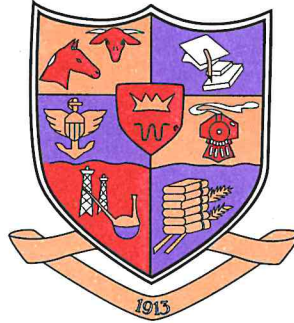


RUDY MADRID
County Judge



COUNTY of KLEBERG
KINGSVILLE, TEXAS

Kleberg County
P.O. Box 752
Kingsville, Texas 78364-0752
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REQUEST FOR PROPOSALS FOR GRANT APPLICATION AND ADMINISTRATIVE SERVICES (Grant Management Services) FOR KLEBERG COUNTY, TEXAS – IMPROVEMENTS AND EXPANSION TO INDUSTRIAL PARK

Issue Date: OCTOBER 23, 2023
Response due Date and Time: NOVEMBER 17, 2023 AT 11:00 A.M.

October 23, 2023

Re: REQUEST FOR PROPOSALS FOR GRANT APPLICATION AND ADMINISTRATIVE SERVICES

Ladies and Gentlemen:

Attached is a copy of Kleberg County's Request for Proposals (RFP) for grant application and administrative services. These services are being solicited to assist the County in preparing its application and administration of a contract.

Respondents may submit proposals for any or all activities. Multiple contracts may be awarded as a result of this solicitation. Kleberg County 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 also included on the attached RFP. Respondents should have experience with federal and state funded grant programs. Please submit a sealed proposal of services and statement of qualifications to:

Kleberg County
ATTN: Rudy Madrid, Kleberg County Judge

The deadline for submission of sealed proposals is at **11:00 a.m. on November 17, 2023**. It is the responsibility of the respondent 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 the delay was outside of the control of the respondent. Kleberg County reserves the right to negotiate with all respondents submitting proposals in accordance with the Texas Professional Services Procurement Act and the Uniform Grant and Contract Management Standards.

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1. GENERAL NOTICE

Kleberg County has issued this Request for Proposals (RFP) to contract with an individual or an entity authorized and registered to do business in the State of Texas (Respondent or Consultant hereinafter), **with experience in State and Federal writing and development; and providing Grant Administration Services.**

2. INTRODUCTION

Kleberg County is seeking to enter into a services contract with a well-qualified administration/management firm/professional service provider to assist the County in preparing an application for and in the overall management of its proposed Industrial Park Expansion.

3. SCOPE OF WORK

Respondent must be able to perform the tasks listed herein and further identified on Exhibit A (Services), 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.

The professional administration/management firm/consultant to be hired is to provide application and grant-related management services including but not limited to, the following areas:

1. **Pre-Award Services*: Respondent will develop and complete application, at no cost to Kleberg County, unless the grant is awarded, and Kleberg County agrees to go forward with the project. Respondent will work with Kleberg County and its consulting engineers, if applicable, to provide the concise information needed for submission of complete applications and related documents. The required information shall be submitted in a required format.**
2. **Post-Award Services: Respondent will administer, and complete infrastructure, utilities, and eligible projects approved for infrastructure improvement funding.**

1. General Administration Services

1. Administrative Duties
2. Contract/Program Management
3. Acquisition Duties

4. STATEMENT OF QUALIFICATIONS

A. Contract. KLEBERG COUNTY is seeking to contract with a Consultant experienced in grants/contracts application and administrations. Specifically, the County is seeking those Consultant(s) with the following qualifications:

1. Related experience in applying for and managing state and federal funded local public works construction projects-infrastructure, with an emphasis directly-related and recent experience;
2. Related Experience/ Background with similar programs; and,
3. Consultant/Firm is not debarred or suspended from the Excluded Parties List System (EPLS) in the System for Award Management (SAM).

As such, please provide within your proposal a list of referrals from past local government clients, as well as the resumes of all employees who will or may be assigned to provide technical assistance to KLEBERG COUNTY on this project if you or the entity you represent is awarded the services contract.

5. SMALL, MINORITY AND WOMEN BUSINESS ENTERPRISES

A. Affirmative Steps. 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 are encouraged to participate in this RFP. If the awarded Respondent is acting as a prime contractor and may use subcontractors, the following affirmative steps shall be taken by Respondent:

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 and the Minority Business Development Agency of the Department of Commerce; and
6. Encouraging Section 3 Residents, Minority Business Enterprises, Small Business Enterprises, Women Business Enterprises, and labor surplus area firms to submit proposals.

