



## **REQUEST FOR PROPOSALS**

**Sealed RFP** will be received for:

**Professional Administration Services**

**Texas CDBG-MIT Regional  
Mitigation Program's Method of  
Distribution Development  
(CDBG-MIT-MOD) Project No.**

**RFP 23-01**

**Request for Proposals will be received until 2:00 PM. on**

**December 13, 2022**

## Request for Proposal (RFP) for Professional Administration Services - Cover Letter

11/28/22

Re: Texas CDBG-MIT Regional Mitigation Program's Method of Distribution Development (CDBG MIT-MOD)

Dear Service Providers:

Attached is a copy of the City of Kingsville Request for Proposals ("RFP") for Professional Administration Services. These services are being solicited to assist the City of Kingsville in its application(s) for and implementation of one or more contracts, if awarded, from the GLO's CDBG MIT-MOD program(s). The City of Kingsville is considering applying for such funding for construction, engineering and grant administrative activities as indicated in the attached Scope of Work.

Service providers may submit proposals for any or all activities listed in the attached Scope of Work. Multiple contracts may be awarded as a result of this solicitation. The City of Kingsville will, in its sole discretion, determine the number of contracts awarded, and may decide not to award any contracts.

The submission requirements for this proposal are included in the attached RFP. Please submit a proposal of services and statement of qualifications to:

City of Kingsville Charlie Sosa Purchasing Manager  
400 West King Ave. Kingsville, Texas 78363  
csosa@cityofkingsville.com

The deadline for submission of proposals is **December 13, 2022, at 2:00 pm**. It is the responsibility of the submitting entity to ensure that the proposal is received in a timely manner. Proposals received after the deadline will not be considered for award, regardless of whether or not the delay was outside the control of the submitting provider. City of Kingsville reserves the right to negotiate with any and all service providers submitting timely proposals.

City of Kingsville is an Affirmative Action/Equal Opportunity Employer. Section 3 Residents, Minority Business Enterprises, Small Business Enterprises, Women Business Enterprises, and Labor Surplus Area firms are encouraged to submit proposals.

Sincerely,

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Charlie Sosa Purchasing Manager

## RFP for Professional Administration Services

City of Kingsville is seeking well-qualified administration/activity delivery service provider(s) to assist the City in preparing application(s) for and in the overall administration or implementation of proposed CDBG MIT-MOD program(s), if funded, by the Texas General Land Office (GLO). The following outlines the RFP:

### 1. Scope of Work

#### **Administration Services**

A sample detailed Scope of Work ("SOW") for CDBG administration services provided by the GLO is enclosed in this packet (see pages 7-9). The administration service provider to be hired will provide application and contract-related management services, including but not limited to the following areas:

#### Pre-Funding Services

Provider will assist in developing project scope(s) and complete CDBG MIT-MOD application(s). The provider will work with the local government and Engineer, if applicable, to provide the concise information needed for submission of one or more complete CDBG MIT-MOD funding application(s) and related documents. The required information shall be submitted in a format to be described by the GLO.

#### Post-Funding Services

Provider will administer and provide activity delivery of infrastructure, utilities, housing and eligible projects approved for CDBG MIT-MOD funding. The selected service provider must follow all requirements of the HUD CDBG MIT-MOD program(s) as administered by the GLO.

#### General Administration Services

- Administrative Duties
- Construction Management
- Acquisition Duties (as necessary)
- Buyout Duties (as necessary)
- Environmental Services

Please specify a complete list of actual tasks to be performed under each of these categories in your response, including, if necessary, a **brief** description of each task.

*\*Pre-funding services are generally ineligible for CDBG MIT-MOD reimbursement.*

### 2. Statement of Qualifications

The Entity is seeking qualified professional administration service providers experienced in grant application preparation, and administration/activity delivery. Please provide the following as it relates to your qualifications:

- A brief history of the service provider, including general background, knowledge of and experience working with relevant agencies and programs;
- Related experience in applying for and managing federally-funded local projects, in particular recent experience;
- A description of work performance and experience with CDBG, CDBG Disaster Recovery, FEMA Hazard Mitigation or similar projects including a list of at least three references from past local government clients, with information describing the relevancy of the previous performance;
- Describe which specific parts of the Scope of Work the service provider proposes to perform;

- Describe the capacity to perform the chosen Scope of Work activities as well as resumes of all employees who may be assigned to provide services if your firm is selected, identifying current employees and proposed hires; and
- A statement substantiating the resources of the service provider and the ability to carry out the scope of work requested within the proposed timeline.

