CITY OF MISSION
SOLICITATION, OFFER AND AWARD FORM

SOLICITATION INFORMATION
REQUEST FOR PROPOSALS (RFP)

1. PROPOSAL NO.: 21-002-10-26

2. ISSUE DATE: October 05, 2020

3. FOR INFORMATION CONTACT: (No collect calls)
NAME: Eduardo Belmarez, Deputy Assistant/Purchasing Director
TELEPHONE: (956) 580-8667 **FAX:** (956) 580-8798
E-MAIL: ebelmarez@missiontexas.us

4. BRIEF DESCRIPTION:

Engineering Design Services for Shary Village Industrial Park Roadway and Drainage Improvements Mission Infrastructure Project 2020

5. PRE-PROPOSAL CONFERENCE:
(Strongly Recommended)
****** There WILL be a conference via Zoom. ******
DATE: October 13, 2020
TIME: 10:00 AM CST
Zoom Meeting Info:
Meeting ID: 220 547 6707
Password: 9iYEY2

6. ADVERTISING DATES:

1st Week of Advertisement Date: __10__/_05___/_20___

2nd Week of Advertisement Date: __10__/_12___/_20___

7. SUBMIT OFFER TO:
Mailing/Hand/Commercial Courier Delivery

City of Mission
Purchasing Department
1201 E. 8th Street R101
Mission, TX 78572
Proposal # 21-002-10-26

8. OFFER SUBMISSION DUE DATE AND TIME:

DATE: October 26, 2020

TIME: 2:00 PM CST

9. No Facsimiles or late arrivals will be accepted. Any proposals received after offer submission due date and time will not be opened and will be returned. City of Mission Purchasing Department time stamp clock will be the governing time for acceptability of bids. Overnight mail must also be properly labeled on the outside of the express envelope or package in reference to RFP.

10. SUBMIT WITH OFFER: Original offer and 5 photocopies including documents and attachments so indicated on Page 2 of this form.

11. Offers submitted in response to an RFB will be opened publicly by The City of Mission Purchasing Department, immediately after the submission due date and time. Offers submitted in response to an RFP will NOT be publicly opened.

12. FIRM OFFER PERIOD: Offers submitted shall remain firm for a period of 60 calendar days from the final due date for proposals.

13. NOTE: For Invitation for Bids, "offer" and "offeror" mean "bid" and "bidder".

OFFER
(To be completed by Offeror)

14. In compliance with the above, the undersigned agrees, if this offer is accepted within the period specified in Block 12, above, to furnish any or all items, or provide the service(s), upon which prices are offered in the Schedule at the price set opposite each item or service, and to deliver the item(s) and or perform the service(s) at the designated location(s) within the time specified.

15. PROPOSERS NAME, ADDRESS: (Type or Print)

TELEPHONE: **E-MAIL:**
CELL PHONE: **FAX:**

16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN THE OFFER: (Type or Print)

17. PROPOSERS SIGNATURE & DATE:

AWARD
(To be completed by City of Mission)

18. TOTAL AMOUNT OF AWARD:

19. DIRECTOR OF PURCHASING SIGNATURE & DATE OF AWARD:

Name: Signature: _____ Date: ____/____/____

SOLICITATION INDEX

20. CONTENTS: ***(DOCUMENTS WITH A YES ARE TO BE SUBMITTED WITH OFFER)***

	NAME	FORM DESCRIPTION	SUBMIT WITH OFFER?
●	Cover Sheet	Solicitation, Offer and Award Form **(Complete in its entirety to include Sign and Date)**	**YES**
●	Instructions to Proposers	General Terms & Conditions	**YES**
		Technical Proposal	**YES**
		Price Proposal	**NO**
		Insurance Certificate (**This form will be requested after Award of Contract)**	**NO**
●	Scope of Service	Description of Engineering Design Services for Shary Village Industrial Park Roadway and Drainage Improvements Mission Infrastructure Project 2020	**YES**
●	Non-Collusive Bidding Certificate	Vendor Acknowledgement Form **(Signed and Executed)**	**YES**
●	Addenda Checklist	Confirmation Receipt of Addendum(s) **(Signed and Executed)**	**YES**
●	Proposer's General Questionnaire	General Questions (Supporting Documentations) **(Signed and Executed)**	**YES**
●	CIQ Questionnaire	Conflict of Interest Questionnaire **(This form will be requested before Award of Contract Signed and Executed)**	**NO**

21. ACKNOWLEDGMENT OF ADDENDUMS:	**ADDENDUMS #**	**DATE**	**ADDENDUMS #**	**DATE**
Offeror acknowledges receipt of the following addendum(s) to the solicitation:				
(Identify addendum number and date of each.)				

******Firm name and authorized signature must appear on each page that calls For this information. Failure to do so may disqualify your Proposal ******

City of Mission
Instructions to Proposer – General Terms & Conditions
RFP Name/No.: Engineering Design Services for Shary Village Industrial Park Roadway and Drainage Improvements Mission Infrastructure Project 2020/ 21-002-10-26

The City of Mission is soliciting statements of qualifications from professional firms ("Respondents") for selection of **Engineering Design Services for Roadway Drainage Improvements** in accordance with the terms, conditions, and requirements set forth in this RFP for qualifications. This Request for Proposal ("RFP") provides Respondents with the information necessary to prepare and submit Proposal Statements for consideration by the City.

(1) Introduction and Purpose of Solicitation

The City of Mission, Texas is seeking proposals for qualifications from experienced firms for Engineering Design Services for Shary Village Industrial Park Roadway and Drainage Improvements Mission Infrastructure Project 2020 and all other necessary storm drainage assessment services, as specified by the City. The project scope consists of installation of sanitary sewer, water, drainage, street, and miscellaneous infrastructure improvements. The Mission Economic Development Corporation received funding for these improvements from the United States Economic Development Administration (EDA) for the construct utility improvements for an industrial park.

In accordance with Section 2254.004 of the Government Code of the State of Texas, the City shall make the selection on the basis of demonstrated competence and qualifications to perform the services for the design. The services shall be provided for a fair and reasonable price and not to exceed any maximum established by law. Negotiations will be initiated with the providers judged most highly qualified to attempt to arrive at a fair and reasonable price. If a satisfactory contract cannot be negotiated with that provider, negotiations will be formally concluded, and an attempt will be made to negotiate a satisfactory contract with the provider judged the next highly qualified. If the negotiations with this provider are not successful, the process will be repeated until a satisfactory contract is entered into.

(2) One (1) original and five (5) copies of RFP **must** be submitted in separate sealed packages **with vendor's name and return address clearly typed/printed on upper left hand corner and proper notation clearly type/printed on the lower left hand corner "Request for Proposals" – "Engineering Design Services for Shary Village Industrial Park Roadway and Drainage Improvements Mission Infrastructure Project 2020-Proposal No. 21-002-10-26"** and delivered to City of Mission Purchasing Department, 1201 East 8th Street R-101, Mission, Texas 78572 on or before **2:00 p.m., Monday, October 26, 2020**.

No Facsimiles or late arrivals will be accepted. Any proposals received after that time will not be opened and will be returned. Overnight mail must also be properly labeled on the outside of express envelope or package in reference to RFP.

(3) Type of Business

(a) The Proposer represents as part of its offer that it operates as (Mark one with an "X"):

☐ an individual ☐ a sole proprietorship

☐ a partnership ☐ a corporation

☐ another entity _____.

(4) Interest of Public Officials

The offeror represents and warrants that no employee, official, or member of the Council (Executive Committee) of the City is or will be peculiarly interested in or benefited directly or indirectly as a result of this contract.

(5) Covenant Against Gratuities

The offeror represents as part of its offer that neither it nor any of its employees, representatives or agents have offered or given gratuities (in the form of entertainment, gifts or otherwise) to any director, officer or employee of the City with the view toward securing favorable treatment in the awarding, amending, or the making of any determination with respect to the performing of the contract.

(6) Submission of Proposals

(a) Proposals and modifications thereof shall be enclosed in sealed envelopes or sealed cartons and submitted to the Purchasing Director of the City of Mission at the address specified in the solicitation. The proposer shall show the hour and date specified in the solicitation for receipt of Proposals, the solicitation number, and the proposer's name, address, and telephone number on the face of the envelope or carton.

(b) Telegraphic Proposals will not be considered unless authorized by the solicitation; however, Proposals may be modified or withdrawn by written or telegraphic notice, provided such notice is received prior to the hour and date specified for receipt of Proposals.

(c) Samples of items, when required, must be submitted within the time specified and, unless otherwise specified in the solicitation, at no expense to the City. If not destroyed by testing, samples will be returned at the proposer's request and expense, unless otherwise specified in the solicitation.

(d) Each copy of the proposal shall include the legal name of the proposer and a statement whether the proposer is a sole proprietorship, a corporation, or any other legal entity. A proposal from a corporation shall further give the state of incorporation and have the corporate seal affixed to it.

(7) Acknowledgement by Signature

Proposals must give full firm name and address of proposer, and be manually signed. Failure to do so will disqualify your proposal. **Person signing proposal must show title or CITY TO BIND HIS FIRM IN A CONTRACT.** ***Firm name and authorized signature must appear on each page that calls for this information.***

(8) Pre-Proposal Conference and Questions Concerning the Solicitation

(a) A pre-proposal conference is scheduled for all interested parties to discuss the Request for Proposals (RFP) requirements, if so indicated on the Solicitation, Offer and Award Form. Details concerning the conference date, time and location are also provided below:

PRE-PROPOSAL CONFERENCE:
(Highly Recommended)
****** There WILL be a conference. ******
LOCATION: City of Mission City Hall
1201 E. 8th Street
Mission, TX 78572
DATE: October 13, 2020 TIME: 10:00 AM CST
Zoom Meeting Info:
Meeting ID: 220 547 6707
Password: 9iYEY2

(b) Questions and requests for clarification relating to this solicitation, shall be submitted in writing, to the contact person identified in the Solicitation, Offer and Award Form by mail, facsimile or commercial courier, at least three (3) working days in advance of the scheduled conference to allow sufficient time for responses to be considered and prepared by the City. Questions concerning the solicitation that are not addressed at the conference, if one is held, shall be submitted in writing no later than four (4) working days in advance of the offer submission due date and time, which is the minimum time required for the City's reply to reach offerors before the offer submission due date and time, as required by the "Acknowledgement of Amendments to the Invitations for Proposals" clause. Questions received less than four (4) working days in advance of the offer submission due date and time will be responded only if the City determines that the question and its response would have a material and substantive impact on the solicitation.

(9) Explanation to Proposers

Any explanation desired by a proposer regarding the meaning or interpretation of the solicitation, drawings, specifications, etc., must be requested in writing from the City's authorized representative and with sufficient time allowed for a reply to reach Proposers before the submission of Proposals. Oral explanations or instructions given before the award of any contract, at any pre-proposal conferences or otherwise, will not be binding on the City. Any information given to a proposer concerning an interpretation of the solicitation will be furnished to all Proposers as an amendment to the solicitation, if such information is necessary to Proposers in submitting Proposals on the solicitation or if the lack of such information would be prejudicial to uninformed Proposers.

