the company and its leadership relative to the services described in the Scope of Work. Provide resumes or statements of qualifications for company leadership. (10 points)
3. Provide resumes or statements of qualifications for all proposed key personnel. Identify the role of each individual and describe the reporting structure for oversight ensuring quality services. (15 points)
4. Complete and include all other forms included herein. (5 points)
5. Describe nature of firm(s) workload and ability to respond and meet time-constraints of the project schedules. (15 points)

Method of Approach

1. Provide a summary of knowledge and experience as it related to carrying out the services described in the RFQ. (10 points)
2. If any work will be subcontracted please explain. (5 points)
3. Provide narrative examples and references of successful completion of fast-tracked and streamlined regulatory and permitting reviews. Provide narrative

details on experience and strategy to reducing permitting timelines and complexities, and achieve expedient and compliance environmental reviews. (15 points)

4. Location of firm(s) offices for project coordination and response. (10 points)

Price Proposal

1. Identify expected costing and expected cost methodology for standard levels of environmental review as described in the scope of services. (5 points)
2. Complete and submit attachment #B, Price Proposal Page, to provide rates for each position needed to successfully complete the scope of work. Proposal rates will remain valid for the duration of the qualified pool, currently estimated to conclude in 2022. (5 points)

Attachment A



Rural Community Assistance Corporation Representation and Certifications Form

Fillable form instructions: Click into each gray box that says "Click here to enter text." Click each box to insert a check mark for the most applicable of the multiple choice answers.

1. **Company Name** [Click here to enter text.](#)

2. **Type of Organization (check one box below)**

Consultant represents and certifies that it operates as:

an individual; a nonprofit organization; a partnership; a joint venture; or

a corporation incorporated under the laws of the state of: [Click here to enter text.](#)

3. **Taxpayer Identification**

In order to comply with reporting requirements of 26 USC 6041, 6041A and 6050M and implementing regulations issued by the Internal Revenue Service (IRS), the following information must be furnished:

Business Entities – Tax ID No.: [Click here to enter text.](#)

Consultant Identification Number (DUNS) No.: [Click here to enter text.](#)

* Individuals only – Social Security No.: [Click here to enter text.](#)

4. **Debarment and/or Suspension**

By checking these boxes, Consultant certifies that it and its principals:

- **are are not** presently debarred, suspended or proposed for debarment or declared ineligible for award of contracts by any Federal Agency,
- **have have not**, within the last three years, been convicted of fraud or a criminal offense in obtaining, attempting to obtain or performing a public contract or subcontract; violation of anti-trust statutes, embezzlement, theft, forgery, bribery, falsification or destruction of records, false statements, tax evasion or receiving stolen property;
- **are are not** presently indicted or charged with fraud or a criminal offense under a public contract; and
- **have have not**, within the past three years had one or more Federal contracts terminated for default.

5. **Drug Free Workplace**

By checking this box, Consultant certifies it is a Drug Free Workplace as specified in the Drug Free Workplace Act.

6. **Lobbying**

By checking this box, Consultant certifies it shall refrain from all lobbying activities if such activities involve the use of any funds that are subject to this contract or any other funds, programs, projects or activities that flow from this contract.

7. Procurement and Conflict of Interest (if applicable)

By checking this box Consultant certifies that it has an active and enforced procurement and conflict of interest policy that is consistent with the provision 40 CFR 30.42 Codes of Conduct and 2 CFR 200.318(c)(1). Subrecipient/contractor also certifies that, to the best of Subrecipient' s/Contractor's knowledge, (1) all financial disclosures will be made related to the activities that may be funded by or through a resulting agreement, and required by its conflict of interest policy, and (2) all identified conflicts of interest have or will have been satisfactorily managed, reduced or eliminated in accordance with Subrecipient' s/Contractor conflict of interest policy prior to the expenditures of any funds under any resultant agreement and within a timely manner sufficient to enable timely financial conflict of interest reporting.

8. Business Classification (if applicable)

- A. **Small Business (SB) Concern:** • is, is not, a SB concern. A SB concern is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operation in which it is bidding on Government contracts, and can further qualify under the criteria concerning number of employees, average annual receipts or other criteria, as prescribed by the Small Business Administration. (See Code of Federal Regulations, Title 13, Part 121, as amended, which contains detailed industry definitions and related procedures.)

If Consultant is a SB concern and is not the manufacturer of the supplies offered, it also represents that all supplies to be furnished hereunder

- will, will not, be manufactured or produced by a SB concern in the U.S., its territories, its possessions or the Commonwealth of Puerto Rico.

