

Request for Qualifications (RFQ) for Engineering - City of Gonzales, Texas

September 16, 2020

Re: Texas General Land Office (GLO) Community Development Block Grant Disaster Recovery-Mitigation (CDBG-MIT) Program

Dear Engineering Service Providers:

Attached is a copy of the City of Gonzales, Texas, Request for Qualifications for engineering services. These services are being solicited to assist the City of Gonzales in its application and project implementation of a contract(s), if awarded, from GLO CDBG-MIT Program.. The City of Gonzales will be applying for such funding to support infrastructure activities in the City of Gonzales.

Multiple contracts may be awarded as a result of this solicitation.

The submission requirements for this proposal are also included on the attached Request for Qualifications (RFQ) form. Please submit a proposal of services and statement of qualifications to:

Tim Patek, City Manager
City of Gonzales
820 St. Joseph Street
Gonzales, Texas 78629

The deadline for submission of proposals is **September 28, 2020 at 8 a.m.** Please provide one digital copy of your proposal of services and statement of qualifications to citysecretary@gonzales.texas.gov, as well as four (4) hard copies to address above. 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.

The City of Gonzales 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 Gonzales is an Affirmative Action/Equal Opportunity Employer. Section 3 Residents, Minority Business Enterprises, Small Business Enterprises, Women Business Enterprises, and labor surplus area firms are encouraged to submit proposals.

Sincerely,



Tim Patek
City Manager

The City of Gonzales is seeking to enter into an engineering services contract with a state-registered engineer. The following outlines this request for qualifications.

- I. Scope of Work - The engineering contract will encompass all project-related engineering services to the City of Gonzales under its CDBG-MIT, including but not limited to the following:

Post-Funding Services

Initial Engineering and Design Support Engineering and Final Design Support Bid and Award Support Contract Management and Construction Oversight Specialized Services

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

- II. Statement of Qualifications - The City of Gonzales is seeking to contract with a competent engineering firm, registered to practice in the State of Texas, that has had experience in the following areas:

- Municipal construction including but not limited to disaster recovery, projects;
- Registered and in good standing as a professional engineer per the Texas Engineering Practice Act
- Federally-funded construction projects; and
- Projects located in this general region of the state

As such, please provide within your proposal a list of past local government clients, as well as resumes of all engineers that will or may be assigned to this project if you receive the engineering services contract award. Each firm must furnish a minimum of five (5) references.

- III. Evaluation Criteria – Exhibit B. The proposals received will be evaluated and ranked according to the following criteria:

| <u>Criteria</u> | <u>Maximum Points</u> |
|---------------------|-----------------------|
| Experience | 60 |
| Work Performance | 25 |
| Capacity to Perform | 15 |
| Total | 100 |

- IV. For this RFQ, Respondent’s qualifications will be evaluated and the most qualified Respondent will be selected, subject to negotiation of fair and reasonable compensation.
- V. Upon the award of this contract, profit (either %/actual cost) must be identified and negotiated as a separate element of the price for any contract in excess of \$150,000.00. “Cost plus percentage of cost proposals are prohibited”
- VI. Submission Requirements
- A copy of your current **certificate of insurance** for professional liability.

- **A statement of conflicts** (if any) the proposing entity or key employees may have regarding these services. The statement should include conflicts, as well as any working relationships that may be perceived by disinterested parties as a conflict. If no potential conflicts of interests are identified, please state so.
- **System for Award Management.** Consultant/Firm is not debarred or suspended from the Excluded Parties List System (EPLS) in the System for Award Management (SAM) and must have an active registration with the System for Award Management (www.SAM.gov). Include verification that your company is registered and that the company's principal is not listed (is not debarred) through the System for Award Management (www.SAM.gov). Enclose a print out of the search results that includes the record date.
- **Form CIQ**, enclosed in Exhibit C. Texas Local Government Code chapter 176 requires that any vendor or person who enters or seeks to enter into a contract with a local government entity disclose in the Questionnaire Form CIQ the vendor or person's employment, affiliation, business relationship, family relationship or provision of gifts that might cause a conflict of interest with a local government entity. Questionnaire form CIQ is included in the RFP and must be submitted with the response.
- **Certification Regarding Lobbying**, enclosed in Exhibit C. Certification for Contracts, Grants, Loans, and Cooperative Agreements is included in the RFQ and must be submitted with the response.
- **Form 1295**, enclosed in Exhibit C. All contracts and contract amendments, extensions, or renewals executed by the City of Gonzales will require the completion of Form 1295 "Certificate of Interested Parties" pursuant to Government Code § 2252.908. Form 1295 must be completed by awarded vendor at time of signed contract submission. Form 1295 is included in this RFQ for your information.
- **Required Contract Provisions.** Applicable provisions enclosed in Exhibit D must be included in all contracts executed as a result of this RFQ.

