



BERKELEY-CHARLESTON-DORCHESTER
COUNCIL OF GOVERNMENTS

PLANNING, PARTNERSHIP & PROSPERITY

REQUEST FOR QUALIFICATIONS

Regional Comprehensive Climate Action Plan

Issued: October 3, 2024
Responses Due: November 1, 2024

CONTACT:

Jason McGarry
Procurement/Contracts Administrator
jasonm@bcdcog.com

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1. Introduction to Agency/Project Objective

The Berkeley Charleston Dorchester Council of Governments (BCDCOG) is an association of local governments that assists in planning for common needs of the three counties and municipalities therein for sound regional development. As such, BCDCOG is soliciting qualification proposals from a consultant or multidisciplinary team of consultants, hereafter referred to as “Consultant”, to assist with the development of a regional **Comprehensive Climate Action Plan (CCAP)** for Berkeley, Charleston, and Dorchester counties in South Carolina. The BCDCOG was awarded a Climate Pollution Reduction Grant (CPRG) through the U.S. Environmental Protection Agency (EPA) to develop a plan that will assess the level of carbon emissions and engage local governments, residents, and stakeholders in developing climate-related strategies that are tailored to their local vulnerability to natural hazards and their long-term economic needs.

The selected Consultant or Consultant team should be able to demonstrate experience facilitating community groups, implementing an equity framework, knowledge around climate change and creating a climate action plan. Also, the consultant must have strong facilitation and communication skills and working knowledge or subject matter expertise in relevant topic areas, as well as experience working with federal grant requirements. The assignment of highly qualified and experienced staff to project deliverables and tasks is critical and will be closely evaluated during the proposal review process.

2. Project Description

BCDCOG seeks to have a Comprehensive Climate Action Plan (CCAP) that establishes climate goals and planning activities that identify and advance strategies for mitigating and adapting to the negative impacts of greenhouse gas (GHG) emissions while providing secondary pollution, health, energy, and economic benefits to residents. BCDCOG views this as an opportunity to engage local governments, residents, and stakeholders in developing climate-related strategies that are tailored to their local vulnerability to natural hazards and their long-term economic needs.

The selected Consultant will be tasked with developing a comprehensive and innovative regional Comprehensive Climate Action Plan (CCAP). The CCAP will include the following components:

- Interagency coordination through a climate action advisory committee
- Review of existing climate-related plans and policies
- Development of a greenhouse gas (GHG) and carbon sink baseline inventory and forecasted emissions
- Quantification of GHG reduction strategies
- Analysis of GHG reduction benefits for the region
- Analysis of GHG reduction benefits for low-income and disadvantaged communities
- Collection of meaningful public feedback through targeted engagement activities and a focus on representatives of disadvantaged communities
- Selection of near- and long-term GHG reduction performance targets
- Analysis of workforce-related needs for implementation of preferred strategies
- Review of the authority to implement preferred GHG reduction strategies
- Identification of opportunities to leverage federal funding for implementation

3. Project Scope

The Consultant shall prepare a **Comprehensive Climate Action Plan (CCAP)** for the tri-county region served by the BCDCOG. Work to be performed by the Consultant on the CCAP consists of the furnishing

of all labor, equipment, materials, expertise, tools, supplies, bonds, insurance, and licenses, and performing all tasks necessary to accomplish work items concerning the preparation and completion of the plan and report, unless specifically excluded as agreed upon by contract.

The BCDCOG seeks to develop a Comprehensive Climate Action Plan (CCAP) with a vision that is equity-centered, community-based, integrated, and capable of achieving emissions reductions goals. The Plan will provide an inventory of greenhouse gas emissions, review greenhouse gas (GHG) reduction efforts and present a framework of strategies to establish reduction targets. Best practice methodologies for goal setting and forecasting emissions along with the ease of calculating those future emissions using inventory data compiled in the process will be included. The CCAP will provide an assessment of the risks that the region is likely to face from impacts of climate and non-climate stressors.

The plan will incorporate the following overarching themes:

- **Social Equity:** The plan should detail impacts on different communities and groups in the tri-county region, and how the implementation will incorporate social equity considerations.
- **Benefits Framing:** The plan should reinforce the benefits of climate energy and focus on how the plan's elements will improve community well-being.
- **Implementation Evaluation:** The plan should discuss both the costs of inaction and the costs of the recommended action.
- **Partnerships:** The plan should incorporate actions that partners can take, and how the community can leverage these partnerships to initiate stronger climate action.
- **Performance progress:** The plan will establish a system to track progress using GHG emissions data, forecasting data and the performance metrics of selected strategies over time. The progress will demonstrate benchmarks, alignment with overall scope, strategy performance metrics and a timeline, including proxy or actual measures that are feasible to be collected annually as well as more detailed periodic analysis.

The plan will be presented in both a hardcopy written document and an online format that is visually appealing, easy to understand, and can easily be exported and/or translated to a variety of media for different audiences.