(10) Acknowledgment of Addendums to Request for Proposals

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Proposers shall acknowledge receipt of any addendums to this solicitation: (1) by signing and returning the addendums; or (2) by identifying the addendums number and date in the space provided for this purpose on the RFQ form; or (3) by letter or telegram. The City must receive the acknowledgment by the time and at the place specified for receipt of Proposals.

(11) Alter or Amend

Proposals **cannot** be altered or amended after opening time. Alterations made before opening time must be initialed by proposer guaranteeing authenticity. No proposal may be withdrawn after opening time without acceptable reason in writing and only after approval by the City of Mission.

(12) Non-collusion

Respondents, by submitting a signed qualifications statement, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

(13) Non-discrimination

Respondents, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the firm.

(14) Respondent Default

City reserves the right, in case of submitter defaults, to procure the articles or services from other sources and hold the defaulting respondent responsible for any excess costs occasioned thereby.

(15) Subcontracting

The successful submitter may not subcontract the award without the written consent of the City of Mission.

(16) Communication with Evaluation Team Members

Firms submitting qualifications shall not discuss this solicitation with employees of City of Mission or City Council Members. The only discussions allowed will be at the scheduled interview, if held, if your firm is selected for an interview. Failure to abide by this requirement may result in disqualification.

(17) Respondents Are Not To Provide a Fee Proposal with This Submittal

The fee will be negotiated in accordance with the Professional Services Procurement Act, (Tex. Govt. Code Ann. 2254.001), et seq.

(18) Responsibilities of Firm

Firm agrees to and shall perform and complete the professional services and specific tasks required by City in connection with the assessment in strict accordance with the Scope of Service.

Firm shall perform its services consistent with the professional skill and care ordinarily provided by professional firms practicing in the same or similar locality under the same or similar circumstances. The firm shall perform its services as expeditiously as is consistent with such professional skill and care and to ensure the orderly progress of the assessment.

Firm shall identify a representative authorized to act on behalf of and bind the firm with respect to the assessment.

Except with City's knowledge and consent, firm shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise firm's professional judgment with respect to the City Project/Assessment

The firm shall obtain, maintain, and pay for all licenses, permits, and certificates including all professional licenses required by any statute, ordinance, rule, or regulation. The firm shall immediately notify the City of Mission of any suspension, revocation, or other detrimental action against any such license.

The firm shall maintain the insurance and endorsements required in this Section in full force and effect at all times during the term of this Agreement and any extensions thereto.

(19) Contents of Proposal

The following will be required for the evaluation process. The City will require **five (5) copies** of the proposals from all interested firms. Each proposal must address, but may not be limited to, the following elements:

1. Firm name, including the addresses of all firm offices identifying in which office the work will be performed. Names position, phone, fax numbers of contact person(s) and Qualifications of Team projected to be involved with the project development; years firm has been in business.

2. Include appropriate Texas Registered Engineering Firm State Registrations No.

3. Include a portfolio of past work such as a list of relevant projects/assessments and clients (include contact person and phone numbers) that may be contacted for references and verification of background. A listing of at least three related projects to contain dates, facility size, construction cost, engineering fee, and the names, addresses and phone numbers of representatives of the Owners of these projects/assessments who can be contacted as references.

4. Names of principals in the firm
5. Names and disciplines of sub consultants (if any) proposed for the project.
6. Listing of all pending litigation against or involving the firm or its agents or employees with respect to any work performed.
7. Amount of professional liability insurance coverage carried by your firm.
8. Name and phone number of person to contact at the banking institution where you're firm does business.
9. Responsiveness of Submissions: The City wants to receive competitive submissions, but will declare "non-responsive" submissions that fail to meet significant requirements outlined in the proposal requirements.

(20) Evaluation and Selection of Proposals:

General:

a) **Evaluation.** The Evaluation Committee will evaluate proposals found to be responsive and responsible.

b) **Responsiveness.** In order for a Proposer to be eligible to be awarded the Contract, the Proposal must be responsive to the Request for Proposal, and City of Mission must be able to determine that the proposer is responsible to perform the Contract satisfactorily. Responsive Proposals are those complying in all material aspects of the solicitation. Proposals which do not comply with all the terms and conditions of this solicitation may be rejected as nonresponsive. A Proposer may, at any time after the submission of

the Proposal, be requested to submit further written evidence verifying that the firm(s) meets the criteria necessary to be determined a responsible Proposer. Refusal to provide requested information may result in the Proposer being declared nonresponsive, and the Proposal may be rejected.

c) **Organization of Proposal Materials.** To enhance the comparability and facilitate evaluation, all proposals must be organized addressing each of the evaluation criteria as set forth in the section entitled "Evaluation Criteria." **The Evaluation Committee may reject proposals if found to be in an unorganized manner.** An Evaluation Committee will evaluate all proposals submitted for this project.

(21) Adjective Scoring Ratings

Each criterion will be rated using the **Adjectival Scoring Method** as follows:

Definition of Adjective Rankings:

Outstanding Satisfies all of the agency's requirements, with extensive detail indicating a feasible approach & a thorough understanding of the project. The proposal has numerous significant strengths that are not offset by weaknesses. Meets or exceeds specified performance or capability evaluation standards required under the technical provisions in a beneficial way to the City of Mission. **The proposal has an overall low degree of risk.**

Good Satisfies all of the City's requirements, with adequate detail of a feasible approach & an understanding of the project. The proposal has some significant strengths or numerous minor strengths that are not offset by weaknesses. **The proposal has an overall low to moderate degree of risk.**

Acceptable: Proposal satisfies all of the City's requirements, with minimal detail indicating a feasible approach and a minimal understanding of the project. **The proposal has an overall moderate to high degree of risk.**

Marginal Proposal satisfies all of the City's requirements, with minimal detail indicating a feasible approach and a minimal understanding of the project. **The proposal has an overall high degree of risk.**

Unacceptable: Proposal contains at least one major error, omission, or deficiency that indicates a lack of understanding of the project. The approach cannot be expected to meet requirements or involves a very high risk. None of these conditions can be corrected without a major rewrite or proposal revision. Fails to meet an acceptable evaluation standard and the deficiency is uncorrectable. Firm lacks essential information to support a proposal.

A rating of —Acceptable is required to be eligible for award consideration. Offeror is cautioned to be aware of this standard when preparing your Proposal.

(22) Definitions for Technical Evaluation

Clarifications: Communications with an offeror for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal. Unlike discussions, clarifications do not give the offeror an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistake results in revisions.

Discussions: Oral or written communications including negotiations between the Authority and an offeror (other than clarifications) that; involves information essential for determining the acceptability of the proposal or to cure identified defects in the proposal.

Deficiencies: Defects in the proposal which preclude acceptance. Involves any part of the Offeror's proposal which would not satisfy the City's minimum requirements established in the solicitation. Included failures to meet specifications, submit information, or questionable

technical or management approaches. Items disclosed during discussions, evaluated in two categories: material-basis for rejection because further discussions would be meaningless; curable –may be corrected by clarifications or discussions and brought into the competitive range.

Weakness: Includes ambiguities, lack of complete descriptions, errors in interpretation, omissions of essential information, inadequate information, all of which are considered curable in discussions. An excessive number of clarifications may in itself constitute a weakness.

Strengths: Elements of the proposal that meet or exceed the minimum requirements of the solicitation and provide an identified benefit to the City.

(23) Evaluation of Proposals

The City of Mission **representatives** will review and evaluate Proposals using the **Adjectival Scoring Method**. The evaluation of Proposals shall be based on criteria described below. All Proposals will be evaluated as a whole, and the City of Mission may invite one or more of the Respondents to attend a formal interview, if necessary. The interview will allow the invited Respondent(s) to further discuss their qualifications with the City and Mission EDC, and to respond to questions. It is the intent of the City of Mission via this Request for Proposals (RFP) for qualifications to identify the most qualified firm to engage in open and honest dialogue with the highest qualified Top Firm(s) giving proposer(s) the opportunity to adapt their initial offering and/or giving the City and EDC the opportunity to modify its initial requirements in order to reach a mutually beneficial partnership.

(24) Method of Selection

Proposals will be reviewed and evaluated by an evaluation team for the purpose of making a selection, request the submission of supplemental information, or require firms to make formal presentations before the selection committee for possible interviews. The purpose of the interviews will be to identify and recommend an individual or firm offering, in total, the highest qualifications and experience with this type of service. The evaluation team will forward evaluation results to City Council and Mission EDC Board for consideration and approval to engage firm(s) in negotiations. The proposals will be evaluated on various criteria including but not limited to the following:

Evaluation Criteria

The following criteria will generally be used to evaluate proposals:

a) **General Quality and Adequacy of Response:** Completeness and thoroughness of proposal. Clear understanding of the services required and City's infrastructure. Comprehend clearly the expectations of the City of Mission and Mission EDC in the firms response.

b) **Organization, Personnel, and Experience:** Qualifications and experience of individuals who will perform and supervise the services requested by the City and Mission EDC. Technical capabilities of the firm. Experience with similar design projects. Experience in providing Professional Engineering Design for drainage, utility and street design improvements for the purpose of efficiency and effectiveness. Performance regarding the success and capabilities of the firm's/people past services will be assessed. Performance will include completing project activities on schedule, completing work within budget, meeting deadlines and quality of work similar to that proposed. Experience working with federally funded construction projects and economic infrastructure improvements.

   What is the staff's availability to perform services? What is staff's size by areas of expertise?

c) **Capacity to Perform:** Capacity will be evaluated in the numbers and type of staff to be assigned tasks, staff experience, and staff time availability. Current workload and ability to commence upon request from the City. Ability to work closely with City and Mission EDC staff. Proposals should reflect the prospective

firm's understanding of the services involved and the approach for implementation and the successful completion of services. Demonstrated commitment to maintaining staff continuity for the contract. Ability to perform systematic design analysis and collection of data in order to capture quality evidence that allows analysis to lead to the formulation of convincing and credible recommendations.

How will the firm interface with the City of Mission and Mission EDC Staff via regular weekly, biweekly, or monthly project performance meetings?

d) **Technology & Document Management:** Firms approach to using technology to communicate effectively and efficiently. Ability to maintain adequate document management and provide to city staff well organized and accurate reports, documents, plans, specifications, scope of work, etc...

e) **DBE Certified:** Firm is certified through the Disadvantaged Business Enterprise (DBE) Certification program or how the firm proposes to make a good faith effort to meet the DBE goal.

What is the firm's approach to meeting DBE participation or making a good faith effort to engage DBE certified subconsultants?

Submissions should be limited to 25 pages, 8.5" by 11" single-sided paper with 12 point font. Five copies of the document should be provided to the City.