- VII. 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 RFQ. If the awarded vendor is a prime contractor and may use subcontractors, the following affirmative steps are required of the prime contractor:
- 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - 2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

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

Houston MBDA Business Center
 2302 Fannin Street, Suite 165, Houston, TX 77002
 713-718-8974
<https://www.hccs.edu/hcc-in-the-community/entrepreneurial-initiatives/mbda/>

Dallas-Fort Worth MBDA Business Center
 8828 N Stemmons Freeway - Ste 550-B, Dallas, TX 75247
 214-920-2436
<http://www.mbdadfw.com/>

San Antonio MBDA Business Center
501 W César E Chávez Blvd, San Antonio, TX 78207
210-458-2480
<https://sanantoniombdacenter.com/>

MBDA Business Center – El Paso
c/o El Paso Hispanic Chamber of Commerce
2401 E. Missouri Ave.
El Paso, TX 79903
915-351-6232 ext. 19
<https://ephcc.org/blog/growing-my-existing-business/our-mbda-business-center/>

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

Houston Women's Business Council, Inc.
9800 Northwest Freeway, Suite 120, Houston, TX 77018
713-681-9232
wbc@wbea-texas.org

LiftFund - Dallas Fort Worth Women's Business Center
8828 N. Stemmons Fwy, Suite 142, Dallas, TX 75247
888-215-2373
wbcdfw@liffund.com

LiftFund - San Antonio Women's Business Center
600 Soledad St., San Antonio, TX 78205
888-215-2373
wbc@liffund.com

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

- VIII. **Questions/Requests for Clarification: Any question, request for clarification, or request for additional information regarding this RFQ should be submitted no later than 12 pm, September 25, 2020 via e-mail to citysecretary@gonzales.texas.gov.** No oral response by any employee or agent of the City of Gonzales, Texas shall be binding on the City of Gonzales or shall in any way be considered a commitment by the City of Gonzales. Access to a digital copy of this RFQ, as well as any additional Addenda issued, may be found at <https://www.gonzales.texas.gov/>

Deadline for Submission – Four (4) hard copies and one digital copy of the proposal must be received no later than 9 am on September 28, 2020 at the following address: 820 St. Joseph Street, Gonzales, Texas 78629.

**Texas General Land Office
Community Development Block Grant Disaster Recovery - Mitigation (CDBG – MIT)**

Administration Services
Description of Programs

Below is a description of proposed Community Development Block Grant-Mitigation (CDBG-MIT) construction/acquisition programs through the Texas General Land Office (GLO). The City of Gonzales anticipates applying for the following programs (please check the appropriate programs below):

Applicant: The City of Gonzales

- Programs:**
(Local Government will check boxes for Programs included in this RFP)
- Hurricane Harvey Mitigation (for declared counties)
 - 2015 Floods Mitigation (for declared counties)
 - 2016 Floods Mitigation (for declared counties)
 - Hazard Mitigation: Supplemental (for declared counties)
 - Regional Mitigation (for declared counties)
 - Coastal Resiliency (Coastal Counties Only)

CDBG-MIT Program Descriptions:

Hurricane Harvey State Mitigation: Funds mitigation projects for Hurricane Harvey HUD MID and State MID areas. The State Competition is open to cities, counties, council of governments, state entities, special and service districts. Examples of projects include flood control and drainage improvements, infrastructure improvements, green infrastructure, public facilities, and buyouts.

2015 Floods State Mitigation: Provide funds to cities, counties, Indian Tribes, and councils of governments to address risks in the 2015 Floods HUD MID and State MID areas. Examples of projects include flood control and drainage improvements, infrastructure improvements, green infrastructure, public facilities, and buyouts.