### 3. Proposed Cost of Services

Provide your cost proposal to accomplish the scope of work by activity or to complete a specific service outlined above and for any additional services required using the Cost of Services page(s) included in this packet: Required RFP Forms. The specific projects and grant amounts are yet to be determined; therefore, vendors should propose pricing based on the potential funding amounts provided.

The local government will consider dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises. As such, proposers may specify any maximum limit to the total dollar value of grant funds they are able and willing to manage. Service providers may submit proposals for any or all activities. Preference will be given to firm fixed pricing. The proposal must include all costs that are necessary to successfully complete these activities. Note that the lowest/best price proposal will not be used as the sole basis for entering into this contract; rather, award will be made to the service provider(s) providing the best value, cost and other factors considered. The local government reserves the right to negotiated pricing.

Upon the award of this contract, profit (either %/actual cost) must be identified and negotiated as a separate element of the price for any contract in excess of \$50,000.00.

4. Evaluation Criteria - The proposal received will be evaluated and ranked according to the following criteria and using the rating sheet enclosed:

| <u>Criteria</u>     | <u>Maximum Points</u> |
|---------------------|-----------------------|
| Experience          | 30                    |
| Work Performance    | 30                    |
| Capacity to Perform | 20                    |
| Proposed Cost       | 20                    |
| <b>Total</b>        | <b>100</b>            |

### 5. Submission Requirements

- A **Statement of Conflicts of Interest** (if any) the service provider or key employees may have regarding these services, and a plan for mitigating the conflict(s). Note that City may in its sole discretion determine whether or not a conflict disqualifies a firm, and/or whether or not a conflict mitigation plan is acceptable.
- **System for Award Management.** Service Providers **must have an active registration** in the System for Award Management (<https://www.sam.gov/SAM/>). Service provider and its Principals may not be debarred or suspended nor otherwise on the Excluded Parties List System (EPLS) in the System for Award Management (SAM). Include verification that the service provider as well as its principals are not listed (are not debarred) through the System for Award Management ([www.SAM.gov](http://www.SAM.gov)). Enclose a printout of the search results that includes the record date. This clearance information should be included in the service provider's Proposal. **The clearance in the Service Provider's proposal must be re-verified prior to award.** Federal awarding agencies may relax the timing of the requirement for active SAM registration at time of allocation in order to expeditiously issue funding. At the time of award, the requirements of 2 CFR § 200.206, Federal awarding agency review of risk posed by recipients, continue to apply.
- **Form CIQ**, (enclosed). Texas Local Government Code chapter 176 requires that any vendor or person who enters or seeks to enter into a contract with a local government entity disclose in the Questionnaire Form CIQ the vendor or person's employment, affiliation, business relationship, family relationship or provision

of gifts that might cause a conflict of interest with a local government entity. Questionnaire form CIQ is included in the RFP and must be submitted with the response.

- **Certification Regarding Lobbying** (enclosed). Certification for Contracts, Grants, Loans, and Cooperative Agreements is included in the RFP and must be submitted with the response.
- **Form 1295**, (enclosed). Effective January 1, 2018, all contracts and contract amendments, extensions, or renewals executed by the Commissioners Court will require the completion of Form 1295 "Certificate of Interested Parties" pursuant to Government Code § 2252.908. Form 1295 must be completed by the awarded vendor at time of signed contract submission. Form 1295 is included in this RFP for your information. Form 1295 requires the inclusion of an "unsworn declaration" which includes, among other things, the date of birth and address of the authorized representative signing the form.
- **Required Contract Provisions**. Applicable provisions (enclosed) must be included in all contracts executed as a result of this RFP.

6. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. Small and minority businesses, women's business enterprises, and labor surplus area firms must be solicited in this RFP. If the awarded vendor is a prime contractor and may use subcontractors, the following affirmative steps are required of the prime contractor:

- 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- 2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration (SBA) and the Minority Business Development Agency (MBDA) of the Department of Commerce.
- 6) **Please choose the MBDA Center that is in closest proximity to your community. Please use the following link: <https://www.mbda.gov/mbda-programs>. Email your RFP to the appropriate center. If your Center cannot be reached by email, it is strongly recommended that the RFP be sent to the appropriate center via CERTIFIED MAIL, return receipt requested.**

Minority-owned businesses may be eligible for contract procurement assistance with public and private sector entities from MBDA centers:

Dallas MBDA Business Center  
8828 N. Stemmons Freeway, Ste. 550B  
Dallas, TX 75247  
214-920-2436  
Website: <https://www.mbdadfw.com>  
Email: admin1@mbdadallas.com

Houston MBDA Business Center  
3100 Main Street, Ste. 701  
Houston, TX 77002  
713-718-8974  
Website: <https://www.mbda.gov/business-center/houston-mbda-business-center>  
Email: MBDA@hccs.edu

