



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

*February 6, 2024*

Re: HOMEOWNER RECONSTRUCTION ASSISTANCE (HRA) PROGRAM THROUGH THE HOME INVESTMENT PARTNERSHIPS PROGRAM FUND FROM THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS (TDHCA)

Dear Administration/Project Delivery Services/Construction Management Service Providers:

Attached is a copy of the City of Commerce Request for Proposals for administration/project delivery services/construction management for the Homeowner Reconstruction Assistance Program through the HOME Investment Partnerships Program Fund from the Texas Department of Housing and Community Affairs (TDHCA) to carry out grant contract activities and construction management for the City of Commerce. The submission requirements for this proposal are also included on the attached Request for Proposal (RFP) form. Firms and/or individuals should have past experience with federally funded programs. Please submit a proposal of services and statement of qualifications to:

*Jamie Campbell*

*1119 Alamo St, Commerce TX 75428*

*Jamie.Campbell@commerctx.org*

The deadline for submission of proposals is 03/05/2024 2:00 pm. Please send 5 copies and a digital copy of your proposal. The City of Commerce reserves the right to negotiate with any and all persons or firms submitting proposals, per the Texas Professional Services Procurement Act and the Uniform Grant and Contract Management Standards.

The City of Commerce is an Affirmative Action/Equal Opportunity Employer.

Sincerely,

Jamie Campbell

Assistant City Manager – Financial Services

## **RFP for Administration/Project Delivery Services/Construction Management**

The City of Commerce is seeking to enter into an administration/project delivery services/construction management contract with a competent professional administration/management firm/consultant to assist the City in the overall administration and management of its proposed HOME fund project, if funded, by the Texas Department of Housing and Community Affairs (TDHCA) The following outlines the request for proposals.

- I. Scope of Work: The professional administration/management firm/consultant to be hired is contract related management services to the City of Commerce, including but not limited to the following areas:
- Financial management
  - Recordkeeping requirements
  - Environmental clearance procedures
  - Client identification, application intake, and eligibility determination
  - Affirmative marketing and fair housing regulations
  - Equal employment opportunity/Section 504 requirements
  - Labor standards monitoring
  - Housing reconstruction assistance
  - Contract close-out procedures

Please specify actual tasks to be performed under each of these categories.

- II. Statement of Qualifications: The City is seeking to contract with a competent professional administration/management firm/consultant that has had experience in grants/contracts administration. Specifically, it is seeking those consultant(s) or firm(s) with the following qualifications:
- Related experience in managing federally funded housing projects
  - Licensed RMLO
  - Experience with the HOME Investment Partnerships Program
  - Consultant/Firm is not debarred or suspended from 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 resumes of all employees who will or may be assigned to provide technical assistance to the City on this project if your firm is awarded this management services contract.

- III. Proposed Cost of Services: Please provide your cost proposal to accomplish the scope of work by category outlined above and for any additional activities required. The proposed budget must include all costs that are necessary to successfully complete this project. Please note that the City of Commerce will not use lowest/best bid as the sole basis for entering into this contract.

*If the cost of proposed administration services will exceed \$50,000, then profit (either % / actual cost) must be identified and negotiated as a separate element of the price of the contract. To comply, the bidder must disclose and certify in its proposal the percentage of profit being used.*

- IV. Evaluation Criteria: The proposal received will be evaluated and ranked according to the following criteria:

| <u>Criteria</u>     | <u>Maximum Points</u> |
|---------------------|-----------------------|
| Experience          | 45                    |
| Work Performance    | 25                    |
| Capacity to Perform | 25                    |
| Proposed Cost       | 5                     |
| <b>Total</b>        | <b>100</b>            |

V. Submission Requirements-

- A copy of your current **certificate of insurance** for professional liability.
- **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 Entity 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). 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.** Enclose a printout of the search results that **includes the record date.**
- **Form CIQ.** 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.** Certification for Contracts, Grants, Loans, and Cooperative Agreements is included in the RFP and must be submitted with the response.
- **Form 1295.** 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.

VI. Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms.

If the awarded vendor (prime) uses subcontractors, small and minority businesses, women's business enterprises, and labor surplus area firms **must** be included in the solicitation. 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

Houston MBDA Business Center  
3100 Main Street, Ste. 701

Dallas, TX 75247  
214-920-2436  
Website: <https://www.mbdadfw.com>  
Email: admin1@mbdadallas.com

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  
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

WBEA – Women’s Business Center  
  
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/>

- VII. 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.