2016 Floods State Mitigation: Provide funds to cities, counties, Indian Tribes, and councils of governments to address risks in the 2016 Floods HUD MID and State MID areas. Examples of projects include flood control and drainage improvements, infrastructure improvements, green infrastructure, public facilities, and buyouts.

Hazard Mitigation Grant Program (HMGP): Supplemental: The Texas Division of Emergency Management has called for, selected, and prioritized a variety of local mitigation projects through FEMA's HMGP. This supplemental helps fund HMGP CDBG-MIT eligible projects that were selected but unable to receive funding in Hurricane Harvey impacted areas.


Regional Mitigation (COG MODs): Each Council of Government (COG) impacted by Hurricane Harvey will be allocated funds. Each COG will develop a method of distribution (MOD) to allocate funds to local units of governments and Indian Tribes. The GLO encourages the prioritization of regional investments with regional impacts in risk reduction to develop disaster-resistant infrastructure including upgrading of water, Sewer, solid waste, communications, energy, transportation, health and medical infrastructure, and natural mitigation infrastructure.

Coastal Resiliency: Provides Funds for a combination of green/ grey infrastructure, or non-structural CDBG-MIT eligible projects identified in the Texas Coastal Master Plan in the Hurricane Harvey HUD MID and State MID areas that enact long-term coastal resiliency. Counties, cities, navigation districts, port authorities, non-government organizations and state agencies are eligible to apply. Examples of projects include wetland protection, beach nourishment, and dune restoration, regional infrastructure improvements, and oyster reef enhancements.

See the GLO's CDBG-MIT Action Plan for more information on the requirements and scopes of these activities:
<https://recovery.texas.gov/files/programs/mitigation/cdbq-mit-submitted-plan.pdf>

This form will be inserted into the RFQ Packet for engineering purposes.

APPROVED BY:



Connie Kacir, City of Gonzales Mayor

CDBG-MIT HUD and State MID Areas

PLEASE NOTE: Hazard Mitigation: Supplemental, Regional, and Coastal Resiliency Counties are TBD. If you believe you may qualify, please check the box for that program.

| County | 2015 | 2016 | Harvey | County | 2015 | 2016 | Harvey |
|---------------|-----------|-----------|-----------|-------------|-----------|-----------|-----------|
| Anderson | - | State MID | - | Jack | State MID | - | - |
| Angelina | State MID | State MID | - | Jackson | - | - | State MID |
| Aransas | - | - | HUD MID | Jasper | State MID | State MID | HUD MID |
| Archer | State MID | - | - | Jefferson | - | - | HUD MID |
| Atascosa | State MID | - | - | Jim Wells | State MID | - | State MID |
| Austin | State MID | State MID | State MID | Johnson | State MID | - | - |
| Bandera | - | State MID | - | Jones | State MID | State MID | - |
| Bastrop | State MID | State MID | State MID | Karnes | - | - | State MID |
| Baylor | State MID | - | - | Kaufman | State MID | - | - |
| Bee | - | - | State MID | Kendall | State MID | - | - |
| Blanco | State MID | - | - | Kleberg | - | State MID | State MID |
| Bosque | State MID | State MID | - | Lamar | State MID | State MID | - |
| Bowie | State MID | - | - | Lavaca | - | - | State MID |
| Brazoria | State MID | HUD MID | HUD MID | Lee | State MID | State MID | State MID |
| Brazos | - | State MID | - | Leon | State MID | State MID | - |
| Brown | State MID | State MID | - | Liberty | State MID | State MID | HUD MID |
| Burleson | State MID | State MID | State MID | Limestone | - | State MID | - |
| Caldwell | State MID | State MID | State MID | Lubbock | State MID | - | - |
| Calhoun | - | - | State MID | Lynn | State MID | - | - |
| Callahan | State MID | State MID | - | Madison | State MID | State MID | State MID |
| Cameron | State MID | - | - | Marion | - | State MID | - |
| Cass | State MID | State MID | - | Matagorda | - | - | State MID |
| Chambers | - | - | HUD MID | McLennan | State MID | - | - |
| Cherokee | State MID | State MID | - | Milam | State MID | State MID | State MID |
| Clay | State MID | - | - | Montague | State MID | - | - |
| Coleman | - | State MID | - | Montgomery | State MID | HUD MID | HUD MID |
| Collingsworth | State MID | - | - | Nacogdoches | State MID | - | - |
| Colorado | State MID | State MID | State MID | Navarro | State MID | State MID | - |
| Comal | State MID | - | State MID | Newton | State MID | HUD MID | HUD MID |
| Comanche | State MID | State MID | - | Nueces | State MID | - | HUD MID |
| Cooke | State MID | - | - | Orange | State MID | State MID | HUD MID |
| Coryell | State MID | State MID | - | Palo Pinto | State MID | State MID | - |
| Dallas | State MID | - | - | Parker | State MID | State MID | - |
| Delta | State MID | - | - | Polk | State MID | State MID | State MID |
| Denton | State MID | - | - | Real | State MID | - | - |
| DeWitt | State MID | - | State MID | Red River | State MID | State MID | - |
| Dickens | State MID | - | - | Refugio | State MID | - | HUD MID |
| Duval | State MID | - | - | Robertson | State MID | - | - |
| Eastland | State MID | State MID | - | Rusk | State MID | - | - |

