



# HENDERSON COUNTY

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**Memorandum To:** *Interested Bidders*

**From:** *Betsy Gerwig, Conservation Engineer*

**Subject:** ***Request for Qualifications for Engineering of Lewis Creek Stream Restoration***

**Date:** *March 10, 2021*

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**Purpose:** The purpose of this Request for Qualifications is to solicit responses from qualified firms to develop and implement a stream restoration project on Lewis Creek at the Edneyville Community Center in Edneyville, North Carolina.

The Henderson County Soil and Water Conservation District requests qualifications from firms with a strong background in stream restoration to provide planning, surveying, design, permitting, and construction oversight for the restoration of approximately 2,000 ft of Lewis Creek located on the property of Edneyville Community Center.

**Sealed Proposals are due:** Friday, April 9, 2021 at 3:00PM EST  
Henderson Soil & Water Conservation District Office  
Attn: Betsy Gerwig  
61 Triple Springs Road  
Hendersonville, NC 28792

## **Details/Scope of Work:**

The goal of this project is to stabilize the streambanks by using natural stream channel design methodology. The restoration will include the construction of a low floodplain, riparian buffer, in-stream structures including but not limited to toe wood and log vanes, an educational access point, and a new walking trail. The majority of work will occur on the County owned property.

Firm is requested to provide the following services:

- 1) Survey, design and permit the project to include the following:
  - a. a low floodplain
  - b. riparian buffer
  - c. in-stream structures as needed
  - d. an educational access point
  - e. a walking trail
- 2) Aid the County in reviewing the work of the County selected construction companies work product during select phases of construction to ensure compliance with the engineered scope of work. As a result, selected firm can not be involved in the construction phase of this project.



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## 3) as-built drawings and certifications

In developing the design, the selected firm will work closely with Henderson County Soil & Water staff to develop and implement a design to meet the goals for the restoration. The firm will also work with staff to address any public concerns about the project and easements with adjoining landowners if required. The project should result in a stable stream which enhances and improves the water quality of the stream, increases aquatic and terrestrial habitats, provides a stream access location for educational purposes, and will be a demonstration site of stream restoration.

We desire that the permitting and design phases be completed within six months of receipt of a signed contract.

### **Proposal and Submission Requirements:**

Proposals shall include the following information:

1. Introduction: Description of the professional qualifications of the firm and staff proposed for stream restoration services as described. Clearly indicate the experience (with current and previous firms) and roles of staff members. Include information about the firm's professional registration in North Carolina. Include training source(s) in natural channel design (i.e. Rosgen, NCSU, etc.). Include number of linear feet of successful design and installation of stream restoration projects.
2. Work Plan: A description of the approach to stream restoration and work plan proposed to complete the scope of work requested.
3. References: A brief description of projects completed that are similar in scope and size. For each project listed, please include the name of the entity and the name and contact information of the person who would be familiar with the work performed. Include at least one project that required permits from the US Army Corp of Engineers and one project that included the installation of in-stream structures. Include pictures of before and after construction and 2-5 years after final planting.
4. Insurance Requirements: Provide a copy of a certificate of insurance which identifies current levels of professional liability insurance.
5. Fee Schedule: Shall include a fee schedule (hourly rate) of services to be provided by staff members.

Please note, firms may submit prior work product that shows their competence of stream restoration design and construction. However, firms may **NOT** submit work products or designs for the project described in this RFQ. Firms can **NOT** submit an estimated total fee, total contract price, or an estimation of hours involved in completing the project in response to this RFQ.

Responses to the Request for Qualifications must be received by 3:00 PM EST on Friday, April 9, 2021. Three (3) copies of the bid should be signed by an authorized official and mailed or delivered in a sealed envelope to the address below. The envelopes should be clearly marked, "RESPONSE TO RFQ FOR EDNEYVILLE COMMUNITY CENTER STREAM RESTORATION PROJECT" and indicate the name of the firm.



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## Responses must be submitted to:

Henderson County Soil & Water Conservation District  
Attn: Betsy Gerwig  
61 Triple Springs Road  
Hendersonville, NC 28792

## Selection Process

Proposals submitted by the deadline will be evaluated by a selection committee comprised of representatives of the Henderson County Soil and Water Conservation District and the Henderson County Parks & Recreation Advisory Board. The NC Division of Soil and Water will review the proposals and vote in the event of an irresolvable tie. Each firm will be evaluated based upon the matrix below.

Criteria	Weight
Overall quality of the Professional Qualifications of the Firm	30%
Proposed approach and methodology for stream restoration	25%
Previous project descriptions of stream restoration projects	20%
Proposed schedule for completing tasks identified	20%
Location of the Firm	5%

Proposals will be evaluated using a standardized scoring system. Each criteria component will be assigned points ranging from 1 - 5 according to the extent to which the proposed system meets the stated requirements. The points will be assigned as follows:

- 5 points: Fully meets
- 4 points: Meets with minor gaps (no compromise required)
- 3 points: Meets with moderate gaps (some compromise required)
- 2 points: Partially meets with significant gaps (compromise required)
- 1 point: Does not meet

The points for each criteria component will be multiplied by the percentage weight listed above and totaled.