6. PROPOSED COST OF SERVICES

Please provide your cost proposal to accomplish the scope of work outlined above. The final grant amount is yet to be determined; therefore, vendors should propose pricing based on the potential funding amounts provided and include hourly rates for anticipated work classifications needed to complete the scope of work. Respondent may specify any maximum limit to the total dollar value of grant funds they are able and willing to manage. Respondent 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. Please note that the lowest/best bid will not be used as the sole basis for

entering into this contract; rather, award will be made to the Respondent(s) providing the best value to KLEBERG COUNTY cost and other factors considered for award.

Profit (either % / actual cost) must be identified and negotiated as a separate element of the price of the contract. To comply, the respondent must disclose and certify in its proposal the percentage of profit being used. "Cost plus percentage of cost" type proposals are prohibited.

The Pre-Project work will be performed for free to the County, unless the Grant is approved and the County decides to go forward with the project.

7. EVALUATION CRITERIA

KLEBERG COUNTY will conduct a formal selection process to determine the best offer that meets KLEBERG COUNTY's needs and budget. A selection committee will review all of the proposals and will determine the awarded Respondent(s) based on a variety of criteria including, but not limited to, the expected deliverables as outlined in the solicitation; proposals submitted including recommendations, qualifications and experience of the Respondent; the cost to the city, and any proposed value-added services.

Step 1: Initial Evaluation

KLEBERG COUNTY shall conduct an **evaluation** of the submission(s) in accordance with the selection criteria and will provide an initial ranking of the respondents based on the proposal submission(s). KLEBERG COUNTY reserves the right to consider information obtained in addition to the data submitted in the response. KLEBERG COUNTY may conduct such investigations as the city deems necessary to assist in the evaluation of any proposal and to establish the responsibility, qualifications, and financial ability of a Respondent, proposed subcontractors, suppliers, and other persons and organizations to perform and furnish the Services. The selection criteria and weighted point values are shown in Exhibit B.

The evaluation criteria outlined above shall be applied to all eligible, responsive Respondents in comparing proposals. Award of a contract may be made without discussion to one or more the Respondents submitting a proposal after responses are received. Proposals should, therefore, be submitted on the most favorable terms. Proposals are to be limited to **35 pages. Respondent's submission of required documentation and the respondent will be awarded points based on the total amount of "good faith" effort achieved and submitted for this project.**

The submissions will be scored as indicated above during the Step 1 evaluation. Based on the outcome of the evaluations performed, each submission will be assigned a score for completion of the scoring process.

Step 2: Interviews/site visits (optional – to be determined by KLEBERG COUNTY)

Following Step 1: Initial Evaluation, KLEBERG COUNTY **may** conduct interviews with the top ranked Respondent(s). The interview format shall be determined by KLEBERG COUNTY but may consist of presentations by the Respondent(s) and opportunity for questions and answers (Q&A). Should KLEBERG COUNTY choose to conduct interviews with the top ranked Respondent(s), they will be notified of the time and place for the interview, the interview format and agenda, any questions to prepare for the

interview, and any individuals that are expected to participate in the interview. Failure to participate in the interview may result in disqualification from consideration for the project.

Step 3: Final Evaluation (optional – to be determined by KLEBERG COUNTY)

Following Step 2: KLEBERG COUNTY shall conduct a final evaluation (*if necessary*) of the top ranked Respondent(s), considering all selection criteria from Step 1, and as further defined in the shortlisted Respondent's interview during Step 2.

Step 4: Negotiation

Following Step 1, if Interviews are not conducted, or Step 3, if interviews are conducted: KLEBERG COUNTY *may* proceed to negotiate a contract with the **highest ranked Respondent(s)**. The negotiation may involve the utilization of a best and final offer (BAFO) process to arrive at the overall best value for the County.

Step 5: Written Recommendation for Award

Following Step 4: Negotiation, a written recommendation for approval of a final negotiated services agreement may be presented to KLEBERG COUNTY board requesting authorization to proceed with contract execution for the proposed services.

It is the intent of KLEBERG COUNTY to award this contract to the Respondent(s) whose proposal for completion of the Services provides the best value for city after consideration of the relative importance of costs and other evaluation factors described in this solicitation.