| County | 2015 | 2016 | Harvey | County | 2015 | 2016 | Harvey |
|-----------|-----------|-----------|-----------|---------------|-----------|-----------|-----------|
| Edwards | State MID | - | - | Sabine | State MID | State MID | State MID |
| Ellis | State MID | - | - | San Augustine | State MID | State MID | State MID |
| Erath | State MID | State MID | - | San Jacinto | State MID | State MID | HUD MID |
| Falls | - | State MID | - | San Patricio | - | - | HUD MID |
| Fannin | State MID | State MID | - | Shelby | State MID | State MID | - |
| Fayette | State MID | State MID | HUD MID | Smith | State MID | State MID | - |
| Fisher | - | State MID | - | Somervell | State MID | State MID | - |
| Fort Bend | State MID | HUD MID | HUD MID | Starr | State MID | - | - |
| Frio | State MID | - | - | Stephens | - | State MID | - |
| Gaines | State MID | - | - | Tarrant | State MID | - | - |
| Galveston | State MID | - | HUD MID | Throckmorton | State MID | State MID | - |
| Garza | State MID | - | - | Tom Green | State MID | - | - |
| Gillespie | State MID | - | - | Travis | HUD MID | State MID | - |
| Goliad | - | - | State MID | Trinity | State MID | State MID | - |
| Gonzales | State MID | - | State MID | Tyler | State MID | State MID | State MID |
| Grayson | State MID | - | - | Upshur | - | State MID | - |
| Gregg | - | State MID | - | Uvalde | State MID | - | - |
| Grimes | State MID | State MID | State MID | Van Zandt | State MID | State MID | - |
| Guadalupe | State MID | - | State MID | Victoria | State MID | - | HUD MID |
| Hall | State MID | State MID | - | Walker | State MID | State MID | State MID |
| Hardin | State MID | State MID | HUD MID | Waller | State MID | State MID | State MID |
| Harris | HUD MID | HUD MID | HUD MID | Washington | State MID | State MID | State MID |
| Harrison | State MID | State MID | - | Wharton | State MID | State MID | HUD MID |
| Hartley | State MID | - | - | Wichita | State MID | - | - |
| Hays | HUD MID | - | - | Willacy | State MID | - | - |
| Henderson | State MID | State MID | - | Williamson | State MID | - | - |
| Hidalgo | HUD MID | State MID | - | Wilson | State MID | - | - |
| Hill | State MID | - | - | Wise | State MID | - | - |
| Hood | State MID | State MID | - | Wood | - | State MID | - |
| Hopkins | State MID | - | - | Young | State MID | - | - |
| Houston | State MID | State MID | - | Zavala | State MID | - | - |