(25) Proposed Cost of Service

Compensation for services will be in accordance with professional accepted practice and applicable program guidelines. The amount of compensation may not be higher than the recommended practices and fees published by the applicable professional association. This amount shall include labor, overhead, profit and expenses including transportation, communications, and materials. Progress payments will be based on actual hours and contract hourly rates charged to a particular task. Each invoice submitted to the City for payment shall contain a brief description of the work billed on that invoice, total billed to date, total paid to date and amount remaining. Upon authorization, the highest most qualified firm will be asked to submit a fee proposal to begin contract negotiations for a fair and reasonable price. The fee for basic services will be either fixed price or a cost reimbursement with an agreed maximum. The use of the cost-plus-a-percentage-of-cost and percentage of construction costs forms of compensation are specifically prohibited.

(26) Independent Firm

The Firm at all times shall be an independent firm. The Firm shall be fully responsible for all acts and omissions of its employees, subfirms, and their suppliers, and shall be specifically responsible for sufficient supervision and inspection to ensure compliance in every respect with the contract requirements. There shall be no contractual relationship between any subfirm or supplier of the Firm and the City by virtue of this contract. No provision of this contract shall be for the benefit of any party other than the City and the Firm.

(27) Confidential Data

Each proposer may clearly mark each page of the proposal that contains trade secrets or other confidential commercial or financial information which the proposer believes should not be disclosed outside the City. Disclosure of requested information will be determined in accordance with the Texas Open Records Act.

(28) Cancellation of Solicitation

This solicitation may be cancelled by the City before or after receipt of Proposals (as applicable).

(29) Removal of Contract Personnel

(a) The Firm and any subfirm acknowledge that any person assigned to work under this Contract must perform their duties so as to not unduly impair contract performance. By assigning a person to work under this Contract, the Firm agrees to be responsible for the behavior of that person during contract performance.

(b) The Firm acknowledges that the City has the right to require the removal of any Firm or subfirm employee that the Engineer, Project Manager, or Purchasing Director determine, at their sole discretion, to be negatively effecting performance of work under the contract. Examples of such behavior include: (1) conduct which poses a threat to the safety of anyone working under the contract; (2) conduct which is disruptive to contract performance; (3) careless work performance; and (4) other behavior determined by one of the three (3) project officials to be objectionable or unduly hindering contract performance.

(c) Upon receipt of written notice from the Purchasing Director that a person's behavior is unduly impairing contract performance, the Firm agrees to remove that person from doing any further work on the contract, and to cause that person to be removed from the worksite. The Firm agrees that it is not entitled to any additional costs it may incur as a result of the removal of the person named by the Purchasing Director.

(30) Discrepancies or Omissions

Proposer shall carefully examine the proposal forms, general terms and conditions, and scope of service. Should the proposer find discrepancies in, or omissions from proposal forms, general terms and conditions, specifications, or other documents, or should he/she be in doubt as to their meaning, he/she should at once notify the Purchasing Department (Mission City Hall, (956) 580-8667) and Engineer and obtain clarification by addendum prior to submitting any bid.

(31) Compliance with Federal, State and Local

Proposers must comply with all applicable federal, state and local laws, rules, regulations and ordinances and statutes relating to purchasing in the State of Texas in addition to the requirements of this form.

(32) Indemnification

The proposer agrees to indemnify and save harmless the City, the Purchasing Director and any assistants from all suits and actions of every nature and descriptive brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he/she shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Purchasing Director, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used.

(33) BILLING AND PAYMENT INSTRUCTIONS:

The City of Mission will execute payment by mail within thirty (30) working days after each percentage of work has been completed and found to meet specifications for **"Engineering Design Services for Shary Village Industrial Park Roadway and Drainage Improvements Mission Infrastructure Project 2020"** as indicated below.

(a) Invoices may be submitted once per month to and shall conform to policies or regulations adopted from time to time by the City. Invoices shall be legible and shall contain, as a minimum, the following information: (1) the contract and purchase order number (if any); (2) a complete itemization of all costs including quantities ordered and delivery order numbers (if any); (3) any discounts offered to the City under the terms of the contract; (4) evidence of the acceptance of the supplies or services by the City; (5) unique traceable invoice number(s); and (6) any other information necessary to demonstrate entitlement to payment under the terms of the contract. Failure to provide the above critical information may result in the rejection and return of the invoice for resubmission with complete data.

(b) Subject to the withholding provisions of the contract, payment shall be made within 30 days after the City's receipt of a properly prepared invoice.

(34) Submission of Schedule of Subfirm(s)/Subconsultant(s)

Each offeror should include with proposal a completed Schedule of Subfirm(s)/Subconsultant(s) form provided as Attachment 1 to General Terms and Conditions with their offer. The contents of the form may be a factor used in determining an offeror's responsibility.

(35) Duty to Inform

If, at any time during the performance of the contract the Firm becomes aware of an actual or potential problem, fault, or defect in the assessment or any non-conformance with any contract document, federal, state or local law, rule, or regulation, the Firm shall give immediate written notice thereof to the Engineer. If the Firm is aware of any such problem, fault, defect or non-conformance, or should be aware through proper diligence of any such problem, fault, defect or non-conformance, and the Firm fails to give the required notice, the Firm shall assume full responsibility therefore and shall bear all costs attributed thereto.

(36) Insurance Requirements for Supply/Services and/or Construction

(a) Required Coverage. Awarded firm shall, at all times during the term of this contract and extended terms thereof, provide and maintain the following types of insurance protecting the interests of the City of Mission and the firm with limits of liability not less than those specified below.

Commercial General Liability insurance or its equivalent, **listing City of Mission as an additional insured**, providing limits of not less than $1,000,000 for bodily injury and property damage per occurrence, consistent with potential exposure to City under the Texas Tort Claims Act. Coverage should include injury to or death of persons and property damage claims arising out of the services, construction, etc. provided with a general aggregate of $500,000, and a products and completed operations aggregate of $1,000,000. Coverage should include: Damaged to rented premises at a minimum of $100,000 per occurrence. There shall not be any policy exclusions or limitations for the following as well:

Contractual Liability covering Firm's obligations herein
Personal Injury Advertising Liability
Medical Payments
Fire Damage Legal Liability
Broad Form Property Damage
Liability for Independent Firms

(b) Automobile liability insurance policy with combined single limit of at least Five Hundred Thousand Dollars ($500,000.00) per occurrence, consistent with potential exposure to City under the Texas Tort Claims Act.

(c) Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

(d) A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of City consistent with potential exposure of City under the Texas Tort Claims Act;

(e) Workers' Compensation and Employers' Liability- insurance is equivalent to State of Texas Workers' Compensation Statutory Limits, providing limits of not less than $1,000,000 for each accident, each disease per employee $1,000,000, and policy limit of no less than $1,000,000. There shall not be any policy exclusions or limitations.
(f) Certificates of Insurance. Before commencing execution of this contract, and within 7 calendar days from date of award of contract, the Firm shall furnish Original proof of insurance via Certificates of Insurance satisfactory to the City of Mission at the following addresses,

City of Mission

evidencing that insurance as required by paragraph (a) above is in force, stating policy number dates of expiration and limits of liability thereunder. All copies of policies and Certificates of Insurance submitted to the City shall be in a form and content acceptable to the City.

(g) Approval of Forms and Companies. All coverage described in this contract shall be in a form and content satisfactory to the Purchasing Director. No party subject to the provisions of this contract shall violate or knowingly permit to be violated any of the provisions of the policies of insurance described herein. All insurance should be provided by insurance companies with a Best's rating of A- or better. Please include proof of such rating with your coverage documents.

(h) Additional Insured Endorsement. The policy or policies providing Commercial General Liability, and as otherwise required above, shall be endorsed to name City of Mission, their directors, officers, representatives, agents, and employees as Additional Insurers with respects to operations performed by or on behalf of the Firm in the performance of this contract via ISO endorsements CG 2037 or its equivalent. The policy shall also be endorsed to name other interests as directed by City of Mission.

(i) Notice of Cancellation or Material Changes. Policies and/or Certificates shall **specifically** provide that a thirty (30) day notice of cancellation, non-renewal, or material change be sent to the City.

(j) Multiple Policies. The limits of liability as required above may be provided by a single policy of insurance or a combination of primary, excess, or umbrella liability policies. But in no event shall the total limit of liability of any one occurrence or accident be less that the amount shown above.

(k) Deductibles. Companies issuing the insurance policies and the Firm shall have no recourse against the City for payment of any premiums or assessments for any deductibles, as all such premiums and deductibles are the sole responsibility and risk of the Firm.

(l) Subfirms. If any part of the work is sublet, the Firm shall require any and all subfirms performing work under this contract to carry General Liability and Products, and Construction Liability Insurance, with limits of liability that Firm shall deem appropriate and adequate to protect the interests of the City. In the event a subfirm is unable to furnish insurance in accordance to section (a) above, the Firm shall endorse the subfirm as an Additional Insured. Insurance certificates for subfirms shall be furnished to the City of Mission upon request.

(m) No Release. The carrying of the above-described coverage shall in no way be interpreted as relieving the Firm of any other responsibility or liability under this agreement, or any applicable law, statute, regulation, or order.

(37) <u>Municipality's Right to Carry Out the Work</u>

If the firm fails or refuses to carry out all or any part of the work in accordance with the contract requirements or within the contract schedule and fails or refuses to correct such deficiency within seven (7) days of receipt of written notice thereof from the City of Mission, the City, in its sole discretion and without waiving any other rights it may have, may elect to correct such deficiencies and charge the firm the cost of such corrections. Nothing in this clause shall relieve the firm of its obligation to perform the remainder of the work in accordance with the contract.

(38) <u>Governing Law</u>

The rights, obligations, and remedies of the parties shall be governed by the laws of the State of Texas. Whenever there is no applicable state statute or decisional precedent governing the interpretation of, or disputes arising under or related to, this contract, then federal common law, including the law developed by

federal boards of contract appeals, the United States Claims Court (formerly the Court of Claims), and the Comptroller General of the United States, shall govern. Venue for any action shall lie exclusively in Hidalgo County, Texas. This is the complete agreement between the parties. If any provision of the contract is found to be invalid or unenforceable, the remaining provisions shall not be impaired.

(39) Title to Submittals

All information, drawings, or other submittals required to be furnished by the firm to the City under this contract shall become the property of the City.

