



## **Request for Qualifications:**

Duharts Creek Critical Infrastructure  
Protection and Stream Restoration Project

SECTIONS WITHIN THIS REQUEST:

- a. Notice and Contact Information
- b. Request for Qualifications
- c. Statement of Qualifications Content Requirements
- d. Sample SOQ Evaluation Form
- e. Special Terms and Conditions

***NOTICE OF REQUEST FOR QUALIFICATIONS (RFQ)***

Notice is hereby given that the City of Gastonia is conducting a qualification based selection process to retain a proponent for professional engineering services for Duharts Creek Critical Infrastructure Protection and Stream Restoration Project

The City of Gastonia invites interested firms/teams to submit a written Statement of Qualifications (SOQ) relating to this solicitation. Proponents are invited to review the information and to submit their SOQ in accordance with the criteria established within this RFQ. A Project Screening Committee will evaluate firms'/teams' qualifications and experience with similar projects. The City will rank the submittals and create a short list of firms/teams to interview before selecting the best qualified firm/team. The firms/teams determined to be best qualified through review of the submitted SOQs will be invited to interview with a project committee and the firm/team being most qualified will be selected for negotiations to complete the project. Should negotiations become unsuccessful, the second ranked firm/team will be invited to enter negotiations.

**Written questions regarding this RFQ must be received by Friday, December 1<sup>st</sup> 2023, no later than 12:00 PM.** Email questions are acceptable but must contain the wording "Duharts Creek Critical Infrastructure Protection and Stream Restoration Project" in the subject line. Questions may then be responded to as an amendment to this document and posted to the solicitation within an anticipated three (3) working days after questions deadline. Oral statements or instructions shall not constitute an amendment to this RFQ.

All submittals must be received by the deadline specified herein. Any submittals received after the due date and time specified will not be considered. The City of Gastonia reserves the right to reject any or all submittals, or to withhold awarding a contract for any reason it may determine, and to waive or not to waive any informalities in any submittal. Contact with City Council or other influential individuals to the selection process regarding this RFQ is expressly forbidden and shall be grounds for immediate rejection from the process. All information regarding the content of the specific submittals will remain confidential until sealed proposals are opened.

**POINT OF CONTACT:**

Robert Cloninger, Assistant Director of Public Works  
City of Gastonia  
1300 N. Broad Street  
Gastonia, NC 28053

**Mail:**

PO Box 1748  
Gastonia, NC 28054  
Robert.cloninger@gastonianc.gov  
704-685-2244

<p>Submittals must be received before the deadline and they may be mailed to:</p> <p>City of Gastonia – Public Works PO Box 1748 Gastonia, NC 28053 Attention: Robert Cloninger, Assistant Public Works Director</p> <p>Or delivered to:</p> <p>City of Gastonia – Public Works 1300 N. Broad Street Gastonia, NC 28053</p>	<p><u>Submittal Deadline:</u></p> <p><b>12:00 PM</b></p> <p><b>Friday, December 08<sup>th</sup>, 2022</b></p>
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**NOTICE OF REQUEST FOR QUALIFICATIONS (RFQ)**

**I. DEFINITIONS**

- A. “The Owner” means officers or employees of the City of Gastonia.
- B. “Proponent” means the person or firm/team responding.
- C. “Statement of Qualifications” or “SOQ” means the submission received from a Proponent in response to this RFQ.
- D. “Request for Qualifications” or “RFQ” means the entire document, including all of the documents and any addenda thereto issued before the RFQ closing time.

**II. BACKGROUND**

The City of Gastonia is located in the Catawba River basin and is comprised of four major watersheds; Long, Crowders, Catawba and Duharts Creek. The municipal stormwater system consists of more than 165 miles of pipe and 18,000 stormwater structures for gathering, draining and transporting runoff.