El Paso MBDA Business Center  
2401 East Missouri Avenue  
El Paso, TX 79903  
915-351-6232  
Website: <https://www.mbda.gov/business-center/el-paso-mbda-business-center>  
Email: treed@ephcc.org

San Antonio MBDA Business Center  
501 W. Cesar E. Chavez Blvd., Ste. 3.324B  
San Antonio, TX 78207  
210-458-2480  
Website: <https://www.mbda.gov/business-center/san-antonio-mbda-business-center>  
Email: [orestes.hubbard@utsa.edu](mailto:orestes.hubbard@utsa.edu)

Small and woman-owned businesses may be eligible for assistance from SBA Women's Business Centers:

U.S. Small Business Administration-  
Dallas/Fort Worth District Office

WBEA – Women's Business Center

150 Westpark Way, Ste. 130  
Euless, TX 76040  
214-572-9452  
Website:  
<https://www.sba.gov/offices/district/tx/dallas-fort-worth>  
Email: dfwdo.email@sba.gov

9800 Northwest Freeway, Ste. 120  
Houston, TX 77092  
713-681-9232  
Website: <https://www.wbea-texas.org/womens-business-center>  
Email: wbc@wbea-texas.org

LiftFund Women's Business Center  
600 Soledad St.  
San Antonio, TX 78205  
888-215-2373 ext. 3000  
Website:  
<https://womensbusinesscentersa.com/>  
Email: wbc@liftfund.com

SBA also provides assistance at Small Business Development Centers located across Texas:  
<https://americassbdc.org/small-business-consulting-and-training/find-your-sbdc/>

7. Deadline for Submission –It is the responsibility of the submitting entity to ensure that the proposal is received in a timely manner. Proposals received after the deadline will not be considered for award, regardless of whether or not the delay was outside the control of the submitting firm.

Submit your proposal to the address below on a thumb drive **and** submit 5 copies of your proposal of services and a statement of qualifications for the proposed services to the following address: **Attn: Charlie Sosa Purchasing Manager, 400 West King Ave., Kingsville, Texas, 78363. Proposals must be received by the Purchasing Manager no later than December 13, 2022, proposals due, 2:00pm** to be considered.

Any questions or requests for clarification must be submitted in writing via EMAIL to the address above at least 3 business days prior to the deadline. City may, if appropriate, circulate the question and answer to all service providers submitted proposals.

**Texas CDBG-MIT Regional Mitigation Program’s Method of Distribution Development (CDBG MIT-MOD) Grant  
Administration Services – Program Description**

Below is a description of the anticipated program that is eligible for funding through the CDBG MIT-MOD Program(s) funded through the Texas General Land Office (GLO).

The Entity anticipates applying for the following program that require Administration Services:

**CDBG MIT-MOD:** Through the Regional Mitigation Program, Council of Governments Method of Distribution (COG MODs), established in the State of Texas CDBG Mitigation (CDBG-MIT) Action Plan: Building Stronger for a Resilient Future, each Council of Governments (COG) region impacted by Hurricane Harvey in 2017 has been allocated funds for hazard mitigation projects;

The Texas Regional Land Office (GLO) encourages prioritization of regional investments with regional impacts in risk reduction for natural disasters;

CDBG-MIT funds shall not be used for programs and projects to provide emergency response services; and

Funds may be used for mitigation activities to enhance the resilience of facilities used to provide emergency response services, provided that such assistance is not used for buildings for the general conduct of government. Each COG will have an allotted time as designated in the COG’s Performance Statement from the contract execution to develop a local Method of Distribution (MOD) for allocation of funds to units of local government (cities and counties) and Indian Tribes.

|                            |  |
|----------------------------|--|
| <b>Recipient:</b> _____    |  |
| <b>Anticipated Program</b> | Texas CDBG-MIT Regional Mitigation Program’s Method of Distribution Development (CDBG MIT-MOD) |

***This form will be inserted into the RFP Packet.***  
**APPROVED BY:**

\_\_\_\_\_  
**Entity (Signature)**

## **SCOPE OF WORK**

### **Administration Services**

The Contractor shall provide the following scope of services:

#### **SCOPE OF SERVICES REQUESTED**

Providers will help the GLO fulfill State and Federal CDBG MIT-MOD statutory responsibilities related to recovery in connection with any federally declared disaster. Providers will assist the GLO and grant recipients in completion of CDBG MIT-MOD program(s). Respondents may be qualified to provide Grant Administration services for one or more programs or services (environmental, acquisition/buyout, general administration, etc.) Grant administrative services must be performed in compliance with the U.S. Department of Housing and Urban Development ("HUD") and guidelines issued by the GLO.