Please submit 5 copies and a digital copy of your proposal of services and a statement of qualifications for the proposed services to the following address: Attn: Jamie Campbell, 1119 Alamo St, Commerce TX 75428. Proposals must be received by the City of Commerce no later than 2:00pm on March 5, 2024 to be considered.

## Administration/Project Delivery Services/Construction Management Rating Sheet

Grant Recipient \_\_\_\_\_  
 Name of Respondent \_\_\_\_\_  
 Evaluator's Name \_\_\_\_\_

HRA Program \_\_\_\_\_  
 Date of Rating \_\_\_\_\_

**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.**

**Experience**

| <u>Factors</u>   | <u>Max.Pts.</u> | <u>Score</u> |
|--|-----------------|--------------|
| 1. Related Experience / Background with federally funded projects  | 20              | _____        |
| 2. Related Experience / Background with specific project type (housing rehabilitation, acquisition of property, coordination with regulatory agency, etc.) | 15              | _____        |
| 5. References from current/past clients  | 10              | _____        |
| <b>Subtotal, Experience</b>  | 45              | _____        |

**Work Performance**

| <u>Factors</u>   | <u>Max.Pts.</u> | <u>Score</u> |
|--|-----------------|--------------|
| 1. Submits & Responds to client/HRA requests in a timely manner            | 5               | _____        |
| 2. Past client/HRA projects completed on schedule                          | 5               | _____        |
| 3. Work product is consistently of high quality with low level of errors   | 5               | _____        |
| 4. Past client/HRA projects have low level of monitoring findings/concerns | 5               | _____        |
| 5. Manages projects within budgetary constraints                           | 5               | _____        |
| <b>Subtotal, Performance</b>   | 25              | _____        |

**Capacity to Perform**

| <u>Factors</u>   | <u>Max.Pts.</u> | <u>Score</u> |
|--|-----------------|--------------|
| 1. Qualifications of Professional Administrators / Experience of Staff | 10              | _____        |
| 2. Present and Projected Workloads                                     | 5               | _____        |
| 3. Quality of Proposal/Work Plan                                       | 5               | _____        |
| 4. Demonstrated understanding of scope of the HRA Program              | 5               | _____        |
| <b>Subtotal, Capacity to Perform</b>                                   | 25              | _____        |

**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 | 5               | _____        |
| A = Lowest Proposal \$ _____     A ÷ B X 15 = Respondent's                                       | 5               | _____        |
| B = Bidder's Proposal \$ _____     Score   | 5               | _____        |

**TOTAL SCORE**

| <u>Factors</u>                               | <u>Max.Pts.</u> | <u>Score</u> |
|--|-----------------|--------------|
| <input type="checkbox"/> Experience          | 45              | _____        |
| <input type="checkbox"/> Work Performance    | 25              | _____        |
| <input type="checkbox"/> Capacity to Perform | 25              | _____        |
| <input type="checkbox"/> Proposed Cost       | 5               | _____        |
| <b>Total Score</b>                           | 100             | _____        |

**SCOPE OF WORK**  
**Administration/Project Delivery Services/Construction Management**

The Contractor shall provide the following scope of services:

**SCOPE OF SERVICES REQUESTED**

The Management Firm shall provide the following Scope of Services:

**A. Project Management**

1. Develop a recordkeeping system consistent with program guidelines, including the establishment of a filing system.
2. Maintenance of filing system.
3. Provide general advice and technical assistance to Administrator's personnel on implementation of project and regulatory matters.
4. If requested, assist in the procurement of construction services through a sealed bid process, if applicable, and as required by the HOME Program regulations.
5. Furnish the Administrator with necessary forms and procedures as required to implement projects under the HOME contract.
6. Assist the Administrator in meeting all special condition requirements that may be stipulated in the contract between the Administrator and TDHCA.
7. Prepare and submit to TDHCA all documentation necessary for amending the HOME contract, as applicable.
8. Conduct environmental clearance procedures as required.
9. Prepare and submit Project Set-up, Project Completion, HUB and other required reports.
10. Establish procedures to document expenditures associated with local administration of the project.
11. Serve as liaison for the Administrator during any review or monitoring visit by staff representatives from either TDHCA or HUD.