This RFP and the responses of the awarded Respondent(s), or any part thereof, may be incorporated into and made a part of the final Services Agreement(s). KLEBERG COUNTY reserves the right to negotiate final terms and conditions of the Services Agreement(s).

KLEBERG COUNTY reserves the right to adopt the most advantageous interpretation of the proposals submitted in the case of ambiguity or lack of clearness in stating proposal prices, to reject any or all proposals, and/or waive informalities. KLEBERG COUNTY reserves the right to **reject any or all proposals**, including without limitation the rights to reject any or all nonconforming, nonresponsive, unbalanced, or conditional proposals and to reject the proposal of any proposal if KLEBERG COUNTY believes that it would not be in the best interest of KLEBERG COUNTY.

KLEBERG COUNTY also reserves the right to waive all informalities not involving price, time or changes in the Services to be rendered, and to negotiate contract terms with the top ranked Respondent.

The qualifications of a Respondent shall not deprive KLEBERG COUNTY of the right to accept a proposal, which in its judgment offers the best value to KLEBERG COUNTY. In addition, KLEBERG COUNTY reserves the right to reject any proposal where circumstances and developments have, in the opinion of KLEBERG COUNTY, changed the qualifications or responsibility of Respondent.

Material misstatements in the material submitted for evaluation may be ground for rejection of Respondent's proposal. Any such misstatement, if discovered after award of the contract to such firm, may be grounds for immediate termination of the Services Agreement notwithstanding any other

provision therein. Additionally, Respondent will be liable to KLEBERG COUNTY for any additional costs or damages to the city resulting from such misstatements, including costs and attorney's fees for collecting such costs and damages.

If a Services Agreement or multiple Services Agreements will be awarded, such Services Agreement(s) will be awarded to the top ranked Respondent(s) following successful contract negotiations. If contract negotiations with the top ranked Respondent are unsuccessful, KLEBERG COUNTY will formally close contract negotiations with this Respondent and attempt to open contract negotiations with the next highest-ranked Respondent according to the selection criteria set forth in the evaluation of proposals.

KLEBERG COUNTY reserves the right to accept or reject proposals in part or in their entirety. This RFP does not commit KLEBERG COUNTY to pay for direct or indirect costs incurred in the preparation or presentation of a response. All Respondents will pay the direct or indirect costs incurred in preparing their proposals, making presentations, participating in interviews and for travel and accommodations.

8. SUBMISSION REQUIREMENTS

1. **Coversheet – including company name, address, contact name, phone, fax, website, and email address;**
2. **Proposal;**
3. **Cost of Services;**
4. **Certification Regarding Lobbying;**
5. **Disclosure of Lobbying Activities;**
6. **Certificate of Insurance;**
7. **System for Award Management - Respondent 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 Respondent is not listed (i.e., not debarred) through the System for Award Management (www.SAM.gov). Enclose a printout of the search results that includes the record date;**
8. **Affidavit;**
9. **W-9**

9. SUBMITTALS, REQUIREMENTS, AND DEADLINE FOR SUBMISSION

Respondents shall provide detailed information to allow the county to properly evaluate the submission, as detailed within the solicitation. KLEBERG COUNTY requests the following format be utilized:

1. Submit response before the published due date. The submittal must be via dropbox link followed:
2. An original proposal is the proposal containing the original signature of a person authorized to sign on behalf of Respondent. Submission shall be no more than thirty-five (35) pages in length.

Proposals must be received no later than 11:00 a.m. on November 17, 2023. It is the responsibility of Respondent 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 the delay was outside the control of Respondent.

10. SCHEDULE OF EVENTS

Listed below are the dates and times by which stated action must be completed. Kleberg County reserves the right to change the dates indicated listed below and will issue a written addendum to this RFP. All times are Central Standard Time-CST).

- | | |
|---|----------------------|
| - Issue Solicitation: | OCTOBER 23, 2023 |
| - Deadline for submission of questions: | NOVEMBER 17, 2023 |
| - Deadline for submissions: | NOVEMBER 17, 2023 |
| - Evaluate and rank initial results: | NOVEMBER 20-22, 2023 |
| - Earliest Award by | NOVEMBER 27, 2023 |

11. VALIDITY PERIOD

All proposals will remain subject to acceptance for **ninety (90) days** after the date of the opening, but KLEBERG COUNTY may, in its sole discretion, release any proposal prior to that date. That period may be extended by mutual written agreement of the city and the Respondent.