Staff support will be provided to ensure alignment with these requirements.

The consultant must have strong facilitation and communication skills and working knowledge or subject matter expertise in relevant topic areas. The consultant must have previous experience in facilitating community groups, implementing an equity framework, knowledge around climate change and creating a climate action plan.

4. Key Tasks

The development of the CCAP is expected to require the consultant to complete the following tasks:

Key Task 1. Inventory:

The inventory shall include a review of existing climate-related plans in the region, data collection, and modeling of baseline and horizon GHG emissions. A regional GHG and carbon sink inventory for Berkeley, Charleston, and Dorchester counties shall be developed using industry-accepted quantification methods. The purpose of the inventory will be to improve regional understanding of current and future GHG emissions so that the region can prioritize durable, replicable, and proven actions in the regional climate action plan that reduce GHG emissions and harmful air pollution.

The regional inventory should include data for the following sectors:

- Agriculture (where data is available)
- Carbon sinks (where data is available)
- Electricity generation
- Electricity use (streetlights, traffic signals, etc.)
- Mobile transportation emissions (fleets, employee commutes, business travel, etc.)
- Residential, commercial, and industrial buildings (fuel combustion and electricity use)
- Waste management (solid waste and wastewater treatment facilities)

BCDCOG anticipates that the inventory for the three counties will primarily focus on **scope 1 (direct), and 2 and 3 (indirect) emissions** released from activities within the region's boundaries and that can be influenced by municipal, county, regional, or state interventions. Results from the inventory will be quantified regionally, then separately for each County to allow for the development of both regional and local goals and targets. Although Charleston County recently completed a GHG inventory as part of its *Climate Action Plan*, the inventory will be updated as part of the regional plan. The results for all three counties will be aggregated together to estimate the total GHG emissions and carbon sink benefits for the entire region.

For each sector and underlying emission source, the following **GHGs** in the regional inventory, should be summarized in Metric Tons (MT):

- Carbon dioxide (CO₂)
- Hydrofluorocarbons (HFCs)
- Methane (CH₄)
- Nitrous oxide (N₂O)
- Perfluorocarbons (PFCs)
- Sulfur hexafluoride (SF₆)

Where appropriate, GHGs should also be summarized in Metric Ton of Carbon Dioxide equivalent (**MTCO₂e**) as a common measurement for how much heat is trapped in the Earth's atmosphere by one metric ton of a given GHG emission compared to one metric ton of CO₂.

Key Task 2: GHG Emission Projections:

After defining a scope and collecting data for a particular base year, emission factors will be applied to the data using industry-accepted protocols and tools to estimate total emissions by sector and source for a base year, a **near-term business-as-usual forecast (2030-2035)**, and a **long-term business-as-usual forecast (2050)**. This will be done in a user-created spreadsheet or using a pre-built tool. As feasible, estimated emissions will be benchmarked against those of similarly-sized local governments to check if the estimates are on the same order of magnitude, if data is available.

Key Task 3: GHG Reduction Targets & Reduction Measures

The consultant will conduct a scan of best practices, and create climate planning goals for the region:

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- 1) Best practice scan of GHG reduction goals: The Consultant will research adaptation and mitigation strategy best practices in the United States for identified GHG emissions and carbon sink sectors.
- a) The consultant will provide 4-8 options of potential community-wide and regional government GHG reduction goals based on best practice models from other municipalities as well as regional plan goals identified in the respective county plans. Goal options should range from aspirational to mid-level goals to status quo; and consider cities and counties that are of similar size, comparable GHG emissions outputs, and other considerations (such as legal, private owned utilities, equity considerations, etc.). GHG reduction goal options should include best practice information of each target reduction goal and the associated methodology. Background information on the goal development and adoption in other municipalities is also requested. Stakeholder groups will provide input and a technical advisory committee will review potential GHG reduction goals and choose options to run forecasting models. Three scenarios models will be Business-as-usual, Fully implemented, near term (2035), and Fully implemented, long term (2050)
- b) The consultant will run forecasting models of potential GHG reduction goals (as identified above) and “business as usual” projections and provide reports to the BCDCOG staff and a technical advisory group to help inform decision making. Each forecasting model will include a best practice scan of potential GHG reduction actions/strategies (considering cities or counties that are comparable to the tri-county region in their GHG emission outputs and other relevant characteristics). Each model will outline a basic plan of actions/strategies that target reaching the specified GHG reduction goal within the varying industries. The consultant will outline general implementation resources needed for each action (including potential costs, other resources, major considerations/implications/benefits, and major stakeholders needed for implementation). The intent would be to create distinct options on potential GHG reduction goals on a region wide and county level scale. Identification of major stakeholder groups to engage in conversations about options for future implementation shall be completed and then within each option, the following will be outlined:
- (i) Strategy name
 - (ii) Problem being solved and description of the strategy, including potential resource needs, potential barriers or opportunities
 - (iii) Documented GHG reduction benefits
 - (iv) Geographic location, if applicable
 - (v) Document case study(ies)
 - (vi) Associated capital and maintenance/operational costs
 - (vii) Required authority and type of agency(ies) responsible for implementing
 - (viii) Timeframe for implementation
 - (ix) Milestones for obtaining legislative or regulatory authority, as appropriate
 - (x) Metrics and methods for tracking progress
 - (xi) identify potential resource needs, potential barriers or opportunities.