#### **DESCRIPTION OF SERVICES AND SPECIAL CONDITIONS**

Respondent must be able to perform the tasks listed herein to be considered eligible for an award under this Solicitation. Respondents should provide a detailed narrative of their experience as it relates to each of the items below. Respondents should clearly indicate if they intend to provide services in-house with existing staff or through subcontracting or partnership arrangements. Grant Administration Services will be provided in conformance with the guidance documents and use forms provided by the subrecipient utilizing GLO guidance. The providers shall furnish pre-funding and post-funding grant administrative services to complete the CDBG MIT-MOD project(s), including, but not limited to the following:

##### **Pre-Funding Services**

Grant Administrator will develop project scope and complete CDBG-MIT MOD Competition application(s). The provider will work with the subrecipient and engineer, if applicable, to provide the concise information needed for submission of complete CDBG MIT-MOD funding application(s) and related documents. The required information shall be submitted in a format to be described by the GLO.

##### **Post-Funding Services**

Grant Administrator will provide Grant Administration Services required to complete infrastructure, acquisition/buyout, housing and other eligible projects approved for CDBG MIT-MOD funding. The selected service provider must follow all requirements of the as established by the General Land Office.

##### **Grant Administration Services**

- a) General Administrative Duties:
  - i. Ensure program compliance including all CDBG-MIT MOD requirements and all parts therein, current Federal Register, etc.
  - ii. Assist subrecipient in establishing and maintaining financial processes.
  - iii. Obtain and maintain copies of the subrecipient's most current contract including all related change requests, revisions and attachments.
  - iv. Establish and maintain record keeping systems.
  - v. Assist subrecipient with resolving monitoring and audit findings.
  - vi. Serve as monitoring liaison.
  - vii. Assist subrecipient with resolving third party claims.
  - viii. Report suspected fraud to the GLO.
  - ix. Submit timely responses to the GLO requests for additional information.
  - x. Complete draw request forms and supporting documents.
  - xi. Facilitate outreach efforts, application intake, and eligibility review.
  - xii. Utilize and assist with GLO's system of record to complete milestones, submit documentation, reports, draws, change requests, etc.
  - xiii. Submit change requests and all required documentation related to any change requests.
  - xiv. Coordinate, as necessary, between subrecipient and any other appropriate service providers (i.e., Engineer, Environmental, etc.), contractor, subcontractor and GLO to effectuate the services requested.
  - xv. May assist in public hearings.
  - xvi. Will work with GLO's system of record.
  - xvii. Provide monthly project status updates.
  - xviii. Funding release will be based on deliverables identified in the contract.
  - xix. Labor and procurement duties:
    - a. Provide all Labor Standards Officer (LSO) Services.
    - b. Ensure compliance with all relevant labor standards regulations.

c. Ensure compliance with procurement regulations and policies.

d. Maintain document files to support compliance.

xx. Financial duties:

a. Prepare and submit all required reports (Section 3, Financial Interest, etc.).

b. Assist subrecipient with the procurement of audit services.

c. Assist subrecipient in establishing and maintaining a bank account for program funds.

d. Implementation and coordination of Affirmatively Furthering Fair Housing ("AFFH") requirements as directed by HUD and the GLO.

e. Implementation and coordination of Section 504 requirements.

f. Program compliance.

g. Ensure that fraud prevention and abuse practices are in place and being implemented.

h. Prepare and submit all closeout documents.

i. Submit all invoices no later than 60 days after the expiration of the contract. All outstanding funds may be swept after 60 days. The provider may request an extension of this requirement in writing.

j. Assist in preparation of contract revisions and supporting documents including but not limited to:

- Amendments/modifications,
- Change orders.

xxi. Perform any other administrative duty required to deliver the project.

b) Construction Management

i. The provider will assist the subrecipient in submitting/setting up project applications in the GLO's system of record.

ii. The provider may compile and collate complete contract/bid packages that meet GLO program requirements. The packages will contain supporting documentation that meets or exceeds the requirements of the GLO's program. If applications do not have the necessary forms, the provider may assist the subrecipient by coordinating to acquire the necessary documentation.

iii. The provider may monitor, report, and evaluate contractor's performance; notify the subrecipient if the contractor(s) fails to meet established scheduled milestones. Receive, review, recommend, and process any change orders as appropriate to the individual projects.

iv. The provider may assist the subrecipient with project Activity Draws/Close Out.