12. CONFIDENTIALITY OF PROPOSAL CONTENTS

All materials submitted in response to this RFP, upon receipt by KLEBERG COUNTY, become public property and are subject to the Texas Government Code Chapter 552 (Texas Public Information Act). There will be no disclosure of contents to competing contractors, individuals, companies, or firms, and all responses will be kept confidential during the selection process to the degree permitted by law. KLEBERG COUNTY is subject to the Texas Public Information Act. In accordance with the provisions thereof, trade secrets, commercial or financial information that may be privileged or confidential by statute or judicial decision, are exempt from required public disclosure. All submissions shall be opened in a manner that avoids disclosure of the contents to competing respondents and keeps the responses secret during negotiations, in accordance to the statutory provisions of the Texas Public Information Act. A public opening will not be conducted with this procurement process.

If a Respondent does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked "proprietary" at the time of submittal. KLEBERG COUNTY will, to the extent provided by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request. Respondent shall not be permitted to mark an entire proposal as proprietary. All information, documentation, and other materials not marked "confidential" shall be subject to public disclosure, after award of the contract.

13. MODIFICATION AND WITHDRAWAL OF PROPOSALS

Proposals may be modified or withdrawn by a document duly executed (in the same manner that a proposal must be executed) and delivered to the place where proposals are to be submitted prior to the date and time for the opening of proposals. If, within twenty-four (24) hours after proposals are opened,

any Respondent files a duly signed written notice with KLEBERG COUNTY and promptly thereafter demonstrates to the reasonable satisfaction that there was a material or substantial mistake in the preparation of its proposal, that Respondent may withdraw its proposal. Thereafter, that Respondent may be disqualified from responding to a reissued RFP for the Services.

14. CONTACT BETWEEN RESPONDENT AND KLEBERG COUNTY

All questions, inquiries, and communications concerning this RFP are to be directed to KLEBERG COUNTY'S Point of Contact (POC) via email, as listed below:

Frances Garcia

fgarcia@co.kleberg.tx.us

361-595-8585

Interpretations or clarifications considered necessary by the county in response to such questions will be issued by written Addenda and posted on the County's website. Respondents or their representatives are strictly prohibited from communicating with any County Commissioner, staff, consultants, or advisors regarding this opportunity during the solicitation process time period or until an award is made. Any other contact with County Commissioners, staff, consultants, or advisors regarding this RFP may eliminate that Respondent from consideration. All communications regarding this RFP must be made in writing via email to POC as listed above.

EXHIBIT A SCOPE OF SERVICES

Respondent shall furnish pre-funding and post-funding grant administrative services to complete the Industrial Park Expansion projects, including, but not limited to the following:

I. Scope of services requested

1. **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 general grant documents. Respondent shall furnish pre-funding and post-funding grant administrative services including, but not limited to the following:
 - **Pre-Award Services.** Respondent will develop and complete application, if applicable. The provider will work with KLEBERG COUNTY and its designated consulting engineer(s), if applicable, to provide the concise information needed for submission of complete mitigation application and related documents.
 - **Post-Award Services.** Respondent will administer and complete eligible projects approved for mitigation funding. The selected administrative firm must follow all requirements in compliance with local, state and federal laws, regulations and executive orders as applicable.

2. Grant Administration Services - General

- **Administrative Duties.** Coordinate, as necessary, between the county and any other appropriate service providers (i.e., Engineer, Environmental, etc.), contractor, subcontractor effectuate the services requested.
- **Provide monthly project status updates.**
- **Funding release will be based on deliverables identified in the contract.**