- B. **Small Disadvantage Business (SDB) Concern:** • is, is not, a SDB concern. Small disadvantaged business concern, as used in this provision means a small business concern that: 1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly unconditionally owned business having at least 51 percent of its stock owned by one or more socially and economically disadvantaged individuals and 2) has its management and daily business controlled by one or more such individuals. "Joint ventures," ownership involvement in a joint venture by disadvantaged individuals must be at least 51 percent.

Registered as State Minority? Yes No If yes, what state?

What agency? _____

- C. **Women-owned Small Business (WOSB) Concern:** • it is, is not, a WOSB concern. A WOSB concern, as used in this provision, means a SB that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent is owned by one or more women and whose management and daily business operations are controlled by one or more women.

- D. **HUBZone**: • **it is, is not**, small business concern which operated in Historically Underutilized Business Zones. Through the HUBzone Empowerment Contracting program, federal contracting opportunities are provided for qualified small businesses located in distressed areas.
- E. **Veteran Owned Small Business (VOSB)**: • **it is, is not** a small business that (i) is at least 51% unconditionally owned by one or more veterans; or in the case of any publicly owned business, at least 51% of the stock of which is unconditionally owned by one or more veterans, and (ii) whose management and daily business operations are controlled by one or more veterans.
- F. **Service Disable Veteran Owned Small Business (SDVOSB)**: • **it is, is not** a small business that : (i) is at least 51% unconditionally owned by one or more service-disabled veterans with a disability that is service connected, or in the case of any publicly owned business, at least 51% of the stock of which is unconditionally owned by one or more service-disabled veterans; and (ii) whose management and daily business operations are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- G.

I hereby certify that the above information is true and correct to the best of knowledge. I further certify that I am not related to (or am not an immediate family member by marriage) or employed, by RCAC, their employees, or the RCAC Board of Directors.

Signed: _____ Company Name: _____

Name: _____ Address: _____
(print)

Title: _____

Phone: _____

Fax: _____ Date: _____

ATTACHMENT B
RATE SHEET—ENVIRONMENTAL ASSESSMENTS (EA)

Rate quoted must include all estimated fees and costs which are to be paid to the contractor.

<u>Position Title</u>	<u>Rate per hour</u>
	\$
	\$
	\$
	\$
	\$
	\$
	<u>Unit Price</u>

Signature

Date

Printed Name

Title

Exhibit B
CDBG-NDR Compliance Provisions

1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)
2. CERTIFICATION OF NONSEGREGATED FACILITIES
3. CIVIL RIGHTS
4. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974
5. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 - COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES
6. SECTION 503 OF THE REHABILITATION ACT OF 1973 (29 USC 793)
7. SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED
8. AGE DISCRIMINATION ACT OF 1975
9. CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS
10. FLOOD DISASTER PROTECTION
11. ACCESS TO RECORDS - MAINTENANCE OF RECORDS
12. INSPECTION
13. REPORTING REQUIREMENTS
14. CONFLICT OF INTEREST
15. ACTIVITIES AND CONTRACTS NOT SUBJECT TO EXECUTIVE ORDER 11246, AS AMENDED
16. PATENTS
17. COPYRIGHT
18. TERMINATION FOR CAUSE
19. TERMINATION FOR CONVENIENCE
20. ENERGY EFFICIENCY
21. SUBCONTRACTS
22. DEBARMENT, SUSPENSION, AND INELIGIBILITY
23. BREACH OF CONTRACT TERMS
24. PROVISIONS REQUIRED BY LAW DEEMED INSERTED
25. CHANGES
26. PERSONNEL
27. ANTI-KICKBACK RULES
28. ASSIGNABILITY
29. INTEREST OF CONTRACTOR
30. POLITICAL ACTIVITY
31. COMPLIANCE WITH THE OFFICE OF MANAGEMENT AND BUDGET
32. DISCRIMINATION DUE TO BELIEF
33. CONFIDENTIAL FINDINGS
34. LOBBYING

1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause) (applicable to contracts and subcontracts above \$10,000)

- A. During the performance of this contract, the Contractor agrees as follows: The will not discriminate against any employee or applicant for employment because of race, color, religion, sex, 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, 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.
- B. 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 without regard to race, color, religion, sex, or national origin.
- C. 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 by the Contract Compliance Officer advising the said labor union or workers' representatives of the Contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, 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 Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.
- F. In the event of the Contractor's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The Contractor will include the provisions of the sentence immediately preceding paragraph A and the provisions of paragraphs A through G 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, as amended, so that such provisions will be binding upon each Contractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Department 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 Contractor or vendor as a result of such direction by the Department, the Contractor may request

the United States to enter into such litigation to protect the interest of the United States.