(40) Disclosure of Interested Parties

Contractor is to comply with Government Code Section 2252.908 enacted by H.B. 1295, which prohibits a government entity or state agency from entering into certain contracts with a business entity unless the business entity submits a disclosure of interested parties. For more information go to the Texas Ethics Commission web page at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

(41) Default

(a) If the firm refuses or fails (i) to commence the work within the time required by this contract, (ii) to prosecute the work or any separable part with the diligence that will ensure its completion within the time specified in this contract, including any extension, (iii) to provide sufficient and properly skilled workmen or proper materials or equipment to complete the work in an acceptable manner and without delay, (iv) to promptly pay its subfirms, laborers, and materialmen, (v) to perform any of its other obligations under this contract, or (vi) to complete the work within the time specified in this contract ("events of default"), the City may, by written notice to the Firm, terminate the right to proceed with the work (or the separable part of the work). In this event, the City may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Firm and its sureties shall be liable for any damage to the City resulting from events of default, whether or not the Firm's right to proceed with the work is terminated. This liability includes any increased costs incurred by the City in completing the work.

(b) The Firm's right to proceed shall not be terminated because of delays nor the Firm charged with damages under this clause, if --

(1) the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Firm (examples of such causes include (i) acts of God or of the public enemy, (ii) acts of the City in either its public or contractual capacity, (iii) acts of another Firm in the performance of a contract with the City, (iv) fires, (v) floods, (vi) epidemics, (vii) quarantine restrictions, (viii) strikes, (ix) freight embargoes, (x) unusually severe weather, or (xi) delays of subfirms or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Firm and the subfirms or suppliers); and

(1) the Firm, within 10 days from the beginning of any delay (unless extended by the Purchasing Director), notifies the City Engineer or Purchasing Director in writing of the causes of delay. The Purchasing Director shall ascertain the facts and the extent of the delay. If, in the judgment of the City staff, the findings of fact warrant such action, the time for completing the work shall be extended. The findings of the Purchasing Director shall be final and conclusive on the parties but subject to appeal.

(c) If, after termination of the firm's right to proceed, it is determined that the Firm was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the City.

(d) The rights and remedies of the City in this clause are in addition to any other rights and remedies provided by law or under this contract. Time is of the essence for all delivery, performance, submittal, and completion dates in this contract.

(42) Termination for Convenience

The Purchasing Director may, whenever the interests of the City so require, terminate this contract, in whole or in part, for the convenience of the City. The Purchasing Director shall give written notice of the termination to the Firm specifying the part of the contract terminated and when termination becomes effective.

(a) The Firm shall incur no further obligations in connection with the terminated work, and, on the date set in the notice of termination, the Firm will stop work to the extent specified. The Firm shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Firm shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Purchasing Director may direct the Firm to assign the Firm's right, title, and interest under terminated orders or subcontracts to the City. The Firm must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

(b) The Purchasing Director may require the Firm to transfer title and deliver to the City in the manner and to the extent directed by the Purchasing Director: (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated; and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the City. The Firm shall, upon direction of the Purchasing Director, protect and preserve property in the possession of the Firm in which the City has an interest. If the Purchasing Director does not exercise this right, the Firm shall use its best efforts to sell such supplies and manufacturing materials.

(c) The City shall pay the Firm the following amounts:

(1) For contract work performed before the effective date of termination, the total (without duplication of any items) of --

(i) the cost of this work;

(ii) a sum, as profit on (i), above, determined by the Purchasing Director to be fair and reasonable; however, if it appears that the Firm would have sustained a loss on the entire contract had it been completed, the Purchasing Director shall allow no profit under this subparagraph

(iii) and shall reduce the settlement to reflect the indicated rate of loss.

(2) The reasonable costs of settlement of the work terminated, including --

(i) accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

(ii) the termination and settlement of subcontracts (excluding the amounts of such settlements); and

(iii) storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

(3) The total sum to be paid the Firm under this subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the Firm reduced by the amount of payments otherwise made, the proceeds of any sales of construction, supplies, and construction materials under this subparagraph, and the contract price of work not terminated.

(43) <u>Termination for Default</u>

(a) The City may, subject to the provisions of paragraph (c) below, by written notice of default to the Firm, terminate the whole or any part of this contract in either one of the following circumstances:

(1) if the Firm fails to make delivery of the supplies or to perform the service within the time specified herein or any extension thereof; or

(2) if the Firm fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of 10 days (or such longer period as the Purchasing Director may authorize in writing) after receipt of notice from the Purchasing Director specifying such failure.

(b) In the event the City terminates this contract in whole or in part as provided in paragraph (a) of this clause, the City may procure, upon such terms and in such manner as the Purchasing Director may deem appropriate, supplies or services similar to those so terminated, and the Firm shall be liable to the City for any excess costs for such similar supplies or services; provided, that the Firm shall continue the performance of this contract to the extent, if any, it has not been terminated under the provisions of this clause.

(c) Except with respect to defaults of subfirms, the Firm shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Firm. Such causes may include, but are not restricted to, the following: acts of God or of the public enemy, acts of the City, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; provided, however, in every case the failure to perform must be beyond the control and without the fault or negligence of the Firm. If the failure to perform is caused by the default of a subfirm and if such default arises out of causes beyond the control of both the Firm and subfirm and without the fault or negligence of either of them, the Firm shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subfirm were obtainable from other sources in sufficient time to permit the Firm to meet the required delivery schedule.

(d) If this contract is terminated as provided in paragraph (a) of this clause, the City, in addition to any other rights provided in this clause, may require the Firm to transfer title and deliver to the City in the manner and to the extent directed by the Purchasing Director (i) any completed supplies and (ii) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing materials") as the Firm has specifically produced or specifically acquired for the performance of such part of this contract as has been terminated; and the Firm shall, upon direction of the Purchasing Director, protect and preserve property in possession of the Firm in which the City has an interest. Payment for completed supplies delivered to and accepted by the City shall be at the contract price. Payment for manufacturing materials delivered to and accepted by the City and for the protection and preservation of property shall be in an amount agreed upon by the Firm and Purchasing Director. Failure to agree to such amount shall be a dispute concerning a question of fact within the meaning of the Disputes Clause of this contract. The City may withhold from amounts otherwise due the Firm for such completed supplies or manufacturing materials such sum as the Purchasing Director determines to be necessary to protect the City against loss because of outstanding liens or claims of former lien holders.

(e) If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Firm was not in default or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be those provided in the Termination for the Convenience of the City Clause hereof. Failure to agree to any such adjustment shall be a dispute concerning a question of fact within the meaning of the Disputes Clause of this contract.

(f) The rights and remedies of the City provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract. Time is of the essence for all delivery, performance, submittal, and completion dates in this contract.

(g) As used in paragraph (c) of this clause, the terms "subfirm" and "subfirms" mean subfirm(s) at any tier.

(44) <u>Appeal Process</u>

An appeal may be brought by the lowest bidder deemed to have been non-responsive and/or not responsible. Appeals are limited to the following:

1. Matters of bias, discrimination, or conflict of interest
2. Computing errors and alleged improprieties or ambiguities in bid specifications; and

3. Non-compliance with procedures described in solicitation or City Policy.

The appeal must be in writing and shall be filed with the Purchasing Director at:

City of Mission
1201 E. 8th Street, Room R-101
Mission, Texas 78572

Appeals must include the following information:

a. Name, address, email, telephone and fax number of appellant;
b. Bid identification number;
c. A detailed description of the legal and factual basis of the appeal (include any and all relevant documents, diagrams, photos, etc.);
d. The desired outcome/solution;
e. Signed and dated

All appeals must be filed within three (3) working days from the date of award by City Council. Untimely appeals will not be considered. Upon receipt of the appeal, the Purchasing Director will have three (3) working days to attempt to clarify or resolve any issues addressed in the request for appeal.

If the appeal is not resolved with the Purchasing Director, then it shall be considered at a public hearing at the next City Council meeting. All determinations made by the City Council are final.

** NOTE: THIS SECTION MUST BE COMPLETED AND RETURNED WITH THE OFFER **

(45) Disadvantaged Business Enterprise (DBE) Goals

The offeror represents as part of its offer that it (Mark one with an "X"):

☐ is ☐ is not

a disadvantaged business enterprise (DBE). A DBE is defined as "a for-profit small business concern which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or in case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals and whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it." For purposes of this definition, socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Asian-Pacific Americans, Subcontinent Asian Americans, Native Americans, women; and any additional groups whose members are designated as socially and economically disadvantaged by the Small Business Administration (SBA), at such time as the SBA designation becomes effective.

It is the policy is to ensure that Disadvantaged Business Enterprises (DBEs), as pursuant to 49 Code of Federal Regulations (CFR) Part 26, are provided a level playing field, thus fostering an equal opportunity for them to participate in the performance of contracts financed in whole or in part with Federal funds. Consequently, the DBE requirements of 49 CFR Part 26 apply to this solicitation. In this regard, all offerors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs have a level playing field and an opportunity to compete for and perform contracts. The City and all offerors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of federal funded contracts or subcontracts.

Offerors should undertake necessary steps to plan and adequately provide for compliance with DBE utilization goal participation well in advance of the date specified for receipt of proposals.

Offerors are advised that the issue of whether or not the offeror has met or exceeded the established goal, or demonstrated sufficient good faith efforts, is considered by the City and Mission EDC a matter of the offeror's responsibility. City will only award contracts to offerors determined to be responsible.

(46) Certification of Independent Price Determination

(a) By submission of this offer, the offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

(1) The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor.

(2) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to the opening (in the case of an advertised procurement) or prior to award (in the case of a negotiated procurement), directly or indirectly to any other offeror or to any competitor; and

(3) No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.

(b) Each person signing this offer certifies that:

(1) He is the person in the offeror's organization responsible within that organization for the decision as to prices being offered herein and that he has not participated, and will not participate, in any action contrary to (a)(1) through (a)(3) above; or

(2) He: (i) is not the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein but that he has been authorized in writing to act as an agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (a)(1) through (a)(3) above, and as their agent does hereby so certify; and (ii) has not participated, and will not participate, in any action contrary to (a)(1) through (a)(3) above.

(47) Access Requirements for Individuals with Disabilities

The Firm shall comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. 12101 et seq. and 49 U.S.C. 322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794; Section 16 of the Federal Transit Act, as amended, 49 U.S.C. app. 1612; and the following regulations and any amendments thereto:

(1) US. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37;

(2) US. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR Part 27;

(3) US. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 49 CFR Part 38;

(4) Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR Part 35;

(5) DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR Part 36;

(6) General Services Administration regulations, "Construction and Alteration of Public Buildings," "Accommodations for the Physically Handicapped," 41 CFR Part 101-19;

(7) Equal Employment Opportunity Commission (EEOC) "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630;

(8) Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 CFR Part 64, Subpart F; and

(9) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 CFR Part 609.

(48) Audit and Inspection of Records

(a) This clause is applicable if this contract was entered into by means of negotiation and shall become operative with respect to any modification to this contract whether this contract was initially entered into by means of negotiation or by means of formal advertising.

(b) The City of Mission shall maintain records, and the Mission EDC, EDA, and the Comptroller General of the United States or any of their duly authorized representatives shall, until the expiration of **three (3) years** after final payment under this contract, have access to and the right to examine any directly pertinent books, documents, papers and records of such Firm, involving transactions related to the contract, for the purpose of making audit, examination, excerpts and transcriptions.