Duharts Creek, located along the east side of the City of Gastonia, is vulnerable to flooding and erosion from more frequent precipitation events. In recent years, storms have increased in severity, contributing to an increase in bank erosion and larger flood volumes, putting critical infrastructure in peril.

### **III. SCOPE OF SERVICES**

The City of Gastonia Public Works Department is soliciting RFQ's for the design, permitting, bidding, FEMA BRIC grant program management and other related engineering services common to infrastructure relocation, stream restoration and flood mitigation. The targeted infrastructure project will aim to protect vulnerable public utility and municipal infrastructure as well as at-risk properties from heavy rain events and significant erosion. This project will generally entail the stabilization of Duharts Creek and realignment of critical sewer infrastructure. Additionally, the stream restoration and bank stabilization design approach will need to emphasize nature-based solutions and materials, to better achieve stability within this reach of Duharts Creek banks to reduce the severity of erosion and encroachment from future flood events on the sewer infrastructure.

### **IV. SUBMISSION INSTRUCTIONS**

- A. No contact shall be made with Gastonia City Council as this shall be grounds for dismissal of RFQ submittal.
- B. All questions should be submitted in writing to the Point of Contact listed above.
- C. SOQs will be received prior to deadline in person at Public Works or by mail (information at beginning of RFQ).
- D. SOQs submitted via fax or email are not acceptable and will not be considered.
- E. Proponents will be evaluated on experience and qualifications. Project fee related information is not requested (excepting Section II, subsection D, paragraph 1) and will not be used in the evaluation process. Receiving project fee related information will be grounds for dismissal of the RFQ submittal. Firms/Teams shall submit their standard rates for positions involved in the Project.
- F. Clearly indicate on the envelope the name of the Proponent and the name of the Project for which the SOQ is being submitted.
- G. Refer to the section SOQ Content Requirements for detailed instructions.
- H. There will not be a pre-proposal conference for this project.
- I. There will not be a public opening of the SOQs with Proponents present.

### **V. COST OF SUBMISSION AND OWNERSHIP OF SOQ**

- A. The City of Gastonia is not responsible for any costs incurred by Proponents in preparing, submitting, or presenting their SOQs.
- B. Except as otherwise provided in this RFQ, all SOQs become the property of the City upon submission and will not be returned.

## **STATEMENT OF QUALIFICATIONS CONTENT REQUIREMENTS**

This section specifies in detail the form and minimum content requirements for information required to be submitted in each SOQ. Proponents may, at their discretion, include additional information which they consider relevant to ensure a full and proper evaluation, provided that the specified maximum allowable number of pages is not exceeded.

### **I. SUBMITTAL FORMAT**

- a. Three (3) bound copies and a PDF provided on a flash drive is required of each submittal. The material should be in sequence and related to the solicitation. The sections of the

submittal shall be tabbed to match SOQ and be clearly identifiable. Failure to include all requested information will result in the proponent being non-responsive and may result in the rejection of the proponent's submittal.

- b. Cover letter expressing interest in the available project. It shall also identify a principal and secondary individual as point of contact for any future correspondence and be a maximum of two pages.
- c. Page size of the SOQ shall be 8 ½" x 11" with a minimum font size of 10. A maximum of two (2) 11" x 17" pages will be allowed (one (1) page if double sided). Note: this will count towards the page limit.
- d. No more than 20 pages' single sided or 10 pages' double sided. Note: divider tabs (if used), Cover Letter and Table of Contents do not count towards the page limit and shall not include pertinent information to be evaluated.