2. CERTIFICATION OF NONSEGREGATED FACILITIES (applicable to contracts and subcontracts over \$10,000)

By the submission of this bid, the bidder, offeror, applicant or Contractor certifies that he/she does not maintain or provide for his/her establishments, and that he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/she certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant or Contractor agrees that a breach of this certification is a violation of the equal opportunity clause of this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

He/she further agrees that (except where he/she has obtained for specific time periods) he/she will obtain identical certification from proposed Contractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause; that he/she will retain such certifications in his/her files; and that he/she will forward the following notice to such proposed Contractors (except where proposed Contractors have submitted identical certifications for specific time periods).

3. CIVIL RIGHTS

The Contractor shall comply with the provisions of Title VI of the Civil Rights Act of 1964. No person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

4. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

The Contractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

5. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 - COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES

- 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 Contractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any Contractor where the Contractor has notice or knowledge that the Contractor 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).

6. SECTION 503 OF THE REHABILITATION ACT OF 1973 (29 USC 793)

(applicable to contracts and subcontracts over \$10,000)

- A. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is otherwise qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as

the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- B. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- C. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- D. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- E. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- F. The Contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each Contractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

7. SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED

The Contractor agrees that no otherwise qualified individual with disabilities shall, solely by reason of his disability, be denied the benefits, or be subjected to discrimination including discrimination in employment, any program or activity that receives the benefits from the federal financial assistance.

8. AGE DISCRIMINATION ACT OF 1975

The Contractor shall comply with the provisions of the Age Discrimination Act of 1975. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.

9. CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS

(applicable to contracts and subcontracts exceeding \$100,000)

The Contractor and all Contractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt Contractors and Contractors shall furnish to the owner, the following:

- A. A stipulation by the Contractor or Contractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating

Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR Part 15, as amended.

- B. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued there under.
- C. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.
- D. Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the government may direct as a means of enforcing such provisions.

10. FLOOD DISASTER PROTECTION

This contract is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234). Nothing included as a part of this contract is approved for acquisition or construction purposes as defined under Section 3(a) of said Act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the National Flood Insurance Program pursuant to Section 201(d) of said Act; and the use of any assistance provided under this contract for such acquisition for construction in such identified areas in communities then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements or Section 102(a) of said Act.

Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Contract shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of Flood Disaster Protection Act of 1973.

11. ACCESS TO RECORDS - MAINTENANCE OF RECORDS

The State of California, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to this specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions. All records connected with this contract will be maintained in a central location by the unit of local government and will be maintained for a period of five (5) years from the official date of the State's final closeout of the grant.

12. INSPECTION

The authorized representative and agents of the State of California and the Department of Housing and Urban Development shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

13. REPORTING REQUIREMENTS

The Contractor shall complete and submit all reports, in such form and according to such schedule, as may be required by the Owner.

14. CONFLICT OF INTEREST

A. No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

B. No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

15. ACTIVITIES AND CONTRACTS NOT SUBJECT TO EXECUTIVE ORDER 11246, AS AMENDED

(applicable to contracts and subcontracts of \$10,000 and under)

During the performance of this contract, the Contractor agrees as follows:

- A. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment 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.
- B. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- C. The Contractor shall incorporate foregoing requirements in all subcontracts.

16. PATENTS

- A. The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract including its use by the Owner, unless otherwise specifically stipulated in the Contract Document.
- B. License or Royalty Fees: License and/or Royalty Fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or his authorized license, direct by the Owner and not by or through the Contractor.
- C. If the Contractor uses any design device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the owner of such patented or copy-righted design device or material. It is mutually agreed and understood, that without exception the

contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or his Sureties shall indemnify and save harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copy-righted design, device or materials or any trademark or copy-right in connection with work agreed to be performed under this contract, and shall indemnify the Owner for any cost, expense, or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

17. COPYRIGHT

No materials, to include but not limited to reports, maps, or documents produced as a result of this contract, in whole or in part, shall be available to the Contractor for copyright purposes. Any such materials produced as a result of this contract that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner.

18. TERMINATION FOR CAUSE

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the Owner shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this contract shall, at the option of the Owner, become the Owner's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the contract by the Contractor, and the Owner may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Owner from the Contractor is determined.

19. TERMINATION FOR CONVENIENCE

The Owner may terminate this contract at any time by giving at least thirty (30) days notice in writing to the Contractor. If the contract is terminated by the Owner as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date.