Harvey HUD Most Impacted and Distressed (MID) Zip Codes

75979 77320 77335 77351 77414 78934 77423 77482 77493 77979

Coastal Resiliency Counties

Based on the 2019 Coastal Resiliency Master Plan

Coastal Resiliency Counties

| | | |
|-----------|-----------|--------------|
| Aransas | Jackson | Orange |
| Brazoria | Jefferson | Refugio |
| Cameron | Kenedy | San Patricio |
| Chambers | Kleberg | Victoria |
| Galveston | Matagorda | Willacy |
| Harris | Nueces | |

SCOPE OF SERVICES

Engineering Services

Providers will help the GLO fulfill State and Federal Community Development Block Grant Mitigation ("CDBG-MIT") statutory responsibilities related to disaster recovery for presidentially declared disasters in Texas. Providers will assist the GLO and grant recipients in the completion of CDBG qualified housing or non-housing projects. Respondents may be qualified to provide Engineering services for housing projects, non-housing projects, or both. Engineering services must be performed in compliance with the U.S. Department of Housing and Urban Development ("HUD") and guidelines issued by the GLO. Providers will be bound to specific terms and conditions found in the general terms and conditions.

DESCRIPTION OF SERVICES AND SPECIAL CONDITIONS

Respondents will be required to show the ability to provide all the Engineering services described below. Respondent shall then provide a detailed description of how they meet the requirement, describing their knowledge and experience, as well as providing discrete examples of previous work where applicable.

General Requirements

- a) Coordinate, as necessary, between City of Gonzales and its service providers (i.e., Engineer, Environmental, Contracted Construction Company, Grant Administrator, etc.) and GLO regarding project design services.
- b) Provide monthly project status updates.
- c) Funding release will be based on deliverables identified in the contract.

Initial Engineering and Design Support

Respondents will be required to show the ability to provide all the Engineering services described below:

- d) Provide all project information necessary to ensure timely execution of the environmental review.
- e) Provide preliminary engineering, investigations, and drawings sufficient to achieve the preliminary design milestone, including at a minimum:
 - Cross sections/elevations
 - Project layout/staging areas
 - General notes
 - o Special notes
 - o Design details
 - o Specifications
 - o Utility relocation designs
 - o Construction limits, including environmentally sensitive areas that should be avoided during construction
 - o Required permits
 - o Quantities
 - o Estimate of construction costs to within +/- 20%
 - o Schedules for design, permitting, acquisition and construction
- a) Design surveying, topographic and utility mapping.
- b) Perform subsurface explorations for project sites, as necessary.

- c) Prepare horizontal alignments/layouts for all proposed project alternatives necessary to fully describe the project scope, anticipated limitations, and potential project impacts.
- d) Recommend value engineering options (alternative design, construction methods, procurement, etc.) that may improve efficiency, expedite the schedule, or reduce project costs for the City of Gonzales.
- e) Identify, acquire and submit all necessary permits and approvals required for design approval and construction.
- f) Submit all necessary deliverables to the appropriate entity for review and comment. Adjust project and/or design to satisfactorily address any comments, as necessary.
- g) Prepare plans and profiles, including vertical design information for the selected alternative.
- h) Identify and address potential obstacles to project implementation (i.e., pipelines, easements, permitting, environmental, etc.) prior to moving forward with the final design.
- i) Support City of Gonzales with acquisition or property/servitudes/right-of-way documentation as required by the City to facilitate the project, preparing right of way surveys and/or property boundary maps and legal descriptions of parcels to be acquired.
- j) Provide project schedules from inception to completion in format approved by the City of Gonzales based on GLO guidance.

Engineering and Final Design Support

Respondents will be required to show the ability to provide all the Engineering services described below as they relate to final design support:

- a) Prepare plans and profiles, including necessary design information for the selected alternative sufficient to achieve all detailed design milestones. Examples include, but are not limited to:
 - o Cross sections/elevations
 - o Project layout/staging areas
 - o General notes
 - o Special notes
 - o Design details
 - o Specifications
 - o Utility relocation designs
 - o Construction limits, including environmentally sensitive areas that should be avoided during construction
 - o Required permits
 - o Quantities
 - o Estimate of construction costs to within +/- 20%
 - o Schedules for design, permitting, acquisition and construction
- b) Provide information to appropriate individuals for the development of environmental fund release reports and floodplain maps.
- c) Identify, acquire and submit all necessary permits and approvals required for design approval and construction.
- d) Provide hard copy, if necessary, reproducible plan drawings and bid documents, in addition to electronic copies to the City of Gonzales, upon design completion, and as requested during design. Electronic copies should be in the native format (AutoCAD DWG) along with PDF packages and should contain all corresponding references, databases, or files associated with the completed design documents.