v. The provider may assist the subrecipient by submitting all the necessary documentation for draws and to close a project activity in the GLO's system of record. The provider will compile, review for completeness, and collate complete contract/closeout packages that meet GLO program requirements for draw requests. If applications do not have the necessary forms, the provider may assist the subrecipient by coordinating to acquire the necessary documentation.

vi. The provider may assist the subrecipient in developing Architectural and Engineering plans with guidance from the GLO.

vii. Reassignment scope alignment (if necessary).

c) Acquisition Duties:

i. Submit acquisition reports and related documents.

ii. Establish acquisition files (if necessary).

iii. Complete acquisition activities (if necessary).

d) Buyout Duties (as necessary):

i. Project planning, design, and startup

- Assist subrecipient with procuring necessary vendors including appraiser, title vendor, and demolition contractor.
- Develop subrecipient's Policy and Procedure Manual ("Program Guidelines") and manage subsequent public comment processes.

ii. Property owner notifications

- Generate and send required mailings to owners and tenants of each parcel targeted for buyout/acquisition.
- Handle subsequent communication with owners and tenants while developing a contact log for future outreach.

iii. Intake meetings

- Advertise, schedule, and conduct intake with interested homeowners. During intake meetings case managers will collect all available documentation necessary to determine eligibility.
- If there are tenants living in the property, case manager will send them General Information Notices to inform them of the program and their rights.

- iv. Eligibility verification
  - Management staff will review all intake documentation and verify eligibility.
  - If applicable, firm will verify duplicative benefits (DOB) and calculate eligible receipts.
  - Maintain applicant data in a secure system of record and comply with all record-keeping requirements of the General Land Office.
- v. Environmental reviews and site specific clearances
  - Conduct all required environmental reviews and generate environmental clearance reports for each applicant file.
- vi. Offer package generation, approval, and mailing
  - Notify subrecipient that offer packages are ready, and use independently procured appraisals to determine the fair market value of buyout properties.
  - Generate and mail offer packages upon the subrecipient approval.
- vii. Offer meeting
  - Schedule and conduct offer meetings with property owners to discuss their options; accept, appeal or decline.
  - If the owner decides to appeal, the case manager will provide advisory services to guide owner through appeal process.
  - If the owner accepts, a contract of sale will be signed at the offer meeting.
- viii. Closing
  - Coordinate with property owner and subrecipient's procured title company to ensure the clear passage of title.
  - Assist property owner with relocation arrangements and schedule real estate closing.
- ix. Draw/funding requests
  - Assist subrecipient with GLO draw requests, funding requests, wire tracking, and coordinating program activities to align with funding schedule.
- x. File, audit, closeout, and demolition
  - Complete final audit to ensure all procedures were properly followed.
  - Transfer physical files to subrecipient and complete remaining data entry.
  - Provide procured demolition contractor with property access.

e) Environmental Services

- i. Review each project description to ascertain and/or verify the level of environmental review required: Exempt, Categorical Exclusion not Subject to 58.5, Categorical Exclusion Subject to 58.5, Environmental Assessment;
- ii. Prepare, complete and submit HUD required forms for environmental review and provide all documentation to support environmental findings;
- iii. Consult and coordinate with oversight/regulatory agencies to facilitate environmental clearance;
- iv. Prepare all responses to comments received during comment phase of the environmental review, including State/Federal Agency requiring further studies and/or comments from public or private entities during public comment period;
- v. Maintain close coordination with local officials, project engineer and other members of the project team to assure appropriate level of environmental review is performed and no work is conducted without authorization;
- vi. Complete and submit the environmental review into GLO's system of record;
- vii. At least one site visit to project location and completion of a field observation report;
- viii. Prepare and submit for publication all public notices including, but not limited to the Notice of Finding of No Significant Impact (FONSI), Request for Release of Funds floodplain/wetland early and final notices in required order and sequence;
- ix. Provide documentation of clearance for Parties Known to be Interested as required by 24 CFR 58.43;
- x. Process environmental review and clearance in accordance with NEPA;
- xi. Advise and complete environmental re-evaluations per 24 CFR 58.47 when evidence of further clearance or assessment is required;
- xii. Prepare and submit Monthly Status Report; and
- xiii. Participate in regularly scheduled progress meetings.