20. ENERGY EFFICIENCY

The Contractor shall 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 (Public Law 94-163).

21. SUBCONTRACTS

- A. The Contractor shall not enter into any subcontract with any Contractor who has been debarred, suspended, declared ineligible, or voluntarily excluded from participating in contracting programs by any agency of the United States Government or the State of California.
- B. The Contractor shall be as fully responsible to the Owner for the acts and omissions of the Contractor's Contractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by the Contractor.
- C. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractor to the Contractor by the terms of the contract documents insofar as

applicable to the work of subcontractor and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the contract documents.

D. Nothing contained in this contract shall create any contractual relation between any subcontractor and the Owner.

22. DEBARMENT, SUSPENSION, AND INELIGIBILITY

The Contractor represents and warrants that it and its Contractors are not debarred, suspended, or placed in ineligibility status under the provisions of 24 CFR 24 (government debarment and suspension regulations).

23. BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Contractor or the Contractor's subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

24. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

25. CHANGES

The Owner may, from time to time, request changes in the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation which are mutually agreed upon by and between the Owner and the Contractor, shall be incorporated in written and executed amendments to this Contract.

26. PERSONNEL

The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Owner.

All the services required hereunder will be performed by the Contractor or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

27. ANTI-KICKBACK RULES

Salaries of personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. 874; and Title 40 U.S.C. 276c). The Contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to insure compliance by the subcontractors with such regulations, and shall be responsible

for the submission of affidavits required of subcontractors there under except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

28. ASSIGNABILITY

The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the Owner provided that claims for money due or to become due the Contractor from the Owner under this Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Owner.

29. INTEREST OF CONTRACTOR

The Contractor covenants that it presently has no interest and shall not acquire any interest direct or indirect in the above described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

30. POLITICAL ACTIVITY

The CONTRACTOR will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.

31. COMPLIANCE WITH THE OFFICE OF MANAGEMENT AND BUDGET

The parties agree to comply with the regulations, policies, guidelines, and requirements of the Office of Management and Budget, Circulars A-95, A-102, A-133, and A-54, as they relate to the use of Federal funds under this contract.

32. DISCRIMINATION DUE TO BELIEFS

No person with responsibilities in operation of the project to which this grant relates will discriminate with respect to any program participant or any applicant for participation in such program because of political affiliation or beliefs.

33. CONFIDENTIAL FINDINGS

All of the reports, information, data, etc., prepared or assembled by the Contractor under this Contract are confidential, and the Contractor agrees that they shall not be made available to any individual or organization without prior written approval of the Owner.

34. LOBBYING

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

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, 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 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 federally 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 Contractor shall

complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

EXHIBIT D
Subcontract No. «Agreement_»
between
Rural Community Assistance Corporation
and
«Company_Name»

This Subcontract (Agreement) is entered into on, by and between Rural Community Assistance Corporation (RCAC), a nonprofit corporation, and «Company_Name» (Subcontractor).

I. Task Orders

Subcontractor shall provide the professional services (Services) as specified in authorized Task Orders. Subcontractor shall commence, perform and complete such Services and be compensated by RCAC for such Services in accordance with authorized, signed Task Orders.

II. Term

Specific service deliverable timelines shall be defined in authorized Task Orders.

III. Subcontractor Responsibilities

In addition to all other obligations contained herein, Subcontractor agrees:

- A. To furnish all material, equipment, labor and supplies in such quantities and of the proper quality to perform Services in a professional and timely manner;
- B. To proceed with diligence and promptness and hereby warrants that such Services shall be performed to the satisfaction of RCAC in accordance with the highest professional workmanship and service standards in the field;
- C. To comply, at Subcontractor's own expense, with the provisions of all state, local and federal laws, regulations, ordinances, requirements and codes which are applicable to the performance of the Services hereunder or to Subcontractor as an employer;
- D. That Subcontractor is an independent organization and not the agent, employee or servant of RCAC, and that:
 - 1. Subcontractor does not have the authority to act for RCAC or to bind RCAC in any respect whatsoever, or to incur any debts or liabilities in the name of or on behalf of RCAC;
 - 2. Subcontractor has and hereby retains full control of and supervision over the performance of Subcontractor obligations and full control over any persons employed by Subcontractor for performing the Services;
 - 3. Subcontractor shall satisfy all tax and other governmentally imposed responsibilities as a self-employed person and/or independent Subcontractor or including, but not limited to, payment of state, federal and social security taxes, unemployment taxes, workers' compensation (as applicable by law) and self-employment taxes.