Key Task 4: Benefits Analysis:

Using the foundational work of the forecasting and goals, the consultant will work with staff to identify 1-3 GHG reduction goal options for each sector. The outreach and stakeholder engagement in earlier tasks may result in an option being selected for a GHG reduction target, but may also further investigate or include additional stakeholder engagement before selecting a goal. If needed, the consultant will be expected to work with staff to continue to identify key stakeholder groups, and target

education/outreach and feedback strategies based on needs and priorities of these different groups. Best practices for equity considerations should be included.

The consultant will prepare a benefits analysis to be incorporated into the CCAP, with input from the regional stakeholders, using the following **steps** for identifying preferred strategies to reduce GHG emissions and enhance carbon sinks:

Step 1 - Document **existing** policies, ongoing programs, and ongoing or planned projects that are intended to reduce GHG emissions and enhance carbon sinks in Berkeley, Charleston, and Dorchester counties. Documentation will include a thorough description of the strategy, implementing agency(ies), and costs.

Step 2 - Compare existing strategies against the list of best practices identified in 1.3 above and highlight available strategy opportunities that align with the goals identified. Review the **authority to implement** potential new strategies.

Step 3 - Complete a **benefits analysis** of the available strategies, including GHG emissions and carbon sink enhancement (translated into a measure of cost effectiveness), as well as potentially including the following co-benefits:

- Criteria air pollutants (PM_{2.5}, NO_x, SO₂, and VOC)
- Economic impacts
- Health impacts
- Change in risk of hazards to vulnerable communities
- Disbenefits

The analysis will also identify the locations of vulnerable communities in Berkeley, Charleston, and Dorchester counties, analyze the annual probability of hazards occurring within these communities, and estimate the monetary damage to vulnerable communities as a result of these hazards.

After documenting preferred strategies, the selected consultant will analyze the GHG reduction, co-pollutant reduction (such as the following criteria pollutants: PM_{2.5}, NO_x, SO₂, and VOC), and carbon sink enhancement benefits created by the preferred strategies for **vulnerable populations**, as defined by EPA's [IRA low-income and disadvantaged communities map](#) at the Census Tract or Block Group level. The results of the analysis will be summarized and incorporated into the final plan as well as in the form of an interactive map. The results may also include analysis of changes in public health outcomes, access to critical services, household energy cost savings, and good-paying jobs created by the draft strategies that are applicable to **vulnerable communities**. The analysis will, where possible, identify the proportion of benefits expected to accrue in vulnerable communities as compared to the total benefits. This analysis will help to highlight the tradeoffs among the draft strategies for consideration by staff, stakeholders, council, and the public during their reviews.

Step 4 - Conduct **engagement** activities that highlight the tradeoffs for individual scenarios and solicit feedback on preferences for near- and long-term implementation.

- Collect advisory committee feedback on the draft strategies and update the list of available strategies based on this feedback.

- Conduct stakeholder outreach to collect feedback on the draft strategies and update the list of available strategies based on this feedback.
- Share stakeholder feedback and collect council feedback on the draft strategies. Update the list of available strategies based on this feedback.

Key Task 5: Workforce Analysis:

After identifying potential region and county-level strategies, the consultant will conduct an analysis of the workforce-related opportunities and challenges for implementing each of the preferred strategies. Opportunities are likely to include the availability of new direct and indirect “good-paying” jobs created in the region as a result of implementation of the strategies. Challenges may include a lack of existing workforce training programs or capacity necessary to implement preferred strategies.

This analysis will take place in two phases. The first phase will follow documentation of draft strategies described under 1.4. To help identify the trade-offs created by these strategies, BCDCOG and its consultants will forecast the number of direct and indirect jobs and wages created and displaced by the draft strategies.

The **second phase** will follow documentation of County-preferred scenarios identified. BCDCOG and its consultants will work with stakeholders to:

- Diagram existing workforce training programs in South Carolina related to the jobs that will be needed to implement the scenarios
- Map out the skills needed to implement the preferred scenarios and identify gaps in skilled labor
- Document best practices for creating new or expanded workforce training programs
- Create a high-level plan for accommodating the workforce needs of the recommended strategies, including identification of tasks that can be incorporated into already funded workflows (such as existing Registered Apprenticeship programs), a budget and potential funding sources for full implementation, and methods to overcome barriers for the participation of underserved communities in the workforce programming (see EPA’s [CPRG workforce planning analysis tools and technical resources](#)).