## Administration Professional Services Rating Sheet

Grant Recipient \_\_\_\_\_

Program(s) CDBG MIT-MOD

Name of Respondent \_\_\_\_\_

Evaluator's Name \_\_\_\_\_

Date of Rating \_\_\_\_\_

**Rate the Respondent of the Request For Proposal (RFP) by awarding points up to the maximum listed for each factor. Information necessary to assess the Respondent on these criteria may be gathered either from past experience with the Respondent and/or by contacting past/current clients of the Respondent. Respondents proposing to offer specific services (environmental or buyout only) will be scored only on those services.**

### Experience

| <u>Factors</u>   | <u>Max. Pts.</u> | <u>Score</u> |
|--|------------------|--------------|
| 1. Related Experience / Background with federally funded projects  | 5                | _____        |
| 2. Related Experience / Background with specific project type (infrastructure, acquisition of property, coordination with regulatory agency, etc.) | 5                | _____        |
| 3. Related experience/background with specific services:   |                  | _____        |
| a. Administrative, construction management, and related acquisition  | 5                | _____        |
| b. Environmental review  | 5                | _____        |
| c. Buyout management (if not applicable score '0')   | 5                | _____        |
| 4. References from current/past clients  | 5                | _____        |
| <b>Subtotal, Experience</b>  | <b>30</b>        | _____        |

### Work Performance

| <u>Factors</u>   | <u>Max. Pts.</u> | <u>Score</u> |
|--|------------------|--------------|
| 1. Submits requests to client/GLO in a timely manner                       | 5                | _____        |
| 2. Responds to client/GLO requests in a timely manner                      | 5                | _____        |
| 3. Past client/GLO projects completed on schedule                          | 5                | _____        |
| 4. Work product is consistently of high quality with low level of errors   | 5                | _____        |
| 5. Past client/GLO projects have low level of monitoring findings/concerns | 5                | _____        |
| 6. Manages projects within budgetary constraints                           | 5                | _____        |
| <b>Subtotal, Performance</b>   | <b>30</b>        | _____        |

### Capacity to Perform

| <u>Factors</u>  | <u>Max. Pts.</u> | <u>Score</u> |
|---|------------------|--------------|
| 1. Qualifications / Experience of Staff   |                  | _____        |
| a. Administrative, construction management, and related acquisition                   | 4                | _____        |
| b. Environmental review   | 4                | _____        |
| c. Buyout management (if not applicable score '0')                                    | 4                | _____        |
| 2. Present and Projected Workloads  | 4                | _____        |
| 3. Demonstrated understanding of scope of the CDBG MIT-MOD Project(s), as appropriate | 4                | _____        |
| <b>Subtotal, Capacity to Perform</b>  | <b>20</b>        | _____        |

### Proposed Cost

| <u>Factors</u>   | <u>Max. Pts.</u> | <u>Score</u> |
|--|------------------|--------------|
| Proposed cost is in line with independent estimate and compared with all cost proposals received | 20               | _____        |
| A = Lowest Proposal \$ _____ $A \div B \times 20 = \text{Respondent's Score}$                    | 20               | _____        |
| B = Respondent's Proposal \$ _____   |                  |              |

### **TOTAL SCORE**

| <u>Factors</u>                               | <u>Max. Pts.</u> | <u>Score</u> |
|--|------------------|--------------|
| <input type="checkbox"/> Experience          | 30               | _____        |
| <input type="checkbox"/> Work Performance    | 30               | _____        |
| <input type="checkbox"/> Capacity to Perform | 20               | _____        |
| <input type="checkbox"/> Proposed Cost       | 20               | _____        |
| <b>Total Score</b>                           | <b>100</b>       | _____        |

## **Insert Certificate of Insurance**

**Insert System for Award Management (SAM) record search for  
company name and company principal**

**CONFLICT OF INTEREST QUESTIONNAIRE**  
For vendor doing business with local governmental entity

**FORM CIQ**

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

**OFFICE USE ONLY**

Date Received

**1 Name of vendor who has a business relationship with local governmental entity.**

**2** ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3 Name of local government officer about whom the information is being disclosed.**

\_\_\_\_\_  
Name of Officer

**4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐

Yes

☐

No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐

Yes

☐

No

**5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

**6** ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7**

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date

## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

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(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

## Certification Regarding Lobbying

(To be submitted with each bid or offer exceeding \$100,000)

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

(a) 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.

(b) 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.

(c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying 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).

The Contractor, \_\_\_\_\_, 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