IV. Compensation

A. Payment

As compensation for satisfactory performance of the Agreement, RCAC shall pay the

Subcontractor the amount set forth in the Task Order, subject to additions and deductions as provided for herein. The method for charging shall be as specifically set forth in authorized Task Orders. In no event shall that amount be exceeded, nor shall RCAC be liable for payment in excess of this amount unless RCAC authorizes an increase in writing.

Subcontractor shall notify RCAC in writing if Subcontractor has reason to believe that expenses incurred within the next 60 days, when added to costs previously incurred, will exceed the authorized amount specified in the Task Order.

B. Request for Payment

Subcontractor shall submit a Request for Payment form (Attachment B) for all Services performed. Mail Payment requests to RCAC, Attn: Grants and Contracts Administration, 3120 Freeboard Drive, Suite 201, West Sacramento, CA 95691.

In the event that RCAC disputes any payment request item, RCAC will notify Subcontractor within five working days of receipt of the payment request. RCAC will approve payment of non-disputed items. RCAC and Subcontractor will proceed to negotiate and then arbitrate the disputed items as specified elsewhere in this Agreement.

V. Indemnification

Subcontractor covenants and agrees to at all times save, defend, pay attorneys' fees and costs, indemnify and hold harmless RCAC, its directors, officers, employees and agents, from and against any and all manner of claim, demand, notice, proceeding, suit, action, cause of action, damages, order, decree or judgment claimed, filed, made, asserted or secured against RCAC, its directors, officers, employees or agents, by any person, firm, corporation, organization or entity which is in any way related to any actions (or lack of action) by RCAC, its directors, officers, employees or agents under this Agreement, pursuant hereto or in any way connected herewith. Subcontractor's obligations under this section shall survive the expiration of this Agreement or the termination hereof for any reason whatsoever.

VI. Insurance

- A. By execution of this Agreement, Subcontractor agrees that the required insurance policies shall be in effect at all times during the term of this Agreement. The Subcontractor agrees to submit a Certificate of Insurance naming RCAC as an additional insured. Subcontractor shall provide RCAC with written notice at least 30 days prior to cancellation or reduction of insurance coverage to an amount less than that required in this Agreement. If said insurance coverage expires at any time during the Agreement, Subcontractor agrees to provide a new Certificate of Insurance at least 30 days prior to expiration date.
- B. Subcontractor shall maintain standard Workers' Compensation as required by law in state where service is performed.
- C. Subcontractor operating a motor vehicle in conduct of RCAC business is required to carry Subcontractor's own Comprehensive General Liability Insurance coverage in the amount of at least \$100,000/ \$300,000 and uninsured motorist coverage.
- D. Subcontractor shall maintain Professional/Errors & Omissions Liability Insurance that will protect the Subcontractor against legal liability from alleged negligence or errors and omissions, including personal injury, which may arise from the performance of the Subcontractor's duties and obligations under this contract, and for three years thereafter, whether such operations be by the Subcontractor, the Subcontractor's staff, or by any vendor or anyone directly or indirectly employed by either of them. The minimum acceptable limits of liability to be provided by such Professional Liability Insurance are \$1,000,000 each occurrence, \$2,000,000 aggregate.

VII. Notice

Any notice given hereunder by either party shall be in writing and deemed given when sent by certified mail.

- A. Notices to RCAC shall be addressed to:
Rural Community Assistance Corporation, Procurement and Facilities,
3120 Freeboard Drive, Suite 201, West Sacramento, CA 95691
- B. Notices to Subcontractor shall be addressed to:
«First_Name» «Last_Name», «Title»
«Company_Name»
«Address_Line_1», «City», «State» «ZIP_Code»

If either party changes its address during the term herein, it shall advise the other party in writing and any notice thereafter shall be sent by certified mail to the new address.

VIII. Termination

If Contractor fails or refuses to perform any of the terms of this Agreement, including poor services, work or materials, RCAC may, by written notice to Contractor, terminate this Agreement in whole or in part. In addition to any right to terminate, RCAC may enforce any remedy available at law or in equity in connection with such default, and Contractor shall be liable for any damages to RCAC resulting from Contractor's default. RCAC further reserves the right to immediately obtain such work or services from other entities in the event of Contractor's default.