Key Task 6: CCAP Document:

Using the recommended emissions reduction goals and future strategies in earlier tasks, the consultant will document the Comprehensive Climate Action Plan, identifying the baseline inventory, goals, and analyses vetted throughout the process.

Strategies in the CCAP should be outlined in a roadmap format, that provides a descriptive roadmap of strategies for achieving reduction goals in each of the sectors. The roadmap should include policies, programs, measures, projects, infrastructure, identified stakeholders and best practice suggestion on lead agency, resource needs, and community actions. The roadmap should seek to reduce emissions as well as adapting to current and future climate change impacts such as increased temperatures and precipitation. The consultant should include the following:

- Identify near-term actions that can be achieved with measurable indicators.
- Quantify each proposed measure’s potential emission reduction.
- Quantify each proposed measure’s cost and benefits (including first-cost, ongoing/annual costs/savings).
- Conduct an equity analysis for proposed strategies that are known to effect minority and other vulnerable populations.
- Estimate feasibility (technical and financial) of strategies.

- Estimate timeline of implementation for each measure and metrics and methods for tracking progress
- Identify who will be responsible for each measure
- Identify associated co-benefits of each measure, including Criteria air pollutants (PM2.5, NOx, SO2, and VOC), Economic impacts, Health impacts, Change in risk of hazards to vulnerable communities, and Disbenefits
- Identify responsible county agencies and departments, community institutions, etc.
- Document relevant sources of federal, state, regional, and local **funding** that are applicable to the categories of resiliency projects.

Staff will assist the consultant in developing a content outline for the CCAP including but not limited to climate stressors in the Region, forecasting emissions reduction goals, and strategies to reach those emissions goals, with timelines, cost estimates, and responsibilities included for each strategy. The plan shall incorporate graphic representations of emissions forecasting and infographics as applicable to assist in informing the public.

The consultant will provide a public version of the Plan and a more detailed version internal version for staff. The Plan for staff will go into more detail about how to achieve each strategy.

Key Task 7: – Implementation Plan (Ongoing Monitoring, Engaging and Reporting on Climate Action, including resource needs)

An implementation section detailing the needs of ongoing monitoring, engaging and reporting on Climate Action shall also be incorporated in the CCAP document. This shall describe performance metrics related to each defined strategy; and a framework and metrics for how progress will be measured, evaluated, and reported to the public. The CCAP may include a template for annual reporting and communicating progress on climate goals and a framework for reviewing and revising the CCAP. An online, publicly-accessible dashboard that shows progress towards implementation of the preferred strategies and regional changes in performance measures shall be provided as part of this project.

1. The ongoing implementation of the Climate Action Plan will include strategies, timelines, projects, staffing analysis, identifying major resource needs, monitoring plan performance, outreach and potential outside funding options.
2. Develop a system for monitoring and evaluating progress.
3. Develop standard operating procedures for communicating emissions and strategies, including the BCDCOG website.
4. Developing a process with stakeholders for strategic solutions and the associated ongoing performance metrics.
5. Include a marketing, education, and engagement framework for communicating climate action. Audiences should include, but not exclusively; residents, elected officials, local businesses, organizations, higher education institutions, other key best practice stakeholders for climate plans, and BCDCOG staff.
6. Develop a template for an annual report that can easily be communicated through a variety of media.
7. Provide an analysis of the labor and financial resources required by the regional governments to develop, implement, monitor and evaluate plan programs and projects.
8. Provide a review of opportunities for government, private and/or outside funding for climate actions, and potential corresponding implementation steps to obtain funding.

Key Task 8: Facilitation of Climate Action Committee and Stakeholders

The BCDCOG plans to have a Technical Advisory Committee that will help to determine goals and activities for the Comprehensive Climate Action Plan. The consultant will assist with the facilitation of committee as needed, which may include; leading the meeting, taking notes during the meeting, and providing the BCDCOG Staff with detailed notes from the meeting.

BCDCOG anticipates that the bulk of stakeholder and public engagement activities during the development of the CCAP will involve stakeholder groups, members of the public (including low-income and disadvantaged communities, community-based organizations, and faith-based organizations), and non-county governmental agencies (such as the SC Office of Resilience and coordination with other CPRG recipients in South Carolina). BCDCOG anticipates a combination of charette-style and open-house style engagement events, also with opportunities to engage both virtually and in-person. Identification of low-income and disadvantaged populations within the region will be based on existing resources. Early, frequent engagement with identified communities will occur in formats, including but not limited to locations nearest the community on evenings or weekends, to best suit the communities' needs. The consultant will produce surveys/interview materials to engage stakeholders and residents on climate change and hear from them on their concerns about climate change and identify assets in their communities.