**B. Financial Management**

1. Assist the Administrator in proving its ability to manage the grant funds to the state's audit division.
2. Assist the Administrator in establishing and maintaining a Direct Deposit bank account and/or separate local bank account, journals, and ledgers.
3. Assist the Administrator in submitting the required Direct Deposit Authorization form, the Texas Application for Payee Identification. Number, the Identification of Contract Administrator form and any other forms as required by TDHCA.
4. Prepare all fund drawdowns on behalf of the Administrator in order to ensure orderly, timely payments to all contracting parties within the allotted time period.
5. Review invoices received for payment and file back-up documentation.
6. Provide general advice and technical assistance to Administrator's personnel regarding implementation of project and regulatory matters.
7. Assist the Administrator in establishing procedures to handle the use of any HOME program income.

**C. Environmental Review**

1. Perform environmental assessment procedures and prepare documentation as necessary.
2. Coordinate environmental clearance procedures with other federal or state agencies and interested parties responsible for implementing applicable laws.
3. Document consideration of any public comments.
4. Prepare any required re-assessment of environmental assessment and/or documentation as necessary.

**D. Construction Management (if required for Davis-Bacon compliance)**

1. Assist Administrator in documenting compliance with all federal and state requirements related to equal employment opportunity.
2. Assist Administrator in documenting compliance with all federal and state requirements related to minimum wage and overtime pay requirements.
3. If required, provide assistance to or act as local labor standards officer. Notify TDHCA in writing of name, address, and phone number of appointed labor standards compliance officer.
4. If required, request wage rates from TDHCA.
5. Advertise for bids.

6. Make ten-day call to TDHCA.
7. Verify construction contractor eligibility with TDHCA.
8. Review construction contract.
9. Conduct pre-construction conference and prepare reports as necessary.
10. Submit any reports of additional classification and rates to TDHCA.
11. Issue Start of Construction Notice to TDHCA.
12. Review weekly payrolls, including compliance follow-ups, and conduct employee interviews.
13. Process and submit change orders to TDHCA prior to execution.
14. Obtain Final Wage Compliance Report and submit to TDHCA.
15. Provide general advice and technical assistance to Administrator's personnel on implementation of project and regulatory matters.

E. Homeowner Reconstruction Assistance - OCC

1. Prepare and submit local rehabilitation guidelines, policies and procedures, and work write-ups for all projects to TDHCA for approval.
2. Develop affirmative marketing plan, outreach and necessary application processing/verification forms.
3. Screen applicants for program qualification.
4. Screen homes for feasibility.
5. Conduct lead-based paint assessment.
6. Inform all applicants as to eligibility and prepare HOME contract for qualified applicants.
7. Prepare work write-ups and cost estimates.
8. If requested, assist homeowners in the procurement of contracted construction services.
9. Conduct homeowner pre-construction conference and prepare documentation.
10. Issue Notice to Proceed to construction contractor(s).
11. Ensure that all construction activities meet or exceed Texas Minimum Construction Standards.
12. Conduct interim/final inspections, process final contract documents, and maintain a record of beneficiaries.
13. Maintain client files following TDHCA requirements.
14. Manage dispute resolution process as required.

F. Homebuyer Assistance - HBA

1. Prepare and submit local rehabilitation guidelines, policies and procedures, and work write-ups for all projects to TDHCA for approval
2. Develop affirmative marketing plan, outreach and necessary application processing/verification forms
3. Screen applicants for program qualification
4. Screen homes for compliance with the Texas Minimum Construction Standards
5. Conduct lead-based paint assessment
6. Inform all applicants as to eligibility and prepare HOME contract for qualified applicants
7. Conduct or assist with acquisition of homebuyer education
8. Assist lender with completion of second lien documents and ensure their timely submission to TDHCA
9. Ensure that all construction activities meet or exceed Texas Minimum Construction Standards
10. Conduct interim/final inspections, process final contract documents, and maintain a record of beneficiaries
11. Maintain client files following TDHCA requirements
12. Manage dispute resolution process as required.

G. Fair Housing / Equal Opportunity

1. Assist the Administrator in developing, implementing, and documenting new activities to affirmatively further fair housing activities during the contract period.
2. Maintain documentation of all project beneficiaries by ethnicity and gender.
3. Prepare Section 3 and Affirmative Marketing Plan.
4. Perform all Section 504 requirements and prepare documentation as necessary.
5. Provide all applicable equal opportunity provisions and certifications for inclusion in bid packet.

H. Audit/Close-out Procedures

1. Prepare the final Project Completion Report, including Historically Underutilized Businesses (HUB) Report and Certificate of Contract Completion.
2. Assist Administrator in resolving any review, monitoring and/or audit findings.
3. Assist Administrator in resolving any third-party claims.
4. Provide auditor with HOME audit guidelines.