SUSPENSION OR TERMINATION OF AGREEMENT BY RCAC

RCAC, at any time, may order Contractor to immediately stop work on this Agreement, and/or by thirty (30) days written notice may terminate this Agreement, with or without cause, in whole or in part, at any time. Upon receipt of such notice, the Contractor shall immediately discontinue all services affected (unless the notice directs otherwise), and deliver to RCAC all data (including electronic data), drawings, specifications, reports, project deliverables, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing this Agreement whether completed or in process (unless otherwise directed by the notice).

- a. If the termination or stop work order is due to the failure of the Contractor to fulfill any of its Agreement obligations, RCAC may take over the Work and prosecute the same to completion by contract or otherwise.
- b. Should the Agreement be terminated or work is stopped not due in any way to the fault of the Contractor, the Contractor shall only be entitled to compensation for services actually performed and materials actually supplied prior to notice of termination or to stop work and which are approved by RCAC and any applicable federal or state approving agency. No profit, overhead, or any other costs of any type are allowed after the date of such notice of termination or stop work order.

The rights and remedies of RCAC provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement and RCAC may pursue any and all such rights and remedies against Contractor as it deems appropriate.

IX. Attorney Fees

Failure to perform the Services described in a signed Task Order shall be considered default, and RCAC may pursue all remedies herein. In the event that RCAC is compelled to commence or maintain an action to enforce the provisions of this Agreement or to recover damages as a result of a breach of the Agreement or from any other cause arising from said Agreement, RCAC shall be entitled to recover reasonable attorney's fees in addition to costs and necessary disbursements.

X. Authority

Each party has full power and authority to enter into and perform this Agreement. The person signing the Agreement on behalf of each has been properly authorized and empowered to enter into this Agreement. Each party further acknowledges that it has read this Agreement, understands it and agrees to be bound by it.

XI. Attachments

The following Attachments are attached hereto and by reference incorporated herein:

Attachment A: Task Order

Attachment B: RCAC financial forms

Attachment C: Representations and Certifications Form

Attachment D: Scope of Work

XII. Enforcement and Waiver

The failure of either party in any one or more instances to insist upon strict performance of any Agreement terms and provisions, shall not be construed as a waiver of the right to assert any such terms and provisions on any future occasion or of damages caused thereby.

XIII. Severability

Any Agreement terms or provisions which are deemed invalid or unenforceable by virtue of any statute, ordinance, court order, final administrative action or otherwise, shall not render the remaining Agreement terms and provisions invalid or unenforceable.

XIV. Lobbying

By checking off and signing the attached RCAC Representations and Certifications Form, Subcontractor certifies that they shall refrain from all lobbying activities if such activities involve the use of any funds that are the subject of this Agreement or any other funds, programs, projects or activities that flow from this Agreement (Attachment C).

XV. Debarment

Subcontractor hereby certifies to the best of its knowledge that it or any of its officers:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
- B. Within a three-year period preceding this Agreement, have not been: convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or Agreement under a public transaction; or in violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in

paragraph two of this certification; and

- D. Within a three-year period preceding this Agreement, have not had one or more public (federal, state or local) transactions terminated for cause or default.

XVI. Drug Free Workplace

By checking off and signing the attached RCAC Representations and Certifications Form, Subcontractor certifies that they maintain a drug free workplace (Attachment C).

XVII. Nondiscrimination

Subcontractor hereby certifies compliance with the following:

- A. Federal Executive Order 11246, as amended by Executive Order 11375, relating to equal employment opportunity.
- B. Title VI and Title VII of the Civil Rights Act of 1974, as amended.
- C. Rehabilitation Act of 1973, as amended.
- D. Vietnam Era Veterans Readjustment Assistance Act of 1972, as amended.
- E. Title 41, Code of Federal Regulations (CFR), Chapter 60, Office of Federal Agreement Compliance Programs, Equal Employment Opportunity, Department of Labor, as amended.
- F. Public Law 101-336, Americans with Disabilities Act of 1990.
- G. Affirmative Action Laws.

XVIII. Publication, Reproduction and Use of Material

As a condition to the Agreement, Subcontractor agrees to provide RCAC two copies of all written materials used during any training or technical assistance provided under Attachment A, when applicable. Any material produced or other activities undertaken related to this program must clearly state that they were funded by RCAC.

XIX. Confidentiality

Any reports, information or data given to, prepared or assembled by Subcontractor under this Agreement, which RCAC requests in writing to be kept confidential, shall not be made available to any individual or organization by Subcontractor without prior written approval from RCAC.

XX. Record Keeping

RCAC, The State of California, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to this specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions. All records connected with this contract will be maintained in a central location by the unit of local government and will be maintained for a period of five (5) years from the official date of the State's final closeout of the grant.