5. Deliverables List

Task 1 – Inventory

- Summary of existing climate-related plans in the BCD region presented in a Word format highlighting elements that can be included in the regional inventories
- Summary of GHG inventory sectors in Excel format
- Data request form summarizing GHG & Carbon Sink Inventory desired inputs for Charleston, Berkeley, and Dorchester counties in a fillable Excel format
- Document summarizing data from the GHG and carbon sink inventory for Berkely, Charleston and Dorchester, describing both direct and indirect emissions

Task 2 – GHG Emission Projections

- Spreadsheet documenting total emissions by sector and source for a base year, a near-term business-as-usual forecast (2030-2035), and a long-term business-as-usual forecast (2050).

Task 3 – GHG Reduction Targets & Reduction Measures

- Document summarizing Best practice scan of GHG reduction goals and recommendations for three scenarios: Business-as-usual, Fully implemented - near term, and Fully implemented - long term
- Business as usual forecast
- Forecasting with goals and future scenarios
- Robust community engagement strategy throughout task with identified target stakeholder groups
- Document in Word format of actions/strategies needed for reaching the specified GHG reduction goal within the varying industries.
- Analysis of strategies (emissions reductions, impact, cost, co-benefits, etc.)
- Final list of Plan Strategies
- Prioritized implementation plan

- Proposed projects with costs

Task 4 – Benefit Analysis

- Memo in Word format documenting existing resiliency-related policies, programs, and projects
- Memo in Word format analyzing the benefits of potential strategies
- Memo documenting feedback from staff, stakeholders, and councilmembers and how that feedback changed the list of strategies
- Online and downloadable interactive map that displays benefits of strategies in relation to the location of vulnerable populations

Task 5 – Workforce Analysis

- Memo in Word format documenting:
 - Estimated direct and indirect jobs created by draft strategies
 - Estimated direct and indirect wages created by individual draft strategies
 - Memo in Word format documenting:
 - Existing climate-related workforce training programs in South Carolina
 - Gaps in skilled labor
 - Best practices for creating new or expanding existing workforce training programs
- High-level plan that aligns a budget for workforce training to implement preferred scenarios with workforce funding opportunities

Task 6 – CCAP Document

- Develop a Public and Internal CCAP Document

Task 7 – Implementation Plan

- Ongoing implementation document
- System for monitoring and evaluating progress
- Standard operating procedures for GHG inventories
- Framework for communicating about Climate Action Plan
- Annual report template
- Ongoing resources needs to implement and update
- Funding Options
- An online, publicly-accessible dashboard that shows progress towards implementation of the preferred strategies and regional changes in performance measures

Task 8 – Facilitation of Climate Action Committee and Stakeholder

- Project webpage hosted by BCDCOG
- Memo documenting the initial engagement schedule with multiple opportunities that provide for authentic input, preferred communication methods, and targeted stakeholders
- Updated memo in Word format with planned engagement activities
- Up to 20 regional stakeholder committee meetings, with meeting agendas and notes
- Advertising for public engagement activities

6. PROJECT SCHEDULE

Consultant should demonstrate the capacity and ability to complete this plan within 12 to 18 months after receiving Notice to Proceed from BCDCOG. Proposals should include a detailed description of task sequencing and duration, key milestones and deliverables, major public and stakeholder engagement activities, and Climate Action Plan advisory committee/stakeholder meetings. Any activities identified in

the proposal outside of the scope of work presented here should be called out as additional tasks and demonstrate the ability to be completed within the project schedule.

7. PROPOSAL FORMAT

Each proposal should contain the following elements:

1. Letter of interest, including name of organization, and project contact information.
2. Current resume of qualifications
3. Direct response to each of the evaluation criteria defined above
4. Any other pertinent information that will assist the BCDCOG in its decision.

At a minimum, the response should include the following information:

1. The understanding of and approach to the project
2. Qualifications of the consultant and experience in this type of work including a list of at least three (3) different relevant projects completed by the consultant with the names and phone numbers of contact persons for those projects.
3. The key staff persons who will be assigned to this project together with their experience and qualifications
4. SF 330 forms for primes and subs.

Proposals must not be more than the equivalent of 30 single-sided 8 ½ by 11-inch pages in length (not counting the front and back covers of the proposal, cover letter of interest, section dividers that contain no information or SF 330 forms). The font size should be no smaller than 12 pt. Proposals shall include the following information:

8. EVALUATION CRITERIA

The following criteria will be weighed in evaluating the qualifications for each consultant:

- Experience, qualifications, and technical competence in the types of work required (30%)
- Past performance on projects of a comparable nature (20%)
- Relevant experience and qualifications of personnel to be assigned to the project (20%)
- Demonstration of consultant's approach to performing the work, including an indication of the degree of availability the consultant anticipates in scheduling staff to meet project needs (20%)
- Familiarity with Berkeley Charleston Dorchester region (5%)
- SCDOT Disadvantaged Business Enterprise designation (5%)

9. PROPOSAL SUBMISSION

All proposals shall be submitted in a sealed envelope. The outside of the package shall be marked "Request for Qualifications – Comprehensive Climate Action Plan". **The consultant must mail one (1) original, one (1) digital and three (3) hard copies of the final submittal to:**

Jason McGarry
Procurement/Contracts Administrator
Berkeley-Charleston-Dorchester Council of Governments
5790 Casper Padgett Way
North Charleston, SC 29406

All submittals must be received no later than 3:00 PM on November 1, 2024. Any qualifications proposals received after the date and time specified will be rejected, considered non-responsive, and will not be opened.