The standard of award for this Request for Qualifications will be based on the demonstrated competence and qualifications of firms to provide a complete stream restoration of Lewis Creek at the Edneyville Community Center. During the review process, staff and a selection committee from Henderson County may request additional clarifying information from any firm that submits a proposal. Staff and the selection committee will evaluate the responses, may interview the top-rated firms, and will make a recommendation to the Board of Commissioners as to the selection of the firm determined to be the most qualified for the project. The Board of Commissioners retains the right to review the proposals separately from staff and the selection committee and make an award based upon their own



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analysis. Should negotiations fail with the initial qualified firm the County may, at its discretion, continue negotiations with lower ranked qualified firms until an agreement is reached.

The County requests that no Henderson County officials be contacted during this process. The Henderson County Soil and Water Conservation District may be contacted only to clarify questions concerning the RFQ.

The County reserves the right to reject any or all bids, waive technicalities and to be the sole judge of suitability of the services for its intended use as allowed by law and further specifically reserves the right to make the award in the best interest of the County.

Failure to respond to any requirements outlined in the RFQ, or failure to enclose copies of the required documents, will disqualify the bid. Minority owned and operated businesses are encouraged to participate in the submission process.

## **Time Schedule for Awarding the Contract:**

All submittals must be valid for 90 days from the response deadline. However, the contract is expected to be awarded by May 2021. Submissions received after the response deadline will be rejected without exception.

Henderson County reserves the right to reject any or all proposals or to select the proposal which in its opinion is in the best interest of the County. The County further reserves the right to waive any minor irregularities in the process.

## **Terms and Conditions**

- I. Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when federal funds are expended by Henderson County, Henderson County reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

**Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor**

- II. Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be affected and the basis for settlement. (All contracts in excess of \$10,000)



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Pursuant to Federal Rule (B) above, when federal funds are expended by Henderson County, Henderson County reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Henderson County also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if Henderson County believes, in its sole discretion that it is in the best interest of Henderson County to do so. The vendor will be compensated for work performed and accepted and goods accepted by Henderson County as of the termination date if the contract is terminated for convenience of Henderson County. Any award under this procurement process is not exclusive and Henderson County reserves the right to purchase goods and services from other vendors when it is in the best interest of Henderson County.

**III. FEDERAL FUNDS:** The source of funds for this contract is federal funds therefore the following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable). To the extent these provisions apply and conflict with provisions of North Carolina law, these provisions shall control. It shall be the responsibility of the contractor to determine whether these provisions apply.

**A.) Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

Pursuant to Federal Rule (C) above, when federal funds are expended by Henderson County on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

**Does vendor agree to abide by the above?**

**YES \_\_\_\_\_ Initials of Authorized Representative of vendor**

**B. Davis-Bacon Act,** as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act



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(40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the **Copeland "Anti-Kickback" Act (40 U.S.C. 3145)**, as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when federal funds are expended by Henderson County, during the term of an award for all contracts and subgrants for construction or repair, the vendor will be in compliance with all applicable Davis-Bacon Act provisions.

**Does vendor agree?**

**YES \_\_\_\_\_ Initials of Authorized Representative of vendor**

- C. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when federal funds are expended by Henderson County, the vendor certifies that during the term of an award for all contracts by



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Henderson County resulting from this procurement process, the vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

**Does vendor agree?**

**YES \_\_\_\_\_ Initials of Authorized Representative of vendor**

- D. Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Henderson County, the vendor certifies that during the term of an award for all contracts by Henderson County resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

**Does vendor agree?**

**YES \_\_\_\_\_ Initials of Authorized Representative of vendor**

- E. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387),** as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by Henderson County, the vendor certifies that during the term of an award for all contracts by Henderson County resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

**Does vendor agree?**

**YES \_\_\_\_\_ Initials of Authorized Representative of vendor**

- F. Debarment and Suspension (Executive Orders 12549 and 12689)**—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and



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Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Henderson County, the vendor certifies that during the term of an award for all contracts by Henderson County resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

**Does vendor agree?**

**YES \_\_\_\_\_ Initials of Authorized Representative of vendor**

- G. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that:

No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf 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;

If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) 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 on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and





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He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

**Does vendor agree?**

**YES \_\_\_\_\_ Initials of Authorized Representative of vendor**

**H. Record Retention Requirements for Contracts Paid with Federal Funds 2 CFR § 200.333**

When federal funds are expended by Henderson County for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

**Does vendor agree?**

**YES \_\_\_\_\_ Initials of Authorized Representative of vendor**

**I. Applicable to Grants, Subgrants, Cooperative Agreements, and Contract in excess of \$100,000 of Federal Funds**

When federal funds are expended by Henderson County for any contract resulting from this procurement process in excess of \$100,000, the vendor certifies that the vendor is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

**Does vendor agree?**

**YES \_\_\_\_\_ Initials of Authorized Representative of vendor**

**J. Certification of Compliance with the Energy Policy and Conservation Act**

When federal funds are expended by Henderson County for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with



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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 (Pub. L. 94-163, 89 Stat. 871).