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

\_\_\_\_\_  
Date

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

### Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure)

|   |   |  |
|---|---|--|
| <b>Type of Federal Action:</b><br>_____<br>a. contract<br>b. grant<br>c. cooperative agreement<br>d. loan<br>e. loan guarantee<br>f. loan insurance   | <b>Status of Federal Action:</b><br>_____<br>a. bid/offer/application<br>b. initial award<br>c. post-award              | <b>Report Type:</b><br>_____<br>a. initial filing<br>b. material change  |
| <b>Name and Address of Reporting Entity:</b><br>____ Prime      _____ Subawardee<br>Tier _____, if Known:   |   | <b>If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b>  |
| <b>Congressional District, if known:</b>  |   | <b>Congressional District, if known:</b>   |
| <b>Federal Department/Agency:</b>   | <b>7. Federal Program Name/Description:</b><br><br>CFDA Number, if applicable: _____                                    |  |
| <b>Federal Action Number, if known:</b>   | <b>9. Award Amount, if known:</b><br><br>\$   |  |
| <b>10. a. Name and Address of Lobbying Registrant</b><br>(if individual, last name, first name, MI):  | <b>b. Individuals Performing Services</b> (including address if different from No. 10a)<br>(last name, first name, MI): |  |
| <b>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b> |   | <b>Signature:</b> _____<br><b>Print Name:</b> _____<br><b>Title:</b> _____<br><b>Telephone No.:</b> _____ <b>Date:</b> _____ |
| <b>Federal Use Only</b>   |   | <b>Authorized for Local Reproduction</b><br>Standard Form - LLL (Rev. 7-97)  |

**CERTIFICATE OF INTERESTED PARTIES****FORM 1295**

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

| 4<br>Name of Interested Party | City, State, Country<br>(place of business) | Nature of Interest (check applicable) |              |
|-------------------------------|---|---------------------------------------|--------------|
|                               |   | Controlling                           | Intermediary |
|                               |   |                                       |              |
|                               |   |                                       |              |
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5 Check only if there is NO Interested Party. ☐

**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)

**ADD ADDITIONAL PAGES AS NECESSARY**

## REQUIRED CONTRACT PROVISIONS

2 CFR 200.327 Contract provisions. The non-Federal entity's contracts should contain applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. The non-Federal entity's contracts must contain the provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards, as applicable. **\*Language as of April 5, 2022.**

| THRESHOLD  | PROVISION   | CITATION  |
|--|---|---|
| >\$250,000<br>(Simplified Acquisition Threshold) | Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by <a href="#">41 U.S.C. 1908</a> , 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.   | 2 CFR 200<br>APPENDIX II (A)                        |
| >\$10,000  | All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.  | 2 CFR 200<br>APPENDIX II (B)                        |
| None   | <p>Equal Employment Opportunity. Except as otherwise provided under <a href="#">41 CFR Part 60</a>, all contracts that meet the definition of "federally assisted construction contract" in <a href="#">41 CFR Part 60-1.3</a> must include the equal opportunity clause provided under <a href="#">41 CFR 60-1.4(b)</a>, in accordance with Executive Order 11246, "Equal Employment Opportunity" (<a href="#">30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp.</a>, p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at <a href="#">41 CFR part 60</a>, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."</p> <p>41 CFR 60-1.4 Equal opportunity clause.</p> <p>(b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:</p> <p>The [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:</p> <p>During the performance of this contract, the contractor agrees as follows:</p> <p>(2) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:</p> | 2 CFR 200<br>APPENDIX II I and<br>41 CFR §60-1.4(b) |

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|  | <p>Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.</p> <p>(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.</p> <p>(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.</p> <p>(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.</p> <p>(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.</p> <p>(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.</p> <p>(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.</p> |  |
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|          | <p>(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:</p> <p>Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.</p> <p>The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.</p> <p>The [recipient] agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the recipient agency in the discharge of the agency's primary responsibility for securing compliance.</p> <p>The [recipient] further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the [recipient] agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.</p> |                                      |
| >\$2,000 | <p>Davis-Bacon Act, as amended (<a href="#">40 U.S.C. 3141-3148</a>). 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 (<a href="#">40 U.S.C. 3141-3144</a>, and <a href="#">3146-3148</a>) as supplemented by Department of Labor regulations (<a href="#">29 CFR Part 5</a>, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted</p>  | <p>2 CFR 200<br/>APPENDIX II (D)</p> |

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|            | 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 ( <a href="#">40 U.S.C. 3145</a> ), as supplemented by Department of Labor regulations ( <a href="#">29 CFR Part 3</a> , "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. |                              |
| >\$100,000 | Contract Work Hours and Safety Standards Act ( <a href="#">40 U.S.C. 3701-3708</a> ). 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 <a href="#">40 U.S.C. 3702</a> and <a href="#">3704</a> , as supplemented by Department of Labor regulations ( <a href="#">29 CFR Part 5</a> ). Under <a href="#">40 U.S.C. 3702</a> 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 <a href="#">40 U.S.C. 3704</a> 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.   | 2 CFR 200<br>APPENDIX II I   |
| None       | Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under <a href="#">37 CFR § 401.2 (a)</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 <a href="#">37 CFR Part 401</a> , "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.  | 2 CFR 200<br>APPENDIX II (F) |
| >\$150,000 | Clean Air Act ( <a href="#">42 U.S.C. 7401-7671q</a> .) and the Federal Water Pollution Control Act ( <a href="#">33 U.S.C. 1251-1387</a> ), 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 ( <a href="#">42 U.S.C. 7401-7671q</a> ) and the Federal Water Pollution Control Act as amended ( <a href="#">33 U.S.C. 1251-1387</a> ). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).  | 2 CFR 200<br>APPENDIX II (G) |
| >\$25,000  | Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see <a href="#">2 CFR 180.220</a> ) must not be made to parties listed on the  | 2 CFR 200<br>APPENDIX II (H) |