(c) The Firm further agrees to include in all his subcontracts hereunder a provision to the effect that the subfirm agrees that the City of Mission, Mission EDC, EDA, and the Comptroller General of the United

States or any of their duly authorized representatives shall, until the expiration of three years after final payment under this contract, have access to and the right to examine any directly pertinent books, documents, papers and records of such subfirm, involving transactions related to the subcontract, for the purpose of making audit, examination, excerpts and transcriptions.

(49) Protest Procedures

(a) In accordance with the provision of this solicitation any interested party who is aggrieved or adversely affected in connection with this solicitation, or award of a contract as a result of this solicitation, may protest to the Purchasing Director, and appeal any adverse decision of the Purchasing Director to the City's Council or its duly authorized representative.

(50) Notice of Federal Requirements

The Firm is advised that Federal requirements applicable to this contract as set forth in federal law, regulations, policies, and related administrative practices may change during the performance of this contract. Any such changes shall also apply to this contract

(51) Certification of Eligibility

(a) By entering into this contract, the Firm certifies that neither it (nor he or she) nor any person or firm who has an interest in the Firm's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(52) Program Fraud and False or Fraudulent Statements or Related Acts

(a) The Firm acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this contract. Upon execution of the underlying contract, the Firm certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Firm further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Firm to the extent the Federal Government deems appropriate.

(b) The Firm also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Firm, to the extent the Federal Government deems appropriate.

(53) Compliance with Davis-Bacon and Related Act Regulations

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3 and 5 are hereby incorporated by reference in this contract.

(54) Equal Employment Opportunity

(a) During the performance of this contract, the Firm agrees as follows:

(1) The Firm shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability or national origin.

(2) The Firm shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, disability or national origin. This shall include, but not be limited to: 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.

(3) **The Firm shall post in conspicuous places available to employees and applicants for employment, notices to be provided by the Purchasing Director that explain this clause.**

(4) The Firm will, in all solicitations or advertisements for employees placed by or on behalf of the Firm, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, disability or national origin.

(5) The Firm shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Purchasing Director advising the labor union or workers' representatives of the Firm's commitments under this clause and Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Firm will comply with **Executive Order 11246**, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor.

(7) The Firm will furnish to the Purchasing Director all information required by **Executive Order 11246**, as amended, and by the rules, regulations, and orders of the **Secretary of Labor**. **Standard Form 100 (EEO-1)** or any successor form, is the prescribed form to be filed within **thirty (30) days** following the award, unless filed within twelve (12) months preceding the date of award.

(8) The Firm shall permit access to its books, records, and accounts by the Purchasing Director, the Federal Transit Administration, and the Secretary of Labor for purposes of investigation to ascertain the Firm's compliance with the applicable rules, regulations and orders.

(9) In the event it is determined that the Firm is not in compliance with this clause or with any rule, regulation or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Firm may be declared ineligible for further Federal or Federally-assisted contracts in accordance with procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Firm as provided in Executive Order 11246, as amended, or by the rules, regulations and orders of the Secretary of Labor, or as otherwise provided by law.

(10) The Firm shall include the provisions of paragraphs (1) through (10) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subfirm or vendor. The Firm shall take such action with respect to any subcontract or purchase order as the Purchasing Director or the FHWA or the Secretary of Labor may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, however, that if the Firm becomes involved in, or is threatened with, litigation with a subfirm or vendor as a result of such direction. The Firm may request the United States to enter into such litigation to protect the interests of the United States.

(b) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures 41 CFR. 60-1.1.

(55) <u>Davis-Bacon Act</u>

(a) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR. Part 3), the full amount of wage and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Firm and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics, subject to the provisions of subparagraph (d) of this clause; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period. Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (b) of this clause) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Firm and its subfirms at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(b) (1) The Purchasing Director shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Purchasing Director shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the Firm and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Purchasing Director agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Purchasing Director to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Purchasing Director or will notify the Purchasing Director within the 30-day period that additional time is necessary.

(3) In the event the Firm, the laborers or mechanics to be employed in the classification or their representatives, and the Purchasing Director do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Purchasing Director shall refer the questions, including the views of all interested parties and the recommendation of the Purchasing Director, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advice the Purchasing Director or will notify the Purchasing Director within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (b)(2) and (b)(3) of this clause, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(c) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Firm shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(d) If the Firm does not make payments to a trustee or other third person, the Firm may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, that the Secretary of Labor has found, upon the written request of the Firm, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Firm to set aside in a separate account assets for the meeting of obligations under the plan or program.

(56) Payrolls and Basic Records

(a) Payrolls and basic records relating thereto shall be maintained by the Firm during the course of the work and preserved for a period of **three (3) years** thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under paragraph (d) of the clause entitled "Davis-Bacon Act," that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the Firm shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Firms employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(1) The Firm shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the City Engineer. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph (a) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, US. Government Printing Office, Washington, D.C. 20402. The Prime Firm is responsible for the submission of copies of payrolls by all subfirms.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Firm or subfirm or his or her agent who pays or supervises the payment of the persons employed under the contract, which shall certify:

(i) That the payroll for the payroll period contains the information required to be maintained under paragraph (a) of this clause and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, at 29 CFR Part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth in the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (b)(2) of this clause.

(4) The falsification of any of the certifications in this clause may subject the Firm or subfirm to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(5) The Firm or subfirm shall make the records required under paragraph (a) of this clause available for inspection, copying, or transcription by the City Engineer or authorized representatives or the Department of Labor. The Firm or subfirm shall permit the Purchasing Director or representatives of the Purchasing Director or Department of Labor to interview employees during working hours on the job. The firm or subfirm fails to submit the required records or to make them available, the Purchasing Director may, after written notice to the Firm, take such action as may be necessary to cause the suspension of any further payment. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(57) Subcontracts (Labor Standards)

(a) The Firm or subfirm shall insert in any subcontracts the clauses entitled "Davis-Bacon Act, Contract Work Hours and Safety Standards Act - Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Withholding of Funds, Subcontracts (Labor Standards), Contract Termination-Debarment, Disputes Concerning Labor Standards, Compliance with Davis-Bacon and Related Act Regulations and Certification of Eligibility," and such other clauses as the Contracting Officer may, by appropriate instructions, require, and also a clause requiring subfirms to include these clauses in any lower tier subcontracts. The Prime Firm shall be responsible for compliance by any subfirm or lower tier subfirm with all the contract clauses cited in this paragraph.

(b) Within fourteen (14) days after award of the contract, the Firm shall deliver to the City Engineer a completed Statement and Acknowledgment Form (SF 1413) for each subcontract, including the subfirm's signed and dated acknowledgment that the clauses set forth in paragraph (a) of this clause have been included in the subcontract. (2) Within fourteen (14) days after contract award of any subsequently awarded subcontract the Firm shall deliver to the Purchasing Director an updated completed SF 1413 for such additional subcontract.

(58) Title VI Civil Rights Act of 1964

During the performance of this contract, the Firm, for itself, its assignees and successors in interest (hereinafter referred to as the "Firm"), agrees as follows:

(a) Compliance with Regulations. The Firm shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(b) Nondiscrimination. The Contract, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subfirms, including procurement of materials and leases of equipment. The Firm shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(c) Solicitations for Subcontracts, Including Procurement of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Firm for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subfirm or supplier shall be notified by the Firm of the Firm's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age, or national origin.

(d) Information and Reports. The Firm shall provide all information and reports required by the Regulations or directive issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the City or Economic Development Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information is required or a Firm is in the exclusive possession of another who fails or refuses to furnish this information, the Firm shall so certify to the City, or EDA, as appropriate, and shall set forth what efforts it has made to obtain the information.

(e) Sanctions for Noncompliance. In the event of the Firm's noncompliance with the nondiscrimination provisions of this contract, the City shall impose such contract sanctions as it or EDA may determine to be appropriate, including, but not limited to:

(1) Withholding of payments to the Firm under the contract until the Firm complies; and/or

(2) Cancellation, termination or suspension of the contract, in whole or in part.

(f) Incorporation of Provisions. The Firm shall include the provisions of paragraphs (a) through (f) of this clause in every subcontract, including procurements of materials and leases of equipment, unless exempt by

the Regulations, or directives issued pursuant thereto. The Firm shall take such action with respect to any subcontract or procurement as the City or EDA may direct as a means of enforcing such revisions including sanctions for noncompliance: provided, however, that, in the event a firm becomes involved in, or is threatened with, litigation with a subfirm or supplier as a result of such direction, the Firm may request the City, and, in addition, the United States to enter into such litigation to protect the interests of the City and the United States.

(59) Withholding of Funds

The Purchasing Director shall, upon his or her own action or upon written request of an authorized representative of EDA or Department of Labor, withhold or cause to be withheld from the Firm under this contract or any other Federal contract with the same Prime Firm, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same Prime Firm, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Firm or any subfirm the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Purchasing Director may, after written notice to the Firm, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(60) Disputes Concerning Labor Standards

The United States Department of Labor has set forth in 29 CFR Parts 5, 6 and 7 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the "Disputes" clause of this contract. Disputes within the meaning of this clause include disputes between the Firm (or any of its subfirms) and the City, the U.S. Department of Labor, or the employees or their representatives.

(61) Compliance with Copeland Act Requirements

The Firm shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.

(62) Contract Termination - Debarment

A breach of the contract clauses entitled "Davis-Bacon Act, Contract Work Hours and Safety Standards Act - Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance With Copeland Act Requirements, Subcontracts (Labor Standards), Compliance with Davis-Bacon and Related Act Regulations or Certification of Eligibility" may be grounds for termination of the contract, and for debarment as a Firm and subfirm as provided in 29 CFR 5.12.

(63) Certification of Non-Segregated Facilities

(a) By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control, where segregated facilities are maintained.

(b) The offeror agrees that a breach of this certification is a violation of the Equal Opportunity Clause in the contract.

(c) As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or nation origin, because of habit, local custom or otherwise.

(d) It further agrees that (except where it has obtained identical certifications from proposed subfirms for specific time periods) it will:

(1) obtain identical certifications from proposed subfirms before the award of subcontracts under which the subfirm will be subject to the Equal Opportunity clause;

(2) Retain such certifications in its files; and

(3) Forward the following notice to the proposed subfirms (except if the proposed subfirms have submitted identical certifications for specific time periods).

NOTICE TO PROSPECTIVE SUBFIRMS OF REQUIREMENTS FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subfirm will be subject to the Equal Opportunity clause. The certification may be submitted either for such subcontract or for all subcontracts during a period (i.e., quarterly, semiannually or annually).

Note: the penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

(64) Certification of Restrictions on Lobbying

This Certification is applicable if the offer exceeds $100,000.

(a) By submission of this offer, the offeror certifies, to the best of his or her knowledge or belief, that:

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

(2) 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 of Lobbying Activities, in accordance with its instructions [as amended by "Government-wide Guidance for New Restrictions on Lobbying," Fed. Reg. 1413 (1/19/96)].