## II. SOQ CONTENT

Please provide the following in this order:

- a. Cover Letter/Letter of Interest (does not count toward page limit; two (2) page maximum)
  - i. Principal and secondary contact for the project including mailing address, email, phone numbers, and appropriate license numbers. At least one of these individuals shall have the ability to negotiate Contract conditions for the Proponent.
  - ii. Provide a statement of interest, including a narrative describing the firm's unique qualifications and answering the specific question "why should the City select your firm/team for this project?"
- b. Table of Contents Page (does not count toward page limit)
- c. Firm Profile
  - i. Provide general information about the Proponent, which needs not be specific to this RFQ. Include history of the firm, years in business, office locations, number of staff, types of services provided and specialist areas of expertise. Indicate office location from which services will be provided. This includes any sub-consultants.
  - ii. Statement that the Proponent is licensed to provide required professional services in the State of North Carolina.
  - iii. Statement (confirmation) of current general liability insurance as required to provide services.
- d. Experience and Qualifications of the Proposed Team
  - i. Provide a minimum of three similar projects (completed within the last five years) for which your team was responsible and which you consider to be a demonstration of your team's ability, including project title, reference (name, phone, email), location, design fees, engineers cost estimate, bid amount, approximate construction cost, year completed, and members of proposed team included with project and their role on it. Include information on how actual project cost compared to engineers cost estimate. Provide a narrative explaining any differences.
  - ii. Please provide a minimum of three (3) unique municipality references (should references in item D (1) above be duplicated, may provide a reference without a project).
  - iii. Submit qualifications on the team and explain why your team is especially well qualified to perform the required services.

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1. Provide the experience of the proposed team on similar projects. Identify type and location of similar work to illustrate work quality and the role of each proposed team member. Show how the experience relates to the categories outlined.

*NOTE: Projects used as examples of similar work shall be clearly noted if the work was done by individuals while employed by other firms. The only projects which you may claim without attribution are those projects actually produced by your firm/team. Improper or misleading credit for projects, in our view, is an adverse reflection on a firm's integrity and may be grounds for rejection of those projects from your experience or record or dismissal of the entire RFQ submittal.*

III. Experience and Qualifications of Proposed Team Members (this information will count toward page limit).

- i. Provide an organizational chart demonstrating your team's leadership, key team members and any proposed sub-consultants along with project roles. Identify projects, if any, where team in SOQ worked together on projects.
- ii. Provide experience and qualifications of key team members via resumes, who will be responsible for this project (with any critical sub-consultant). Include work experience, education, licenses, registrations, or certifications applicable to the proposed work.
- iii. Identify team experience on similar projects and the extent of team involvement including time commitment.
- iv. Indicate office location of each team member.

IV. Project Approach

- i. Proponents shall provide a description of their approach to the project, including any information that may differentiate your team. Your approach should include (not necessarily in this order), at a minimum, the following:
  1. Technical approach
  2. Project management approach, including assigning personnel (man-loading) to a project of this size, duration, and how such relates to the proposed scope of services (including sub-consultants)
  3. FEMA BRIC grant program requirements
  4. Budget and schedule control
  5. Quality management
  6. Your expectations of City and Public Utilities during this process.

V. Interview

If selected for an interview, firm/team shall present project vision and preliminary thoughts as part of the interview presentation.

**SAMPLE OF EVALUATION FORM**

The City of Gastonia will rate submitted SOQs based on, but not limited to, the criteria below:

Overall reputation of firm/team through client satisfaction
Key team members – experience and qualifications
Project references specific to this type of service
Experience with applicable regulatory agencies and permitting
Experience in providing these services to local governments
General project understanding and approach
Innovation and/or alternative engineering methods, quality of designs including plans and specifications, accuracy of cost estimates
Proposed schedule
Unique qualities that would make firm/team best suited for project

**SPECIAL TERMS AND CONDITIONS**

- I. **SOFTWARE COMPATIBILITY:** For the purposes of aiding the Proponent in the performance of their obligation under this Contract, the City shall furnish upon request all relevant data in the City’s possession and shall direct City officers, agents, and employees to render all reasonable assistance to Proponent in connection with Proponent’s performance under this Contract. The provision of such aid, assistance, information or services as received from the City shall in no way relieve the Proponent from obligations under this Contract. The City does not warrant the compatibility of City furnished data, either electronic or in any form, with the Proponent’s software. All costs associated with data conversion or software upgrades and conversions shall be borne by the Proponent.
  