**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 August 28, 2023.**

| THRESHOLD   | PROVISION   | CITATION   |
|---|---|--|
| <p style="text-align: center;">&gt;\$250,000<br/>(Simplified Acquisition Threshold)</p> | <p>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.</p>   | <p style="text-align: center;">2 CFR 200<br/>APPENDIX II (A)</p>                         |
| <p style="text-align: center;">&gt;\$10,000</p>   | <p>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.</p>   | <p style="text-align: center;">2 CFR 200<br/>APPENDIX II (B)</p>                         |
| <p style="text-align: center;">None</p>   | <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., p. 339</a>), 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 style="padding-left: 40px;">(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:</p> | <p style="text-align: center;">2 CFR 200<br/>APPENDIX II I and<br/>41 CFR §60-1.4(b)</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.

- (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.
- (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.
- (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.
- (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.
- (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.
- (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.

- (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 may request the United States to enter into such litigation to protect the interests of the United States.

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.

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 administering agency in the discharge of the agency's primary responsibility for securing compliance.

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>&gt;\$2,000</p>   | <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 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.</p> | <p>2 CFR 200 APPENDIX II (D)</p> |
| <p>&gt;\$100,000</p> | <p>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.</p>   | <p>2 CFR 200 APPENDIX II (E)</p> |
| <p>None</p>          | <p>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.</p>  | <p>2 CFR 200 APPENDIX II (F)</p> |
| <p>&gt;\$150,000</p> | <p>Clean Air Act (<a href="#">42 U.S.C. 7401-7671g</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</p>  | <p>2 CFR 200 APPENDIX II (G)</p> |

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|            | 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).   |   |
| >\$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 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.  | 2 CFR 200 APPENDIX II (H)                     |
| >\$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 APPENDIX II (I) and 24 CFR §570.303 |
|            | See 2 CFR §200.323.  | 2 CFR 200 APPENDIX II (J)                     |
|            | See 2 CFR §200.216.  | 2 CFR 200 APPENDIX II (K)                     |
|            | See 2 CFR §200.322.  | 2 CFR 200 APPENDIX II (L)                     |
| >\$10,000  | 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 Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at <a href="#">40 CFR part 247</a> 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 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. | 2 CFR 200.323                                 |
| >\$100,000 | <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><br><br>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.<br><br>B. The parties to this contract agree to comply with HUD's regulations in 24 CFR  |   |

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|      | <p>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, 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 |

Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under [Public Law 115-232](#), section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See [Public Law 115-232](#), section 889 for additional information.

(d) See also [§ 200.471](#).

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| 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>   | 2 CFR 200.322(a)(b)(1)(2) |
| None | 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.   | 2 CFR 200.112             |
| None | 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. | 2 CFR 200.336             |
| 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) 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</p>   | 2 CFR 200.321             |



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|      | Agency of the Department of Commerce; and<br>(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.  |                                |
| 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                  |
| None | <p>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 2270.0052, 2270.0102, or 2270.0152. In accordance with Texas Government Code, Chapter 2252, Subchapter F, <b>Respondent</b> hereby represents and warrants that it is not a company identified on the lists prepared and maintained under Texas Government Code §§ 2270.0052 (companies with business operations in Sudan), 2270.0102 (companies with business operations in Iran), or 2270.0152</p>   | Texas Government Code 2252.152 |

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|   | (companies known to have contracts with or provide supplies or services to a foreign terrorist organization). Notwithstanding the foregoing, a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or to a foreign terrorist organization, is not subject to contract prohibition under this clause. A company claiming such exemption must submit the official copy of the declaration.  |  |
| >\$100,000  | <p>PROVISION REQUIRED IN CONTRACT. (a) This section applies only to certain solicitations and contracts. Section 2271.002 of the Texas Government Code states the following:</p> <p>(a) This section applies only to a contract that:</p> <p>(1) is between a governmental entity and a company with 10 or more full-time employees; and</p> <p>(2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.</p> <p>(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:</p> <p>(1) does not boycott Israel; and</p> <p>(2) will not boycott Israel during the term of the contract. Section 2271.001(2) of the Government Code defines "company" to be the meaning assigned by Section 808.001 of the Texas Government Code, except that the term does not include a sole proprietorship.</p> | Texas Government Code 2271.002                             |
| Option Contract Language for contracts awarded prior to Grant Award | The contract award is contingent upon the receipt of federal 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. |