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|            | governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at <a href="#">2 CFR 180</a> that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and 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.   |  |
| >\$100,000 | Byrd Anti-Lobbying Amendment ( <a href="#">31 U.S.C. 1352</a> ) – 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 <a href="#">31 U.S.C. 1352</a> . 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.  | 2 CFR 200<br>APPENDIX II (I)<br>and<br>24 CFR §570.303 |
|            | See 2 CFR §200.323.   | 2 CFR 200<br>APPENDIX II (J)                           |
|            | See 2 CFR §200.216.   | 2 CFR 200<br>APPENDIX II (K)                           |
|            | See 2 CFR §200.322.   | 2 CFR 200<br>APPENDIX II (L)                           |
| >\$10,000  | An NFE (non-Federal Entity) that is a state agency or an agency of a political subdivision of a state, and the NFE's contractors must comply with Section 6002 of the Solid Waste Disposal Act. <sup>56</sup> Applicable NFEs must include a contract provision requiring compliance with this requirement. <sup>57</sup> This includes contracts awarded by a state agency or political subdivision of a state and its contractors for certain items, as designated by the EPA, with a purchase price greater than \$10,000. <sup>58</sup> Indian Tribal Governments and nonprofit organizations are not required to comply with this provision. Additional requirements are listed below.   | 2 CFR 200.323  |
| >\$100,000 | <p><i>§135.38 Section 3 clause</i><br/> <i>All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):</i></p> <p>A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.</p> <p>B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.</p> <p>C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding,</p> |  |

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|      | <p>if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.</p> <p>D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.</p> <p>E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.</p> <p>F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.</p> <p>G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).</p> |               |
| None | <p>Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY2019 NDAA) and 2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), prohibit the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their contractors and subcontractors, may not obligate or expend any FEMA award funds to:</p>   | 2 CFR 200.216 |

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|      | <p>a. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;</p> <p>b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or</p> <p>c. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.</p>   |   |
| None | <p>As appropriate and to the extent consistent with law, the non-Federal entity 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 requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:</p> <p>(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.</p> <p>(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.</p>  | <p>2 CFR<br/>200.322(a)(b)(1)<br/>(2)</p> |
| None | <p>The Federal awarding agency must establish conflict of interest policies for Federal awards. The non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.</p>   | <p>2 CFR 200.112</p>                      |
| None | <p>The Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.</p> | <p>2 CFR 200.336</p>                      |
| None | <p>Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms.</p> <p>(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.</p> <p>(b) Affirmative steps must include:</p> <p>(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;</p>   | <p>2 CFR 200.321</p>                      |

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|      | <p>(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;</p> <p>(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;</p> <p>(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;</p> <p>(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and</p> <p>(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.</p>   |               |
| None | <p>Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:</p> <p>(a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.</p> <p>(b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.</p> <p>(c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.</p> <p>(d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity.</p> <p>(e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.</p> <p>(f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).</p> <p>(1) <i>If submitted for negotiation.</i> If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.</p> <p>(2) <i>If not submitted for negotiation.</i> If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.</p> | 2 CFR 200.334 |

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| None  | CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or <a href="#">2252.153</a> . The term "foreign terrorist organization" in this paragraph has the meaning assigned to such a term in Section 2252.151(2) of the Texas Government Code.   | Texas Government Code 2252.152                             |
| >\$100,000  | PROVISION REQUIRED IN CONTRACT. (a) This section applies only to a contract that:<br>(1) is between a governmental entity and a company with 10 or more full-time employees; and<br>(2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.<br>(b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:<br>(1) does not boycott Israel; and<br>(2) will not boycott Israel during the term of the contract. | Texas Government Code 2271                                 |
| Option Contract Language for contracts awarded prior to Grant Award | The contract award is contingent upon the receipt of CDBG MIT-MOD funds. If no such funds are awarded, the contract shall terminate.   | Optional   |
|   | 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.   | 42 U.S.C. 6201   |
|   | The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.  | Section 504 of the Rehabilitation Act of 1973, as amended. |