(3) The undersigned shall require that the language of this 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.

(b) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 or not more than $100,000 for each such failure.

(c) As required by subparagraph (a) above, for each subcontract at any tier exceeding $100,000, the certification and Disclosure Form (if required) shall be filed with the next tier above, and retained by that firm with the appropriate subcontract. If a Disclosure Form is submitted, it shall be forwarded from tier to tier until received by the City of Mission, Purchasing Director.

(65) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

(a) Primary Covered Transactions. [This certification applies to the offer submitted in response to this solicitation and will be a continuing requirement throughout the term of the prime contract.]

(1) The accordance with the provisions of Appendix A to 49 Code of Federal Regulations (CFR) Part 29, the offeror certifies to the best of its knowledge and belief, that it and its principals:

(i) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(ii) have not within a three-year period preceding this offer been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(iii) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(ii) of this Certification; and

(iv) have not within a three-year period preceding this offer had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the offeror is unable to certify to any of the statements in this Certification, the offeror shall attach an explanation to this offer.

(b) Lower Tier Covered Transactions. [This certification applies to a subcontract at any tier expected to equal or exceed $25,000, and will be a continuing requirement throughout the term of the prime contract.]

(1) In accordance with the provisions of Appendix B to 49 Code of Federal Regulations (CFR) Part 29, the prospective lower tier participant (subfirm) certifies, by submission of this offer, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

(c) The Certification required by subparagraph (b), above, shall be included in all applicable subcontracts and a copy furnished to the Purchasing Director upon execution of the Certification.

(66) <u>Communication Policy and Certification</u>

(a) All oral and written communications with City regarding this solicitation should be exclusively with, or on subjects and with persons approved by, the person identified in Block 3 of the solicitation cover sheet. Discussions or communications with any other person could result in disclosure of proprietary or other competitive sensitive information or otherwise create the appearance of impropriety or unfair competition and, thereby, compromise the integrity of City's procurement system. If competition issues cannot be resolved through normal communication channels, the City will address any protest from actual or prospective competitors claiming any impropriety in connection with this procurement.

(b) By submission of this offer, the offeror certifies that it has not, and will not prior to contract award, communicate orally or in writing with any City employee or other representative (including City Board members, City firms, or City consultants) other than the individual, or person(s) and on subjects approved by the individual, named in Block 3 of the solicitation, except as described below: (CHECK "NONE" IF NONE EXISTS.)

☐ **NONE**

Name of City Representative	Date and Subject of Communication

_____

_____

_____

{provide attachment, if necessary}

(c) This certification concerns a material representation of fact upon which reliance will be placed in awarding a contract. If it is later determined that the offeror knowingly rendered an erroneous certification, in addition to any other remedies the City may have, the Purchasing Director may terminate the contract resulting from this solicitation for default and/or recommend that the offeror be debarred or suspended from doing business with City in the future. In addition, a false entry could be a violation of Texas Penal Code paragraph 37.10.

(d) The proposer/offeror shall provide immediate written notice to the Purchasing Director if, at any time prior to contract award, he/she learns that its certification was, or a subsequent communication makes, the certification erroneous.

(67) Conflict of Interest Certification

By submission of this offer, I certify that:

(a) I have read and understand the General Provisions clause entitled "Interest of Public Officials" that will be incorporated into any contract resulting from this solicitation. I further understand that the pecuniary interest in that clause includes employment relationships.

(b) I understand the City has an internal conflict of interest policy for its employees that includes as an actual or possible conflict of interest whether or not a member of the employee's immediate family works for a firm doing, or seeking to do, business with the City.

(c) Mark one with an "X":

□ To the best of my knowledge and belief, no employee of my firm is related to a City employee; or

□ An employee of my firm is related to an City employee and a letter to the Purchasing Director explaining that relationship is attached.

(d) The requirements of this certification have been passed through to all first-tier subfirms or subconsultants anticipated to be used at the time of the submission of my offer.

****

SIGNATURE BLOCK FOR ALL
REPRESENTATIONS & CERTIFICATIONS

****

NAME OF OFFEROR & ADDRESS (INCLUDE ZIP &PHONE)

SIGNATURE:

TYPE NAME:

DATE:

OFFERORS MUST SET FORTH FULL, ACCURATE AND COMPLETE INFORMATION AS REQUIRED BY THIS SOLICITATION (INCLUDING THIS ATTACHMENT). FAILURE TO DO SO MAY RENDER THE OFFER NONRESPONSIVE OR UNACCEPTABLE.

A FALSE STATEMENT IN ANY OFFER SUBMITTED TO THE CITY MAY BE A CRIMINAL OFFENSE IN VIOLATION OF SECTION 37.10 OF THE TEXAS PENAL CODE.

CITY OF MISSION
Attachment 1 to General Terms and Conditions - Schedule of Subfirm(s)/Subconsultant(s)

Offerors should provide information on **all** of their prospective subfirm(s)/subconsultant(s) who submit Proposals/proposals in support of this solicitation. Use additional sheets as needed.

Project Name: **"Engineering Design Services for Shary Village Industrial Park Roadway and Drainage Improvements Mission Infrastructure Project 2020"** **Solicitation Number**: **RFP No: 21-002-10-26**

Name of Prime Firm:_____

NAMES AND ADDRESSES OF SUBFIRM(S)/SUBCONSULTANT(S)	TYPE OF WORK TO BE PERFORMED	MINORITY OR WOMAN FIRM? (Check all that apply)	PREVIOUS YEAR'S ANNUAL GROSS RECEIPTS
NAME: ADDRESS: PHONE: FAX: E-MAIL: TAX ID #: CONTACT PERSON:	TYPE OF WORK: AGE OF FIRM:	YES ☐ NO ☐ IF YES: DBE ☐ OR MBE ☐ OR WBE ☐	☐ less than $500K ☐ $500K - $2 mil. ☐ $2 mil. - $5 mil. ☐ more than $5 mil.
NAME: ADDRESS: PHONE: FAX: E-MAIL: TAX ID #: CONTACT PERSON:	TYPE OF WORK: AGE OF FIRM:	YES ☐ NO ☐ IF YES: DBE ☐ OR MBE ☐ OR WBE ☐	☐ less than $500K ☐ $500K - $2 mil. ☐ $2 mil. - $5 mil. ☐ more than $5 mil.
NAME: ADDRESS: PHONE: FAX: E-MAIL: TAX ID #: CONTACT PERSON:	TYPE OF WORK: AGE OF FIRM:	YES ☐ NO ☐ IF YES: DBE ☐ OR MBE ☐ OR WBE ☐	☐ less than $500K ☐ $500K - $2 mil. ☐ $2 mil. - $5 mil. ☐ more than $5 mil.
NAME: ADDRESS: PHONE: FAX: E-MAIL: TAX ID #: CONTACT PERSON:	TYPE OF WORK: AGE OF FIRM:	YES ☐ NO ☐ IF YES: DBE ☐ OR MBE ☐ OR WBE ☐	☐ less than $500K ☐ $500K - $2 mil. ☐ $2 mil. - $5 mil. ☐ more than $5 mil.
NAME: ADDRESS: PHONE: FAX: E-MAIL: TAX ID #: CONTACT PERSON:	TYPE OF WORK: AGE OF FIRM:	YES ☐ NO ☐ IF YES: DBE ☐ OR MBE ☐ OR WBE ☐	☐ less than $500K ☐ $500K - $2 mil. ☐ $2 mil. - $5 mil. ☐ more than $5 mil.
NAME: ADDRESS: PHONE: FAX: E-MAIL: TAX ID #: CONTACT PERSON:	TYPE OF WORK: AGE OF FIRM:	YES ☐ NO ☐ IF YES: DBE ☐ OR MBE ☐ OR WBE ☐	☐ less than $500K ☐ $500K - $2 mil. ☐ $2 mil. - $5 mil. ☐ more than $5 mil.

Name/Title of Person completing this form: _____

Signature_____ Date_____

City Of Mission
Vendor Acknowledgment Form - Non-Collusive Bidding Certification
Proposal Name/No.: "Engineering Design Services for Shary Village Industrial Park Roadway and Drainage Improvements Mission Infrastructure Project 2020"/ 21-002-10-26

I/We have read instructions to proposer and specifications. My/Our proposal conforms to all proposal scope of service, conditions, and instructions as outlined by *CITY OF MISSION*.

Signing the Acknowledgment Form confirms that our company will enter into a binding contract with CITY OF MISSION for item(s) awarded to our company. I/We have read instructions to proposer and specifications.

The undersigned Proposer, by signing and executing this proposal, certifies and represents to the CITY OF MISSION that Proposer has not been offered, conferred or agreed to confer any pecuniary benefit, as defined by §1.07(a)(6) of the Texas Penal Code, or any other thing of value as consideration for the receipt of information or any special treatment or advantage relating to this proposal; the Proposer also certifies and represents that Proposer has not offered, conferred or agreed to confer any pecuniary benefit or other things of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this bid; the Proposer certifies and represents that Proposer has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent of employee of the CITY OF MISSION concerning this proposal on the basis of any consideration not authorized by law; the Proposer also certifies and represents that Proposer has not received any information not available to other Proposers so as to give the undersigned a preferential advantage with respect to this proposal; the Proposer further certifies and represents that Proposer has not violated any state, federal or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like and that Proposer will not in the future offer, confer, or agree to confer any pecuniary benefit or other thing of value to any officer, trustee, agent or member of the CITY OF MISSION in return for the person having exercised the person's official discretion, power or duty with respect to this proposal; the Proposer certifies and represents that it has not now and will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any officer, trustee, agent or member of CITY OF MISSION in connection with information regarding this proposal, the submission of this proposal, the award of this contract or the performance, delivery or sale pursuant to this proposal.

Date: _____

Company Name: _____

Signature: _____

Title: _____

Note: This form, along with the Execution of Offer, must be filled in and submitted with the sealed proposal.

CITY OF MISSION
ADDENDA CHECKLIST
PROPOSAL NAME/NO: Engineering Design Services for Shary Village Industrial Park Roadway and Drainage Improvements Mission Infrastructure Project 2020/ 21-002-10-26

Proposal of: _____
(Proposer Company Name)
To: City of Mission
Ref.: "Engineering Design Services for Shary Village Industrial Park Roadway and Drainage Improvements": 21-002-10-26

Ladies and Gentlemen:

The undersigned Proposer hereby acknowledges receipt of the following Addenda to the captioned RFP (initial if applicable).