**Does vendor agree?**

**YES \_\_\_\_\_ Initials of Authorized Representative of vendor**

## **K. Certification of Non Collusion Statement**

Vendor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation, or other business or legal entity

**Does vendor agree?**

**YES \_\_\_\_\_ Initials of Authorized Representative of vendor**

## **IV. State of North Carolina Provisions**

### **A. E-Verification**

To the extent applicable, the Subgrantee represents that it and each of its lower-tier subgrantees, contractors and/or subcontractors performing work pursuant to, or in association with, this Agreement are in compliance with Article 2 of Chapter 64 of the North Carolina General Statutes, including, in particular, the requirement that certain employers verify the work authorization of newly hired employees using the Federal E-Verify system.

**Does vendor agree?**

**YES \_\_\_\_\_ Initials of Authorized Representative of vendor**

### **B. Access to Persons and Records**

The State Auditor and the using agency's internal auditors shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7 and Session Law 2010-194, Section 21 (i.e., the State Auditors and internal auditors may audit the records of the contractor during the term of the contract to verify accounts and data affecting fees or performance). The Contractor shall retain all records for a period of six (6) years following completion of the contract or until any audits begun during this period are completed and findings resolved, whichever is later.

**Does vendor agree?**

**YES \_\_\_\_\_ Initials of Authorized Representative of vendor**

### **C. Choice of Law**

The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, are governed by the laws of North Carolina. The bidder, by signing this Contract, agrees and submits, solely for matters



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concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Henderson County, North Carolina. The place of this Contract and all transactions and agreements relating to it, and their situs and forum, shall be Henderson County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

**Does vendor agree?**

**YES \_\_\_\_\_ Initials of Authorized Representative of vendor**

**D. Gratuities, Kickbacks or Contingency Fee(s):**

The bidder certifies and warrants that no gratuities, kickbacks or contingency fee(s) are paid in connection with this contract, nor are any fees, commissions, gifts or other considerations made contingent upon the award of this contract.

**Does vendor agree?**

**YES \_\_\_\_\_ Initials of Authorized Representative of vendor**

**E. By Executive Order 24, issued by Governor Perdue, and N.C.**

**G.S. § 133-32:** It is unlawful for any vendor or contractor ( i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Natural and Cultural Resources, Environmental Quality, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:

- (1) have a contract with a governmental agency; or
- (2) have performed under such a contract within the past year; or
- (3) anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

**Does vendor agree?**

**YES \_\_\_\_\_ Initials of Authorized Representative of vendor**



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## V. Local Provisions

### A. Compliance with Purchase Order Terms & Conditions

<https://www.hendersoncountync.gov/county/page/doing-business-henderson-county>

**Does vendor agree?**

**YES \_\_\_\_\_ Initials of Authorized Representative of vendor**

### B. Public Record

All bid documents pertaining to this bid are public record unless they are marked as confidential/trade secrets pursuant to NCGS 132-1-1.2. Should a public record request be made for material, which the company contends is not public record as defined by NCGS 132-1.2, it will be the company's duty to defend this in court and indemnify the County.

**Does vendor agree?**

**YES \_\_\_\_\_ Initials of Authorized Representative of vendor**

### C. Disadvantaged Business/Minority Business Participation

For Disadvantaged Business Enterprise requirements, see Minority Business Participation Guidelines posted under Doing Business with Henderson County at <https://www.hendersoncountync.gov/county/page/doing-business-henderson-county>

Bidder shall ensure compliance with Good Faith Efforts, 40 CFR, Part 33, Subpart C.

**Does vendor agree?**

**YES \_\_\_\_\_ Initials of Authorized Representative of vendor**



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**Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above in the Terms and Conditions.**

Vendor's Name/Company Name: \_\_\_\_\_

Address, City, State, and Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Printed Name and Title of Authorized Representative: \_\_\_\_\_

Email Address: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Date: \_\_\_\_\_



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## Certification Regarding Debarment, Suspension, and other Responsibility Matters

The prospective bidder certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal 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 contract under a public transaction; 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 government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State, or local) terminated for cause or default

I understand that a false statement on this certification may be grounds for rejection of this proposal. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

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Typed Name and Title of Authorized Representative

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Signature of Authorized Representative

Date



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BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION  
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned, [Company]\_\_\_\_\_certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, [Company]\_\_\_\_\_ certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

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

\_\_\_\_\_  
Date