- e) Assist the City of Gonzales and any service provider related to the project with all necessary documentation to ensure compliance with all Program requirements and regulations.

Bid and Award Support

Respondents will be required to show the ability to provide all the Engineering services described below as they relate to bid and award support.

- a) Submit appropriate items and support City of Gonzales in the development of complete bid package.
- b) Prepare and assist City of Gonzales in the advertisements for bid solicitation.
- c) Support development and issuance of bid-related documents necessary to complete bid process (e.g., bid proposal form, bid addenda and supporting documentation).
- d) Attend and support City of Gonzales at pre-bid conference and bid opening.
- e) Support City of Gonzales with ongoing communication during bid process.
- f) Support City of Gonzales to complete bid tabulation and evaluation of responses and provide recommendation for award.
- g) Support City of Gonzales to negotiate and finalize contract documents, including issuance of the Notice to Proceed, in accordance with program and city requirements.
- h) Support City of Gonzales in the conducting of a preconstruction conference.

Contract Management and Construction Oversight

Respondents will be required to show the ability to provide all the Engineering services described below as they relate to contract management and construction oversight.

- a) Ensure delivery of City of Gonzales project in accordance with contract.
- b) Provide ongoing Construction Oversight Reports detailing the status of construction for City of Gonzales project.
- c) Review all service provider submittals to ensure compliance with construction contract documents and provide recommendations to City of Gonzales.
- d) Provide periodic and final inspections and tests reports, as required for the project.
- e) Provide on-site supervision and oversight of construction activities at a minimum on a bi-weekly basis or as directed by the GLO or City of Gonzales.
- f) Review Construction Change Orders and provide recommendation to City of Gonzales as to appropriate action.
- g) Review invoice/draw requests and provide recommendation to City of Gonzales as to appropriate action, in compliance with the construction contract documents.
- h) Obtain independent cost estimates for validation purposes, as required.
- i) Review and respond to requests for information/clarification.
- j) Support City of Gonzales with issue identification and claims resolutions.
- k) Enter all requisite information into the GLO system of record in accordance with established policies and procedures.
- l) Develop a final "as built" report of quantities, drawings, and specifications.
- m) Issue to the City of Gonzales, for execution, a Certificate of Construction Completion within 30 days of final inspection approval.
- n) Deliver "as-built" drawings to the City of Gonzales within 30 days of project completion.
- o) Host and/or attend project coordination meetings in person, by phone, or by video conference, which may or may not fall during normal business hours.
- p) Perform other contract management and construction oversight duties as required to ensure success of the City of Gonzales project.

- q) Provide necessary certifications to regulatory agencies of project completion and compliance (ex. TCEQ).
- r) Submit all final invoices within 60 days after contract or work order expiration.

Specialized Services

Respondents will be required to show the ability to provide all the Engineering services described below as they relate to specialized services.

- a) Provide Geotechnical Investigations as may be required for a project.
- b) Provide Detailed Surveying as may be required for a project.
- c) Provide Site Specific Testing as may be required for a project.
- d) Provide Archeological Studies as may be required for a project.
- e) Provide Planning Studies as may be required for a project.
- f) Provide Feasibility Studies as may be required for a project.
- g) Provide Legal documentation for property and/or easements to be acquired (i.e., field notes, etc.).
- h) Provide Phase I and Phase II environmental site assessments as requested.

Independent Consultant:

The selected Engineer shall not be an employee of the City. The Engineer will act as an independent consultant and acquire no rights or benefits offered to employees of the City, its departments, or agencies.

Request for Qualifications Preparation Costs

Issuance of this RFQ does not commit the City of Gonzales, in any way, to pay any costs incurred in the preparation and submission of an RFQ. All costs related to the preparation and submission of this RFQ shall be borne by the respondent.