No. 1 _____ No. 2 _____ No. 3 _____ No. 4 _____ No. 5 _____

Respectfully submitted,

Proposer: _____

By: _____

(Authorized Signature for Proposer)

Name: _____

Title: _____

Date: _____

City of Mission

GENERAL BUSINESS QUESTIONNAIRE

(SUPPLIES, SERVICES AND CONSTRUCTION)

This questionnaire, the requested list of references and the authorization to release financial information are used in part to assist in determining a potential contractor's responsibility. Offerors shall submit the General Business Questionnaire information within two (2) work days from the date of notification by the City, or with the offer, if so indicated in the Table of Contents page 2 of the Solicitation, Offer and Award Form. All information must be current and traceable. Each venturer of a joint venture must submit a separate signed form.

City of Mission reserves the right to make additional inquiries based on information submitted, or the lack thereof. Questions concerning this questionnaire or the authorization form should be directed to the contact person identified on the Solicitation, Offer and Award Form. In cases where a question does not apply or if unable to respond, offeror should refer to the item number, repeat the question, and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Offeror will explain the reason when responding N/A or N/R.

1. Name of Offeror ("Business"): _____

2. List name(s) and business address of officers and directors for corporations, partners for partnerships, and venturers for joint ventures (attach additional pages as necessary).

   _____
   _____
   _____

3. Number of years in business under present business name: _____

4. If applicable, list all other names under which the Business identified above operated in the last 5 years.

   _____
   _____
   _____

5. Annual Gross Revenue (Past year): (M represents millions, K represents thousands)
   ☐ $100K or less ☐ $100K-$500K ☐ $500K-$1M ☐ $1M-$5M ☐ $5M-$10M
   ☐ $10M-$16M ☐ $16M or Over

6. Will bidder/proposer provide a copy of its financial statements for the past two (2) years, if requested by City of Mission? ☐ Yes ☐ No

7. Number of current employees: _____

8. Has the Business, or any officer or partner thereof, failed to complete a contract? ☐ Yes ☐ No

9. Is any litigation pending against the Business? ☐ Yes ☐ No

10. Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, offeror needs to explain the expected impact, both in organizational and directional terms. ☐ Yes ☐ No

    _____
    _____
    _____

11. Has the Business ever been declared "not responsible" for the purpose of any governmental agency contract award? ☐Yes ☐No

12. Has the Business been debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting?
☐Yes ☐No

13. Are there any proceedings pending relating to the Business' responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract?
☐Yes ☐No

14. Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of a default or in lieu of declaring the Business in default?
☐Yes ☐No

15. Is the Business in arrears on any contract or debt? ☐Yes ☐No

16. Has the Business been a defaulter, as a principal, surety, or otherwise? ☐Yes ☐No

17. Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason? ☐Yes ☐No

18. Does offeror have a contingency plan or disaster recovery plan in the event of a disaster? If so, then Bidder will provide a copy of the plan. ☐Yes ☐No

19. Does offeror have quality assurance program? If yes, offeror will describe its quality assurance program, its quality requirements, and how they are measured. ☐Yes ☐No

20. If a "yes" response is given under questions 9 through 19, please provide a detailed explanation including dates, reference to contract information, contacts, etc. (attach additional pages as necessary).

_____
_____
_____
_____
_____
_____

I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in this questionnaire is true and correct. I understand that any false statements or misrepresentations regarding the Business named above may result in: 1) termination of any or all contracts which City of Mission has or may have with the Business; 2) disqualification of the Business from consideration for contracts; 3) removal of the Business from City of Mission's vendors' list; or/and 4) legal action(s) applicable under federal, state, or local law.

Name: _____ Title: _____

Signature: _____ Date: _____
(Owner, CEO, President, Majority Stockholder or Designated Representative)

LIST OF REFERENCES FOR SIMILAR PROJECTS

Use additional pages as necessary.

1. Project:
   Date of Completion (if applicable):
   Contact Person:
   Company Name:
   Address:
   Telephone Number:
   Fax Number:
   E-mail Address:

2. Project:
   Date of Completion (if applicable):
   Contact Person:
   Company Name:
   Address:
   Telephone Number:
   Fax Number:
   E-mail Address:

3. Project:
   Date of Completion (if applicable):
   Contact Person:
   Company Name:
   Address:
   Telephone Number:
   Fax Number:
   E-mail Address:

4. Project:
   Date of Completion (if applicable):
   Contact Person:
   Company Name:
   Address:
   Telephone Number:
   Fax Number:
   E-mail Address:

CITY OF MISSION

Scope of Work

RFP Name/No: Engineering Design Services for Shary Village Industrial Park Roadway and Drainage Improvements Mission Infrastructure Project 2020/ 21-002-10-26

I. Services Required

The City of Mission is seeking proposals for statements of qualifications from professional engineering firms interested in providing the city with Engineering Design Services for Shary Village Industrial Park Roadway and Drainage Improvements Mission Infrastructure Project 2020. The qualified firm selected is expected to have a sufficient level of resources and expertise to carry out the scope of service.

II. Project Description

Mission Economic Development Corporation (MEDC) with funding from EDA will be allocating the funding for the establishment of public infrastructure. The intent is to develop the following approximate improvements:

- 10,200 linear feet of water improvements
- 7,900 linear feet of sewer improvements
- The construction of drainage and storm water detention pond
- 3,100 linear feet of perimeter street improvements
- 6,450 linear feet of new industrial grade streets

III. Scope of Work

All engineering services shall be performed in compliance with all local, State, and Federal laws, regulations, and executive orders as applicable and required by the U.S. Department of Commerce EDA grant provisions.

- Perform initial surveys, soil investigations, etc. as needed for design;
- Prepare preliminary and final design plans and specifications;
- Prepare bid and final contract documents and receive approvals as applicable;
- Coordinate bid process and contract award;
- Assure construction contract compliance with the EDA grant requirements;
- Review and approve Change Orders;
- Administer Construction oversight;

- Conduct all field testing and inspections (interim and final);
- Prepare record drawings and provide in digital format;
- Other special engineering services as required to complete the project;

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

Ill. Technical Expertise

Mission EDC is seeking to contract with a competent engineering firm, registered to practice in the State of Texas. It is anticipated that the successful firm will have extensive knowledge and expertise in the following areas:

- Public works construction including but not limited to disaster recovery projects;
- Federally funded construction projects; and
- Municipal projects located in the South Texas general region of the state;
- Project construction management experience

SHARY VILLAGE INDUSTRIAL PARK ROADWAY AND

DRAINAGE IMPROVEMENTS

SCOPE-OF-WORK

Introduction

The Mission Economic Development Corporation has submitted an application to the United States Economic Development Administration (EDA) seeking funding to construct utility improvements for an industrial park. The property is privately owned and will remain so. Therefore, this survey falls under Section 106. William E. Moore, M.A. will be the Principal Investigator, and Steve Swanson, Ph.D. will be the Project Archaeologist. The Area of Potential Effect (APE) is 130 acres of level terrain that is regularly cultivated in sorghum or corn. It is depicted on the Mission 7.5 topographic quadrangle (2698-124) (Figure 1). Per the soil survey for Hidalgo County (Jacobs 1981), four soils have been identified within the APE (Figure 2). These are Cameron silty clay (7), Harlingen clay (19), Reynosa silty clay loam, 0 to 1 percent slopes (55), and Runn silty clay (64).

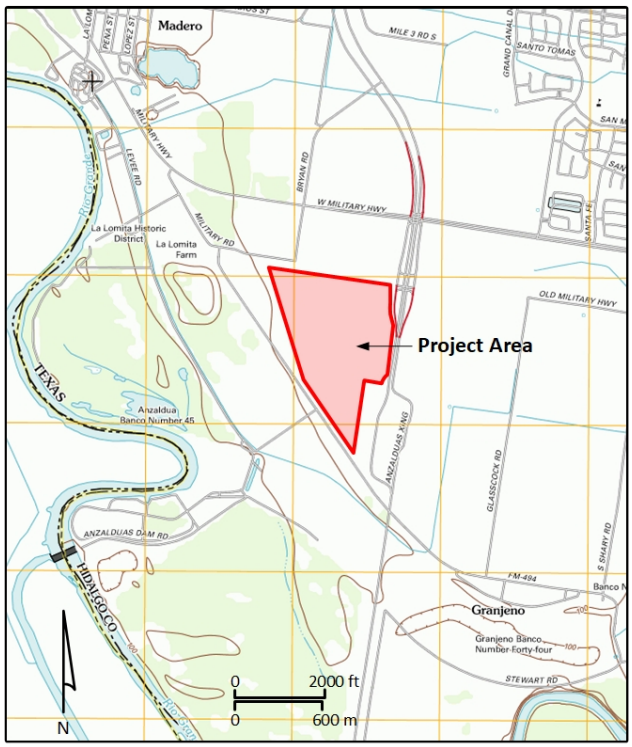


Figure 1. Mission 7.5 Topographic Quadrangle

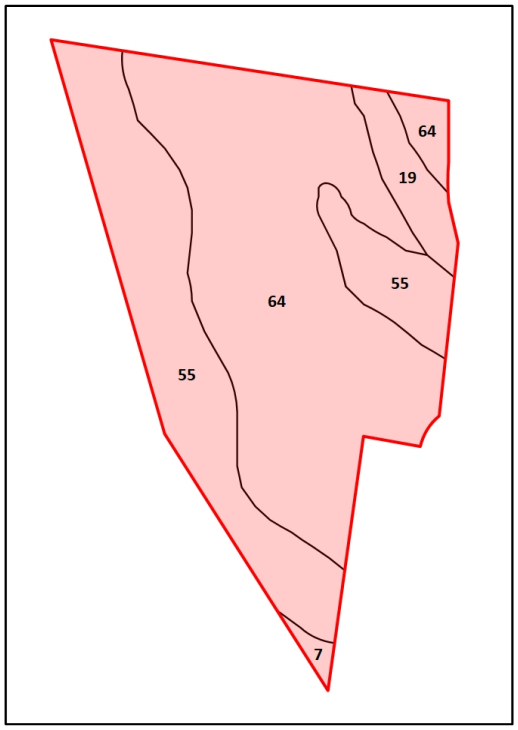


Figure 2. Soils in the APE

The proposed construction will consist of two phases. Phase I is the installation of the infrastructure and includes: 45 feet of pavement in a 60-foot ROW; 3950 feet of 12-inch sewer line; 6500 feet of 12-inch water main; 3040 feet of 24-inch storm sewer; 1000 feet of 36-inch storm sewer; 750 feet of 48-inch storm sewer; and 600 feet of 60-inch storm sewer. Other miscellanous improvements include manholes and covers; fire hydrants, and curbs and gutters. There is an existing drainage ditch (200' x 350) on the property that should be exempt from survey. Maps depicting the areas where these improvements will be placed appear as attachments to this Scope. Phase II includes the final construction of the industrial park. Developments will consist of warehouses, support structures, and parking. The perimeter may be fenced.