- II. **KEY PERSONNEL:** It is essential that the Proponent provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this Contract. The Proponent agrees to assign specific individuals to the key positions. The Proponent agrees that once assigned to work under this Contract, key personnel shall not be removed or replaced without written notice to the City.  
If key personnel are not available for work under this Contract for a continuous period exceeding five (5) calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Proponent shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.  
Selected Proponent must be able to appropriately staff the project within ten (10) days of City Council award.
  
- III. **OTHER CONTRACTS:** The City may enter into Contracts for additional work related to this project. The Proponent shall fully cooperate with other contractors, design firms, and with City employees to accommodate such other work. The Proponent shall not commit or permit any act that interferes with the performance of such work by other contractors.

IV. **COMPENSATION AND METHOD OF PAYMENT:** In consideration of the performance of the services described in the Scope of Services, the City shall pay the Proponent in accordance with the negotiated contract rates, and the Proponent shall charge the City only in accordance with those same rates. The City will pay the Proponent following the submission of deliverables, as per contract, and of itemized invoice(s). Each itemized invoice must bear a written certification by an authorized City representative confirming the services for which payment is requested.

V. APPENDIX D

#### **Required Federal Contract Provisions**

This appendix includes required provisions under Appendix II to Part 200-Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

##### **A. CLEAN AIR ACT**

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

The contractor agrees to report each violation to the Client and understands and agrees that the Client will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

##### **B. FEDERAL UNIFORM GUIDANCE REGULATIONS**

Pursuant to Federal Uniform Guidance regulations, in order to be considered for a contract award, the responding entity must obtain a Unique Entity Identifier (UEI) by creating and maintaining a registration on the SAM.gov Federal website. It is the responsibility of the entity awarded the contract to maintain their UEI and SAM.gov registration. No entity will be awarded a contract utilizing Federal dollars without satisfying this provision.

##### **C. FEDERAL WATER POLLUTION ACT**

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

The contractor agrees to report each violation to the Client and understands and agrees that the Client will, in turn, report each violation as required to assure notification to the North Carolina Department of Public Safety, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

##### **D. DEBARMENT AND SUSPENSION**

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



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The contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

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

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

#### **E. BYRD ANTI-LOBBYING AMENDMENT**

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

#### **F. PROCUREMENT OF RECOVERED MATERIALS**

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

Competitively within a timeframe providing for compliance with the contract performance schedule; meeting contract performance requirements; or at a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA’s Comprehensive Procurement Guidelines webpage: <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

#### **G. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES**

a. *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

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b. *Prohibitions.*

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

c. *Exceptions.*

(1) This clause does not prohibit contractors from providing—

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

(i) Covered telecommunications equipment or services that:

i. Are *not used* as a substantial or essential component of any system; *and*

ii. Are *not used* as critical technology of any system.

(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

d. *Reporting requirement.*

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or sub-recipient, unless elsewhere in this contract are established procedures for reporting the information.

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(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

e. *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

## **H. DOMESTIC PREFERENCES FOR PROCUREMENTS**

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

## **I. ACCESS TO RECORDS**

The Contractor agrees to provide the Client, the North Carolina Division of Emergency Management, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the Client and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

**J. DHS SEAL, LOGO, AND FLAGS**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.

**K. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS**

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

**L. NO OBLIGATION BY FEDERAL GOVERNMENT**

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

**M. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

**N. AFFIRMATIVE SOCIOECONOMIC STEPS**

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

**O. LICENSE AND DELIVERY OF WORKS SUBJECT TO COPYRIGHT AND DATA RIGHTS**

The Contractor grants to the Client, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the Client or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the Client data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the Client.

**VI. ADDENDA**

- a. Anti-Lobbying Certificate
- b. Debarment Certification Form
- c. FEMA Federal Terms and Conditions