All questions and requests for clarification must be submitted in writing no later than 3:00 PM on October 21, 2024 to jasonm@bcdcog.com. Addenda to this RFQ, including responses to questions and any modifications will be posted on the BCDCOG website at www.bcdcog.com.

9. ADDITIONAL INFORMATION

a. Funding and Requirements

Funding for this project will be provided through Federal funding sources. Costs incurred prior to notice-to-proceed will be the responsibility of the Consultant and will not be reimbursed. All travel expenses prior to notice to proceed shall be at the Consultants expense. The selected consultant is responsible for adherence to all applicable federal grant requirements.

b. Disadvantaged Business Enterprise

It is the policy of the BCDCOG to ensure nondiscrimination in the award and administration of federally assisted contracts and to use Disadvantaged Business Enterprises (DBEs) in all types of contracting and procurement activities according to State and Federal laws. To that end, the BCDCOG has established a DBE program in accordance with regulations found in 49 CFR Part 26. Each Consultant is encouraged to use certified DBEs to meet the tasks and milestones of this request. A list of certified DBEs can be found at: [Disadvantaged Business Enterprise \(DBE\) Certification \(scdot.org\)](http://scdot.org)

c. Proprietary/Confidential Information

Trade secrets or proprietary information submitted by a Consultant in connection with a procurement transaction shall not be subject to public disclosure under the Freedom of Information Act; however, the Consultant must invoke the protections of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state reasons why protection is necessary. Disposition of such material after award is made should be requested by the Consultant. No information, materials or other documents relating to this procurement will be presented or made otherwise available to any other person, agency, or organization until after award.

All Consultants must visibly mark as "Confidential" each part of their proposal that they consider to contain proprietary information. All unmarked pages will be subject to release in accordance with the guidelines set forth under Chapter 4 of Title 30 (The Freedom of Information Act) South Carolina Code of Laws and Section 11-35-410 of the South Carolina Consolidated Procurement Code. Privileged and confidential information is defined as "information in specific detail not customarily released to the general public, the release of which might cause harm to the competitive position of the part supplying the information." The examples of such information provided in the statute includes customer lists, design recommendations and identification of prospective problem areas under an RFQ, design concepts to include methods and procedures, and biographical data on key employees of the Consultants.

Marking the entire proposal confidential/proprietary is not in conformance with the South Carolina Freedom of Information Act.

Appendix A – Required Federal Terms and Conditions

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

This award is subject to the requirements of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards; Title 2 CFR Part 200 and 2 CFR Part 1500. 2 CFR 1500.2, Adoption of 2 CFR Part 200, states the EPA adopts the Office of Management and Budget (OMB) guidance Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards to Non-Federal Entities (subparts A through F of 2 CFR Part 200), as supplemented by 2 CFR Part 1500, as the EPA policies and procedures for financial assistance administration. 2 CFR Part 1500 satisfies the requirements of 2 CFR 200.110(a) and gives regulatory effect to the OMB guidance as supplemented by 2 CFR Part 1500. This award is also subject to applicable requirements contained in EPA programmatic regulations located in 40 CFR Chapter 1 Subchapter B.

Termination

BCDCOG and/or EPA may terminate this award in part or its entirety: (a) If a recipient or subrecipient fails to comply with the terms and conditions of the award, including statutory or regulatory requirements; (b) With the consent of the recipient when both the recipient and the EPA agree upon the termination conditions, which include the effective date and, in the case of partial termination, the portion to be terminated; (c) If a recipient sends the EPA a written notification of the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated; however, if the EPA determines that the remaining portion of the Federal award will not accomplish the purposes for which the Federal award was made, the EPA may terminate the award in its entirety; or Page 3 of 44 (d) Pursuant to the programmatic terms and conditions specified in the Federal award

a. Termination for Convenience

The Recipient may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Recipient's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Recipient to be paid the Contractor. If the Contractor has any property in its possession belonging to the Recipient, the Contractor will account for the same, and dispose of it in the manner the Recipient directs.

b. Termination for Default

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Recipient may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract

Prohibition on Certain Telecommunications and Video Surveillance Service Equipment or Services

As required by 2 CFR 200.216, EPA recipients and subrecipients, including borrowers under EPA funded revolving loan fund programs, are prohibited from obligating or expending Federal loan or grant funds to procure or obtain covered telecommunications equipment or services; extend or renew a contract to procure or obtain covered telecommunications equipment or services; or enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services. As

described in section 889 of Public Law 115-232, “covered telecommunications equipment or services” means any of the following:

1. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
2. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
3. Telecommunications or video surveillance services provided by such entities or using such equipment;
4. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Pursuant to 2 CFR 200.216(c), “covered telecommunications equipment or services” also include systems 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. Consistent with 2 CFR 200.471, costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, and cloud servers are allowable except for the following circumstances:

(a) Obligating or expending EPA funds for covered telecommunications and video surveillance services or equipment or services as described in 2 CFR 200.216 to:

- (1) Procure or obtain, extend or renew a contract to procure or obtain;
- (2) Enter into a contract (or extend or renew a contract) to procure; or
- (3) Obtain the equipment, services, or systems.

Certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889 of Public Law 115-232, are recorded in the System for Award Management exclusion list

Build America, Buy America

The Build America, Buy America (BABA) provisions of the Infrastructure Investment and Jobs Act (IIJA) (P.L. 117-58, §§70911-70917) apply to EPA funding obligated after May 14, 2022, for EPA funded infrastructure projects. None of the EPA funding subject to BABA may be used for a project of infrastructure unless all iron and steel, manufactured products, and construction materials that are consumed in, incorporated into, or affixed to an infrastructure project are produced in the United States. The BABA preference requirement applies to an entire infrastructure project, even if it is funded by both Federal and non-Federal funds. Additional information on BABA compliance is available in EPA’s “Build America, Buy America” ([link](#)) General Term and Condition

Uniform Grant Guidance.

Domestic Preference requirements for EPA financial assistance agreements that are not subject to BABA or another statutory domestic preference requirement such as section 1452(a)(4) of the Safe Drinking Water Act or section 608 of the Clean Water Act are currently found in 2 CFR 200.322. Under 2 CFR 200.322(a) “. . . to the extent consistent with law, [recipients] should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and

other manufactured products).” The regulation provides definitions of the terms “Produced in the United States” and “Manufactured products” at 2 CFR 200.322(b). Recipients must include a description of this domestic preference policy in all subawards, contracts, and purchase orders.

Recovered Materials

As provided in 2 CFR 200.223, State agencies or agencies of a political subdivision of a state and their contractors “. . . must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable . . . “. Political subdivisions of states typically include municipalities such as cities, towns, boroughs, counties, parishes, districts or other public bodies created by or pursuant to state law to exercise governmental authority

No Federal Governments Obligations to Third Parties

The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to the contract and shall not be subject to any obligations or liabilities to the Purchaser Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

Suspension and Debarment

Contractor shall fully comply with Subpart C of 2 C.F.R. Part 180 entitled, “Responsibilities of Participants Regarding Transactions Doing Business With Other Persons,” as implemented and supplemented by 2 C.F.R. Part 1532. Recipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 C.F.R. Part 180, entitled “Covered Transactions,” and 2 C.F.R. § 1532.220, includes a term or condition requiring compliance with 2 C.F.R. Part 180, Subpart C. Recipient is responsible for further requiring the inclusion of a similar term and condition in any subsequent lower tier covered transactions. Recipient acknowledges that failing to disclose the information required under 2 C.F.R. § 180.335 to the EPA office that is entering into the transaction with the recipient may result in the delay or negation of this assistance agreement, or pursuance of administrative remedies, including suspension and debarment. Recipients may access the SAM.gov exclusion list at <https://sam.gov/SAM/> to determine whether an entity or individual is presently excluded or disqualified.

Copyrighted Material and Data

In accordance with 2 CFR 200.315, EPA has the right to reproduce, publish, use and authorize others to reproduce, publish and use copyrighted works or other data developed under this assistance agreement for Federal purposes. This includes the right to require recipients and subrecipients to make such works available through agency-designated public access repositories.

Reporting Waste, Fraud and Abuse

Consistent with 2 CFR 200.113, the recipient and any subrecipients of this award must promptly report in writing whenever there is credible evidence of the commission of a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code or a violation of the civil False Claims Act (31 U.S.C. 3729-3733) to the EPA Project Officer, the pass-through entity (if applicable), and the EPA Office of Inspector General (OIG). The methods to contact the EPA OIG are (1) online submission via the EPA OIG Hotline Complaint Form; (2) email to

[OIG Hotline@epa.gov](mailto:OIG_Hotline@epa.gov); (3) phone 1-888-546-8740; or (4) mail directed to Environmental Protection Agency

Access to Records

In accordance with 2 CFR 200.337, EPA, the pass-through entity, the EPA Office of Inspector General (OIG), and the Comptroller General of the United States have the right to access any records of the recipient and subrecipient pertinent to this award, to perform audits, execute site visits, or for any other official use. This right of access also includes timely and reasonable access to the recipient and subrecipient's personnel for the purpose of interview and discussion related to such documents or the Federal award in general. This right of access shall continue as long as the records are retained.

Changes to Federal Requirements

Contractor shall at all times comply with all applicable EPA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and EPA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of contract.