Indemnification Clause

Engineer shall indemnify, defend and hold harmless the City of Gonzales, Texas and its officials, employees and agents (collectively referred to as "Indemnitees") and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including reasonable attorney's fees) or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of Services contemplated by this Agreement but only to the extent caused by the negligent acts, errors or omissions, intentional torts, intellectual property infringement, or a failure to pay a sub-contractor or supplier committed by Engineer or Engineer's agent, consultant under contract, or another entity over which Engineer exercises control (whether active or passive) of Engineer or its employees, agents or sub-contractors (collectively referred to as "Engineer") (ii) the failure of Engineer to comply with any of the paragraphs herein or the failure of Engineer to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal, state or local, in connection with the performance of this Agreement. Engineer expressly agrees to indemnify and hold harmless the Indemnitees, or any one of them, from and against all liabilities which may be asserted by an employee or former employee of Engineer, or any of its sub-contractors, as provided above, for which Engineer's liability to such employee or former employee would otherwise be limited to payments under State Workers' Compensation or similar laws. Nothing herein shall require Engineer to indemnify, defend, or hold harmless any Indemnitee for the Indemnitee's own negligence or willful misconduct. Any and all indemnity

provided for in this Agreement shall survive the expiration of this Agreement and the discharge of all other obligations owed by the parties to each other hereunder and shall apply prospectively not only during the term of this Agreement but thereafter so long as any liability could be asserted in regard to any acts or omissions of Engineer in performing Services under this Agreement.

For Engineer Liability Claims, Engineer shall be liable for reasonable defense costs incurred by Indemnitees but only after final adjudication and to the extent and percent that Engineer or Engineer's agents are found negligent or otherwise at fault. As used in this Agreement, final adjudication includes any negotiated settlement and release of claims, without limitation as to when a negotiated settlement and release of claims occurs.

Confidential Information

Any information deemed to be confidential by the respondent should be clearly annotated on the pages where confidential information is contained. The City cannot guarantee that it will not be required to disclose all or part of any public record under Texas Public Information Act, since information deemed to be confidential by the Bidder may not be confidential under Texas Law, or pursuant to a Court order.

Right to Audit

The City of Gonzales reserves the right to audit the vendor's books and records relating to the performance of this contract. The City of Gonzales, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect to the Service Contract. If such audit shall disclose overpayment by City to vendor, written notice of such overpayment shall be provided to the vendor and the amount of the overpayment shall be promptly reimbursed to the City. In the event any such overpayment is not paid within ten (10) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

Past Performance

Respondent's past performance will be taken into consideration in the evaluation of Request for Qualifications submittal.

Jurisdiction

Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and payable in Gonzales County, Texas. The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Gonzales County, Texas.

Time Allowed for Execution of Contract

Number of days required for the successful respondent to execute a contract for "ENGINEERING SERVICES" after receiving notification of award of contract shall be thirty (30) days.

Exhibit A – Insurance Requirements

INSURANCE REQUIREMENTS

A. General Liability Coverage: \$1,000,000 per occurrence for bodily injury and property damage. If Commercial General Liability Insurance or other form with a general limit is used, either the general aggregate limit shall apply separately to projects/location or the general aggregate limit shall be twice the required occurrence limit.

B. Professional Liability Coverage:- \$1,000,000 per occurrence (Note: A "claims made" policy is acceptable).

C. Worker's Compensation Coverage: State statutory limits.

D. Deductibles, Self-Insurance Retentions, or Similar Forms of Coverage Limitations or Modifications: Must be declared to and approved by the City. The consultant is encouraged to contact its insurance carriers during this stage to ensure that the insurance requirements can be met if selected for negotiation of a contract agreement

Exhibit B - Engineer Rating Sheet

Grant Recipient _____

CDBG-DR

Name of Respondent _____

Date of Rating _____

Evaluator's Name _____

Experience -- Rate the respondent for experience in the following areas:

Comments

| <u>Factor</u> | <u>Max.Pts.</u> | <u>Score</u> |
|---|-----------------|--------------|
| 1. Has previously designed _____ type of projects | 20 | _____ |
| 2. Has worked on federally funded construction projects | 15 | _____ |
| 3. Has worked on projects that were located in this general region. | 10 | _____ |
| <p>Note: Location for A/E (Architect/Engineer) may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. 2 CFR 200.319(b)</p> | | |
| 4. Extent of experience in project construction management | 15 | _____ |
| Subtotal, Experience | 60 | _____ |

Work Performance

| <u>Factor</u> | <u>Max.Pts.</u> | <u>Score</u> |
|--|-----------------|--------------|
| 1. Past projects completed on schedule | 10 | _____ |
| 2. Manages projects within budgetary constraints | 5 | _____ |
| 3. Work product is of high quality | 10 | _____ |
| Subtotal, Performance | 25 | _____ |

NOTE: Information necessary to assess the respondent on these criteria should be gathered by contacting past/current clients.