3. Grant Administration Services – Infrastructure

1. Administrative Duties:

- **The provider will assist KLEBERG COUNTY in submitting/setting up project applications in the system of record.**
- **The provider may compile and collate complete contract/bid packages that meet program requirements. The packages will contain supporting documentation that meets or exceeds the requirements of the program. If applications do not have the necessary forms, the provider may assist the WEDC by coordinating to acquire the necessary documentation.**
- **The provider may monitor, report, and evaluate contractor's performance; notify KLEBERG COUNTY if the contractor(s) fails to meet established scheduled milestones. Receive, review, recommend, and process any change orders as appropriate to the individual projects.**
- **The provider may assist KLEBERG COUNTY with project Activity Draws/Close Out.**
- **The provider may assist KLEBERG COUNTY by submitting all the necessary documentation for draws and to close a project activity in the system of record. The provider will compile, review for completeness, and collate complete contract/closeout packages that meet program requirements for draw requests. If applications do not have the necessary forms, the provider may assist the city by coordinating to acquire the necessary documentation.**
- **Ensure program compliance and all parts therein, current Federal Register, etc.**
- **Assist KLEBERG COUNTY in establishing and maintaining financial processes.**
- **Obtain and maintain copies of KLEBERG COUNTY's most current contract including all related change requests, revisions and attachments.**
- **Establish and maintain record keeping systems.**
- **Report suspected fraud.**
- **Submit timely responses to requests for additional information.**
- **Complete draw request forms and supporting documents.**
- **Perform any other administrative duty required to deliver the project.**
- **Utilize and assist with systems of record to complete milestones, submit documentation, reports, draws, change requests, etc.**
- **Submit change requests and all required documentation related to any change requests.**

EXHIBIT B ADMINISTRATION/PROFESSIONAL SERVICES RATING SHEET

Grant Recipient: _____ Date of Rating: _____

Name of Respondent: _____

Evaluator's Name: _____

Experience: 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. The County may appoint a committee to review and score all proposals submitted. The proposal received will be evaluated and ranked according to the following criteria:

Experience:

Criteria	Max. Pts.	Score
Experience	40	
Work Performance	30	
Capacity to Perform	20	
Proposed Cost of Service	10	
Total	100	

Experience

1. Related Experience/Background in managing federally-funded projects
2. Related Experience/Background in managing EDA-funded projects
3. References from current/past clients

Work Performance

1. Past Projects completed on Schedule
2. Past Clients/Projects have low level of monitoring findings or concerns
3. Manage Projects within budgetary constraints

Capacity to Perform

1. Qualifications of Professional Administrators/Experience of Staff
2. Present and Projected Workloads
3. Quality of Proposal/Work Plan
4. Demonstrated Understanding of Scope of Proposed Project

Proposed Cost of Service

1. Provide the proposed cost to accomplish the scope of work. The proposed amount must include all costs that are necessary to successfully complete this project.

Note₁: KLEBERG COUNTY will not use lowest/best bid as the sole basis for awarding this contract.

CONTACT INFORMATION

Authorized Representative: _____

Title _____

Company Name: _____

Address: _____

City/State/Zip Code: _____

Contact Name: _____

Phone Number: (_____) _____

Fax Number: (_____) _____

E-mail: _____

FEIN: _____

EXHIBIT C REQUIRED FORMS

1. Coversheet – including RFP number and name, company name, address, contact name, phone, fax, website, and email address;
2. Proposal;
3. Cost of Services;
4. Certification Regarding Lobbying;
5. Disclosure of Lobbying Activities;
6. Certificate of Insurance;
7. System for Award Management - Respondent 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 Respondent is not listed (i.e., not debarred) through the System for Award Management (www.SAM.gov). Enclose a printout of the search results that includes the record date;
8. W-9.

EXHIBIT D PROPOSAL

{insert proposal here}

EXHIBIT E COST OF SERVICES-INFRASTRUCTURE

Please indicate No Cost Proposal if Respondent is not proposing for the services specified on this Cost of Services page.

Maximum amount of grant funds firm is able and/or willing to manage: \$ _____

Potential Grant Award Amt.	Cost of Services	Notes:
Up to \$1 million		
\$5 million		
\$10 million		

EXHIBIT F CERTIFICATION REGARDING LOBBYING

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 Authorities 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 Consultant, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Consultant understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Consultant's Authorized Official

Printed Name and Title of Consultant'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.

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

Approved by OMB
0348-0046

Disclosure of Lobbying Activities

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

Type of Federal Action: _____ a. contract _____ b. grant _____ c. cooperative agreement _____ d. loan _____ e. loan guarantee _____ f. loan insurance	Status of Federal Action: _____ a. bid/offer/application _____ b. initial award _____ c. post-award	Report Type: _____ a. initial filing _____ b. material change
Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, if Known:		If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:
Congressional District, if known: Federal Department/Agency:		Congressional District, if known: 7. Federal Program Name/Description: CFDA Number, if applicable: _____
Federal Action Number, if known:		9. Award Amount, if known: \$ _____
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):		b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):
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.		Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____
Federal Use Only		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)

EXHIBIT G CERTIFICATE OF INSURANCE

{Insert Certificate of Insurance for Respondent}

EXHIBIT H SAM RECORD SEARCH

{Insert System for Award Management (SAM) Record Search for Respondent}

EXHIBIT I CONFLICT OF INTEREST QUESTIONNAIRE

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:

(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.