Civil Rights

Nondiscrimination - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements EPA may issue.

Equal Employment Opportunity

1. **Race, Color, Creed, National Origin, Sex** - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 ET SEQ. (which implement Executive Order No 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. 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. In addition, the Contractor agrees to comply with any implementing requirements EPA may issue.

2. **Age** - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements EPA may issue.

3. **Disabilities** - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment

Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements EPA may issue.

The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by EPA, modified only if necessary to identify the affected parties.

Debarment and Suspension

This contract is a covered transaction for purposes of 49 CFR Part 29 if it equals or exceeds \$25,000.00. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its proposal, the proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by Recipient. If it is later determined that the proposer knowingly rendered an erroneous certification, in addition to remedies available to Recipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Lobbying

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." 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 shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

Clean Air

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 Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to the appropriate EPA Regional Office.

The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by EPA

Clean Water

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 Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to the appropriate EPA Regional Office.

The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by EPA.

Prompt Payment

The Contractor agrees to pay subcontractors within ten (10) calendar days of the Contractors receipt of payment from the COUNCIL for undisputed services provided by the subcontractor. The Contractor agrees to pay subcontractors all undisputed retainage payments within ten (10) calendar days of completion of the work, regardless of whether the Contractor has received any retainage payment from BCDCOG. The Contractor shall not postpone or delay any undisputed payments owed subcontractors without good cause and without prior written consent of the BCDCOG. The Contractor agrees to include in all subcontracts a provision requiring the use of appropriate alternative dispute resolution mechanisms to resolve payment disputes. The Contractor will not be reimbursed for work performed by subcontractors unless and until the Contractor ensures that subcontractors are promptly paid for work, they have performed. Failure to comply with the provisions of this Section 14.2 may result in the BCDCOG finding the Contractor in noncompliance with the DBE provisions of this Contract.

Energy Conservation

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the federal Energy Policy and Conservation Act

Conformance with National ITS Architecture

To the extent applicable, the CONTRACTOR agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by section 5206(e) of TEA-21, 23 U.S.C. section 502 note, and to comply with EPA Notice, "National ITS Architecture Policy" 66 Fed. Reg. 1455 et seq., January 8, 2001, and other Federal requirements that may be issued.

Notification of Legal Matters Affecting the Federal Government

The contractor is required to promptly notify the BCDCOG of any current or prospective legal matters that may affect the BCDCOG and/or the Federal government. The EPA has a vested interest in the settlement of any violation of federal law, regulation, or requirement, or any disagreement involving the Award The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming of the Federal government as a party to litigation or a legal disagreement in any forum for any reason. This notification requirement shall flow down to subcontracts and/or sub agreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

CERTIFICATION AND RESTRICTIONS ON LOBBYING

I, _____, hereby certify (Name and title of official)

On behalf of _____ that: (Name of Bidder/Company Name)

- 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 any agency, a Member of Congress, and 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.
- If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the 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.
- The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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 undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable thereto.

Name of Bidder/Company Name _____

Type or print name _____

Signature of Authorized representative _____ Date ____/____/____

Signature of notary and SEAL _____

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

Instructions for Certification: By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

1. It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180,
2. To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:
 - a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
 1. Debarred
 2. Suspended
 3. Proposed for debarment
 4. Declared ineligible
 5. Voluntarily excluded
 6. Disqualified
 - b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:
 1. 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,
 2. Violation of any Federal or State antitrust statute, or
 3. Proposed for debarment commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property
 - c. It is 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 listed in the preceding subsection 2.b of this Certification,
 - d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,
 - e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,
 - f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
 1. Equals or exceeds \$25,000,
 2. Is for audit services, or
 3. Requires the consent of a Federal official, and
 - g. It will require that each covered lower tier contractor and subcontractor:
 1. Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
 2. Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
 - a. Debarred from participation in its federally funded Project,
 - b. Suspended from participation in its federally funded Project,
 - c. Proposed for debarment from participation in its federally funded Project,
 - d. Declared ineligible to participate in its federally funded Project,
 - e. Voluntarily excluded from participation in its federally funded Project, or
 - f. Disqualified from participation in its federally funded Project, and
3. It will provide a written explanation as indicated on a page attached in FTA's TrAMS-Web or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

Certification

Contractor _____
 Signature of Authorized Official _____ Date ____/____/_____
 Name and Title of Contractor's Authorized Official _____

Disadvantaged Business Enterprise (DBE) Certification

Has your firm been certified by the state of South Carolina as a Disadvantaged Business Enterprise?

_____ Yes _____ No

If no, has your firm been certified by any other US State, Territory or Protectorate as a Disadvantaged Business Enterprise?

_____ Yes _____ No

If yes, attach copy of current certification letter.

I hereby certify that the information provided on this form is true and accurate to the best of my knowledge

Firm/Organization: _____

Signature: _____

Name & Title: _____

Date: _____