Capacity to Perform

| <u>Factor</u> | <u>Max.Pts.</u> | <u>Score</u> |
|---|-----------------|--------------|
| 1. Staff Level / Experience of Staff | 5 | _____ |
| 2. Adequacy of Resources | 5 | _____ |
| 3. Professional liability insurance is in force | 5 | _____ |
| Subtotal, Capacity to Perform | 15 | _____ |

TOTAL SCORE

| <u>Factor</u> | <u>Max.Pts.</u> | <u>Score</u> |
|--|-----------------|--------------|
| <input type="checkbox"/> Experience | 60 | _____ |
| <input type="checkbox"/> Work Performance | 25 | _____ |
| <input type="checkbox"/> Capacity to Perform | 15 | _____ |
| Total Score | 100 | _____ |

Exhibit C: Required RFQ Forms

Insert Proof of Registration with System for Award Management (SAM). Include record search for company name and company principal.

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

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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

Yes No

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

Yes No

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

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

7

Signature of vendor doing business with the governmental entity

Date

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

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

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

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

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

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

(2) the vendor:

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

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

or

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

Certification Regarding Lobbying

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

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

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

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

(c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

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

Signature of Contractor's Authorized Official

Printed Name and Title of Contractor's Authorized Official

Date

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

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

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

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance | Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award | Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change |
| Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if Known: Congressional District, if known: | If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known: | |
| Federal Department/Agency: | 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): | |
| <p>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.</p> | Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____ | |
| Federal Use Only | Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97) | |

(To be completed by awarded vendor)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

| | |
|---|------------------------|
| Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties. | OFFICE USE ONLY |
| 1 Name of business entity filing form, and the city, state and country of the business entity's place of business. | |
| 2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. | |

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

| 4 Name of interested Party | City, State, Country (place of business) | Nature of Interest (check applicable) | |
|----------------------------|--|---------------------------------------|--------------|
| | | Controlling | Intermediary |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

5 Check only if there is NO interested Party.

6 **AFFIDAVIT** I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

Exhibit D: REQUIRED CONTRACT PROVISIONS

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 effected 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 governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and 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 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. | 2 CFR 200.336 |
| None | 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 | 2 CFR 200.333 |

| | | |
|------|--|---------------|
| | <p>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) 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</p> | 2 CFR 200.321 |

| | | |
|--|---|-----------------|
| | <p>business enterprises are solicited whenever they are potential sources;</p> <p>(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;</p> <p>(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;</p> <p>(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and</p> <p>(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.</p> | |
| <p>Option Contract Language for contracts awarded prior to Grant Award</p> | <p>The contract award is contingent upon the receipt of CDBG-DR funds. If no such funds are awarded, the contract shall terminate.</p> | <p>Optional</p> |

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

| THRESHOLD | PROVISION | CITATION |
|---------------------|---|--|
| <p>>\$10,000</p> | <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 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>(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>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>41 CFR §60-1.4(b) and 2 CFR 200 APPENDIX II (C)</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.

(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 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.

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.

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.

(c) Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.

(d) Inclusion of the equal opportunity clause by reference. The equal opportunity clause may be 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.

(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.

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| | <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> | |
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[80 FR 54975, Sept. 11, 2015]

| THRESHOLD | PROVISION | CITATION |
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| >\$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 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> | 2 CFR 200 APPENDIX II (D) |
| >\$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</p> | 2 CFR 200 APPENDIX II (G) |

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| | Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). | |
| >\$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>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,</p> | 24 CFR §135.38 |

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| | <p>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> | |
| | <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 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 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>2 CFR 200 APPENDIX II (J)</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> | <p>42 U.S.C. 6201</p> |