XXI. Inspections

Subcontractor agrees that RCAC or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Subcontractor agrees to maintain such records for possible audit for a minimum of

three years after final payment, unless a longer retention period is stipulated. Subcontractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.

XXII. Audits

If applicable, non-federal entities that expend \$750,000 in federal awards or more per year shall conduct a single or program audit for that year in accordance with the provisions of OMB Circular A-133, Subpart B, Audits. Non-federal entities that expend less than \$750,000 in federal awards per year are exempt from federal audit requirements for that year. All records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity and General Accounting Office (GAO).

- A. The auditee shall prepare a schedule of federal award expenditures for the period covered by the auditee's financial statements. The auditee shall provide total federal awards expended for each individual federal program and the Catalog of Federal Domestic Assistance (CFDA) number or other identifying number when the CFDA information is not available.
- B. Subcontractors shall submit two copies of the required audit report to RCAC within six months of the end of the Subcontractor's fiscal year. Upon written request and explanation from the Subcontractor's CPA, an additional 30-day extension may be granted by RCAC. *Submit audit reports to: Rural Community Assistance Corporation, Attention: Corporate Procurement Administration, 3120 Freeboard Drive, Suite 201, West Sacramento, CA 95691 or email skarpenske@rcac.org*
- C. All Agreements entered into by Subcontractor with audit firms for purposes of conducting independent audits under this Agreement shall contain a clause permitting any duly authorized state or federal government representative access to the working papers of said audit firm(s).

XXIII. Governing Law

This Agreement shall be construed and interpreted in accordance with, and its performance governed by, the laws of the State of California.

XXIV. Dispute Resolution/Arbitration

RCAC and the Subcontractor hereby agree to meet and confer in good faith in an attempt to resolve any dispute, controversy or claim arising under this Agreement (including the breach, termination or validity hereof). If the dispute is not resolved, the matter shall be resolved by arbitration in accordance with the Commercial Rules of the American Arbitration Association. The arbitration shall be held in Sacramento, California. Upon RCAC's or Subcontractor's written election to resolve any matter by arbitration pursuant to this section, RCAC and Subcontractor hereby expressly agree: (i) to submit the matter to the jurisdiction of the arbitration panel, and (ii) that judgment on the award rendered by the arbitrator shall be final and may be entered in any court having jurisdiction. In invoking this arbitration provision, RCAC shall not be deemed to have waived any rights, immunities or privileges to which it is entitled, including, but not limited to, the right to obtain injunctive relief and other measures from a competent court. The obligations and duties of this agreement shall survive in full the termination of this Agreement.

XXV. No Action Pending

Subcontractor represents and warrants that there is no action, suit, investigation or proceeding pending or, to the knowledge of Subcontractor, threatened, by or before any court or governmental

or administrative body or agency which may reasonably be expected to result in a material adverse change in the activities, operations, assets or properties, in the tax-exempt or non-private foundation status, or in the condition, financial or otherwise, of Subcontractor, or to impair the ability of Subcontractor to perform their respective obligations under this Agreement.

Subcontractor shall promptly advise RCAC in reasonable detail should any action, suit, investigation or proceeding be instituted or commenced against Subcontractor that could have a material adverse effect upon the activities, operations, assets or properties, or the tax-exempt or non-private foundation status, or in the condition, financial or otherwise, of Subcontractor.

XXVI. Non-Delinquency

Please check the appropriate statement:

- ☐ Not delinquent on any federal debt
- ☐ Delinquent on any federal debt

XXVII. Entire Agreement, Amendments and Modification

This Agreement, including all attachments, constitutes the entire Agreement between RCAC and Subcontractor with respect to the subject matter of this Agreement and these provisions shall supersede or replace any conflicting or additional provisions which may be contained in any other writing, document or the like. In the event of a conflict between any provisions appearing in any other writing and in this Agreement, the provision of this Agreement shall be controlling.

This Agreement may not be modified or amended except in writing with the same degree of formality with which this Agreement has been executed. In Witness Whereof, the parties have caused their duly authorized representatives to sign this Subcontractor as of the date first stated above.