**EXHIBIT J REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND
CERTIFICATION (W9)**

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC	Exempt payee code (if any) _____
	<input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	Exemption from FATCA reporting code (if any) _____
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	(Applies to accounts maintained outside the U.S.)
	<input type="checkbox"/> Other (see instructions) ▶ _____	
5 Address (number, street, and apt. or suite no.) See instructions. <i>Remit Address</i>		Requester's name and address (optional)
6 City, state, and ZIP code		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
or	
Employer identification number	

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What Is backup withholding*, later.

EXHIBIT Q REQUIRED CONTRACT PROVISION

2 CFR 200.326 Contract provisions. The non-Federal entity's contracts must contain the 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 applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

All Contracts

THRESHOLD	PROVISION	CITATION
>\$150,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate	2 CFR 200 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 affected and the basis for settlement.	2 CFR 200 APPENDIX II (B)
None	Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.	2 CFR 200 APPENDIX II (F)
None	Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and 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.	2 CFR 200 APPENDIX II (H)
None	Records of non-Federal entities. The U.S. Department of Housing and Urban Development (HUD), Inspectors	2 CFR 200.336

	General, the Comptroller General of the United States, the Texas General Land Office (GLO), and the pass-through entity, or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the non-Federal entity which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents.	
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</p>	2 CFR 200.333

	<p>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) If submitted for negotiation. 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) If not submitted for negotiation. 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>	
None	<p>Contracting with 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) 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</p>	2 CFR 200.321

	<p>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 (1) through (5) of this section.</p>	
Option Contract Language for contracts awarded prior to Grant Award	The contract award is contingent upon the receipt of CDBG-DR funds. If no such funds are awarded, the contract shall terminate.	Optional

EO Clause for Construction Contracts > \$10K including administration and engineering contracts associated with construction contracts

THRESHOLD	PROVISION	CITATION
>\$10,000	<p>Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."</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 applicant 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</p> <p>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</p>	41 CFR §60- 1.4(b) and 2 CFR 200 APPENDIX II (C)

	<p>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>(1) 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: 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</p>	
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	<p>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> <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: 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</p>	
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	<p>may request the United States to enter into such litigation to protect the interests of the United States.</p> <p>The applicant 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 applicant 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 applicant 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 administering agency in the discharge of the agency's primary responsibility for securing compliance.</p> <p>The applicant 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 applicant 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 applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.</p> <p>(c) Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.</p> <p>(d) Inclusion of the equal opportunity clause by reference. The equal opportunity clause may be</p>	
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	<p>included by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Director of OFCCP may designate.</p> <p>(e) Incorporation by operation of the order. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written.</p> <p>(f) Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings.</p> <p>[80 FR 54975, Sept. 11, 2015]</p>	
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Construction Contracts

THRESHOLD	PROVISION	CITATION
>\$2,000	<p><i>Compliance with the Davis-Bacon Act (40 U.S.C. 3141 et seq.) as supplemented by Department of Labor regulations (29 CFR part 5) and with the Copeland "Anti-Kickback" Act (18 U.S.C. 874;40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR part 3):</i></p> <p>Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in</p>	2 CFR 200 APPENDIX II (D)

	<p>each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.</p>	
>\$100,000	<p>Contract Work Hours and Safety Standards Act (40 U.S.C. 3701- 3708). Where applicable, all contracts awarded by the non- Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.</p>	2 CFR 200 APPENDIX II (E)
>\$150,000	<p>Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended— Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).</p>	2 CFR 200 APPENDIX II (G)

	Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).	
>\$100,000	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non- Federal award.	2 CFR 200 APPENDIX II (I) AND 24 CFR §570.303
>\$100,000	<p>All Section 3 covered contracts shall include the following clause (referred to as the Section 3 clause):</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>The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of</p>	24 CFR §135.38

	<p>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</p> <p>Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).</p> <p>A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and</p>	<p>2 CFR 200 APPENDIX II (J)</p>
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	<p>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, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the</p> <p>value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.</p> <p>[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]</p>	
	<p>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.</p>	42 U.S.C. 6201