Rural Community Assistance Corporation
3120 Freeboard Drive, Suite 201
West Sacramento, CA 95691
916/447-2854; 916/447-2878 fax

«Company_Name»
«Address_Line_1»
«City», «State» «ZIP_Code»
«Work_Phone»; «Agreement_» fax

David Ebenezer
Chief Financial Officer

Subcontractor Signature

Name/Title

Date

Date

Tax ID Number

F:\FINANCE\Contracts\Contract Templates\Subcontract Template.doc



Rural Community Assistance Corporation Task Order Form

Task Order: «Agreement_»		Performance Period:	
Issued to: «Company_Name» «Address_Line_1» «City», «State» «ZIP_Code»		Contact/Telephone no.: «First_Name» «Last_Name», «Title» «Work_Phone»; «Agreement_» fax «Email_Address»	
Issued by: Rural Community Assistance Corporation 3120 Freeboard Drive, Suite 201 West Sacramento, CA 95691		Contact/telephone no.:	
Scope of Work: Subcontractor will perform the tasks described in the attached Scope of Work document (Attachment D) _____ _____			
Compensation: <ul style="list-style-type: none">▪ Invoicing will be submitted to RCAC as each task is completed and RCAC will reimburse within 30 days of invoice submittal.▪ All requests for payments must reference Subcontract No. «Agreement_», Task Order No. 1. Mail payment requests to RCAC, Attn: Environmental Grants and Contracts Administration, 3120 Freeboard Drive, Suite 201, West Sacramento, CA 95691.			
All terms and conditions included in Subcontract «Agreement_» are applicable to this Task Order.			
Signature for RCAC:		Type name and title: David Ebenezer Chief Financial Officer	Date:
Signature for «Company_Name»:		Type name and title:	Date:

Attachment C
OFFER SECTION

(Including all information required to be submitted with offer)

1. OFFEROR

Firm Name: _____

Contact Name: _____

Principal Address: _____

Phone: _____

Local Address: _____

Phone: _____

Fax: _____

E-Mail: _____

Type of Organization: _____

Tax ID #: _____

2. Payment Terms:

A. Prompt Payment Terms: _____

B. Tax Percentage (if applicable): _____

C. Options and Alternatives: _____

D. Will you accept automated clearinghouse (ACH) for payment of invoices? _

3. REFERENCES (Attach additional pages as needed):

Provide names, addresses and telephone numbers of government agencies/business' to which you have provided similar goods or equipment.

A. Entity: _____

Address: _____

Contact: _____

Phone: _____

Email: _____

Goods or Services supplied and when provided: _____

B. Entity: _____

Address: _____

Contact: _____

Phone: _____

Email: _____

Goods or Services supplied and when provided: _____

C. Entity: _____

Address: _____

Contact: _____

Phone: _____

Email: _____

Goods or Services supplied and when provided: _____

4. Intent to be bound by Offeror:

SIGNATURE PAGE

**If OFFEROR
is:**

An Individual

By: _____
(Individual's Signature)

(Printed or Typed
Name of Individual)

Doing business as: _____

License or Registration No.: _____

Business Address: _____

Phone No.: _____

A Partnership

By: _____
(Firm Name)

(Partner's Signature)

**(Printed or Typed
Name of Partner)**

License or Registration Number:

Business Address:

Phone No.:

A Corporation

By:

(Corporation Name)

(State of Incorporation)

By:

(Signature of Officer
Authorized to Sign)

(Printed or Typed Name of
Officer)

Attest:

(Secretary)

Federal I. D. Number:

Business Address:

Phone No.:

A Joint Venture

By:

(Signature)

(Printed or Typed Name)

(Address)

By:

(Signature)

(Printed or Typed Name)

(Address)

(Each party to the joint venture must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

Attachment D
NON-COLLUSION CERTIFICATE

I HEREBY CERTIFY I am the

(Firm Title)
and the duly authorized representative of the firm of

Whose address is _____ AND
THAT NEITHER I nor, to the best of my knowledge, information and belief, the above firm
nor any of its other representatives, I here represent have:

- (a) Agreed, conspired, connived or colluded to produce a deceptive show of competition in the compilation of the bid or offer being submitted herewith;
- (b) Not in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the bid price or price proposal of the bidder or offeror herein or any competitor, or competitive bidding in connection with the Contract for which the enclosed bid or offer is submitted.

In making this affidavit, I represent that I have personal knowledge of the matters and facts herein stated.

Date

Signature

Printed or Typed Name

Attachment E
Non-Discrimination Certification
Employment discrimination by contractor prohibited.

Every contract over one thousand dollars (\$1,000.00) shall include or incorporate by reference the following provisions:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
2. The contractor will include the provisions of the foregoing paragraphs a, b, and c in every subcontractor or purchase order of over ten thousand dollars (\$10,000.00), so that the provisions will be binding upon each subcontractor or vendor.

In making this affidavit, I represent that I have personal knowledge of the matters and facts herein stated.

Date

Signature

Printed or Typed Name