Pre-Field Survey Research

The background research involved an examination of historic maps, relevant archaeological reports, and discussions with soil scientists and other archaeologists. The oldest map perused was the 7.5' USGS Mission topographic quadrangle dated 1914. Archaeologists from Adkins Global (Burden et al. 2014) conducted a linear survey that paralleled the western boundary of the APE and entered at its southern tip (Figure 3). No sites were recorded. Two area surveys were conducted adjacent to the southeast corner of the APE (Dayton 2014) and 484 meters to the east (Galindo and Wingate 2008) (Figure 3). Both survey areas are in or similar to the terrain of the current APE. The nearest recorded sites are 41HG288 and 41HG289. Both are outside of the APE and described as scatters of brick and construction materials presumed to be the remnants of irrigation features. They were not considered significant.

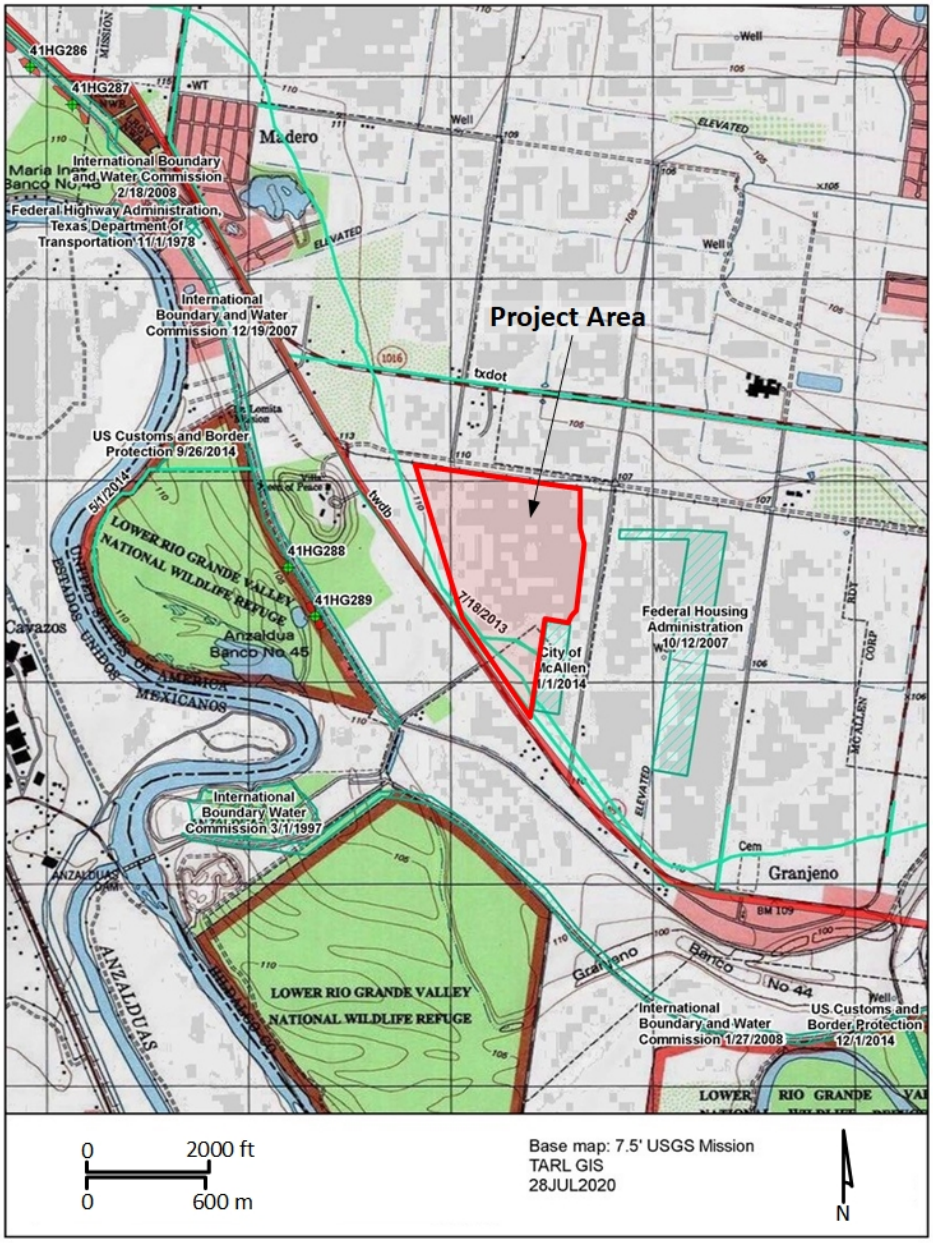


Figure 3. Previous Surveys in and Near the APE.

Survey Methods

There are two focal points in the APE that need to be addressed. They are the general area where a house is depicted on the Mission topographic quadrangle dated 1914 (Figure 4) and the northeast corner where a resaca was once present (Figure 4). Today, it is probably not visible on the surface because of the land alteration to accommodate agriculture. A thorough surface inspection to locate debris associated with the house is recommended, and backhoe trenching in the area of the resaca is recommended to search for buried sites. Because much of the APE is no longer covered with vegetation and totally disturbed by cultivation, surface visibility approaches 100% in many areas.

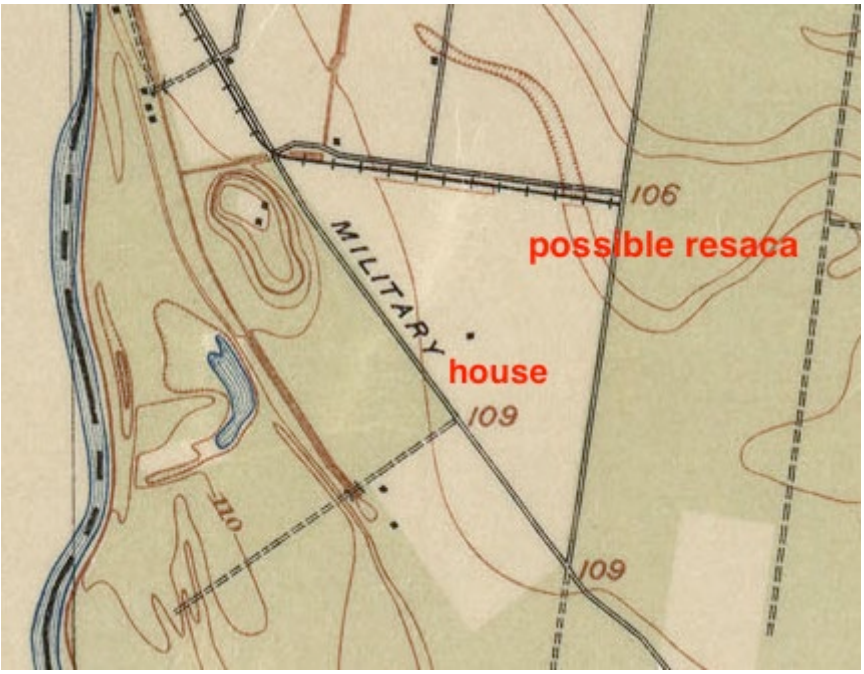


Figure 4.

The survey proposed in this Scope of Work will follow *Council of Texas Archeologists, Standards and Guidelines Committee Intensive Terrestrial Survey Guidelines* dated March 30, 2020. The first order of business is a series of backhoe trenches to evaluate the four soil types. The results of these trenches will guide the subsequent testing, probably a mix of shovel tests and backhoe trenches. Given the potential of other previous structures close to the Military Road and West Military Highway, at least one transect will parllel this arteries. Several backhoe trenches will be excavated in the area where we believe the resaca was as this is a potential area for buried, and possibly significant, prehistoric sites. Shovel tests will not be needed in the footprint of the existing drainage ditch. The decision as to the number and placement of backhoe trenches will be made in the field. The depth of the trenches will vary depending on the depth of the water table or any other natural or artificial impediment.

The width of the trenches will be the size of the largest bucket. If the soils are consistent throughout a particular area, selected trenches will be profiled, but each one will be photographed. All newly recorded sites will be given a field number, photographed, and plotted on the relevant topographic quadrangle.

Artifacts collected will include those found in the backhoe trenches that are considered diagnostic, and all diagnostic prehistoric artifacts observed on the surface. Some artifacts may be collected and analyzed in the laboratory before requesting permission to discard them or return them to the landowner. Common historic artifacts such as bricks, glass, nails, and other historic artifacts will not be collected. They will be described in the notes and left where they were found. Special objects will be photographed.

A report will be prepared that documents the results of this study and will include an Introduction, discussion of field methods, results of the survey, photographs of the areas investigated, backhoe trench log, site descriptions if applicable, maps, photographs, and recommendations for future work. The report that documents the will be prepared according to the standards defined by the Council of Texas Archeologists and the THC. A draft report will be submitted to the THC for review. Final copies will be submitted to the THC, TARL, the Texas State Library, client, and various research facilities and libraries. A SHAPE FILE and tagged pdf will also be submitted.

References Cited

Burden, Andrea, Charles D. Frederick, Amy McWhorter, C. Russ Shortes, Melanie Nichols, Robert Rowe, and Michael Nash

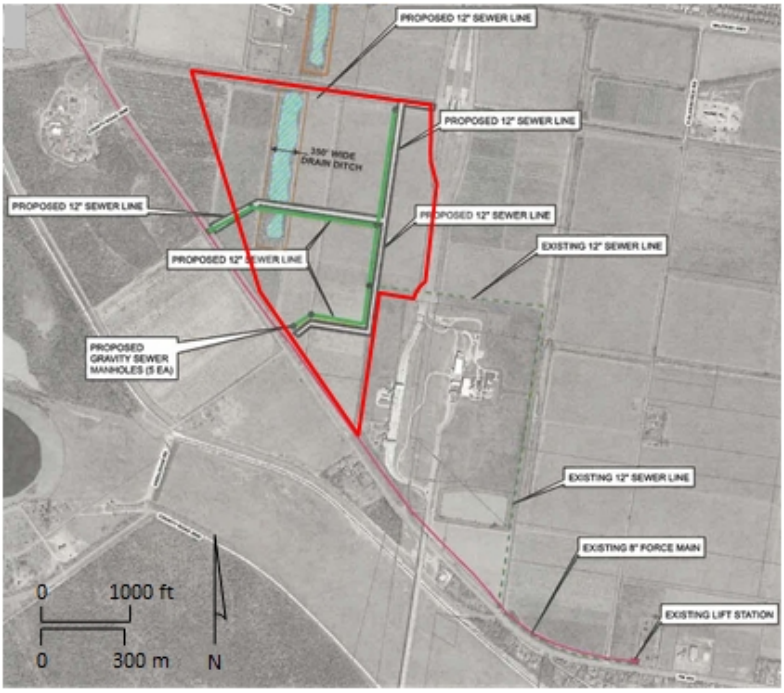
2014 *Results of Archeological Survey of the Proposed Hidalgo Loop Sections A and C, the International Trade Corridor, and State Highway 365 Projects, Hidalgo County, Texas.* Unnumbered report pepared by Atkins Global of Austin, Texas.

Dayton, Chris

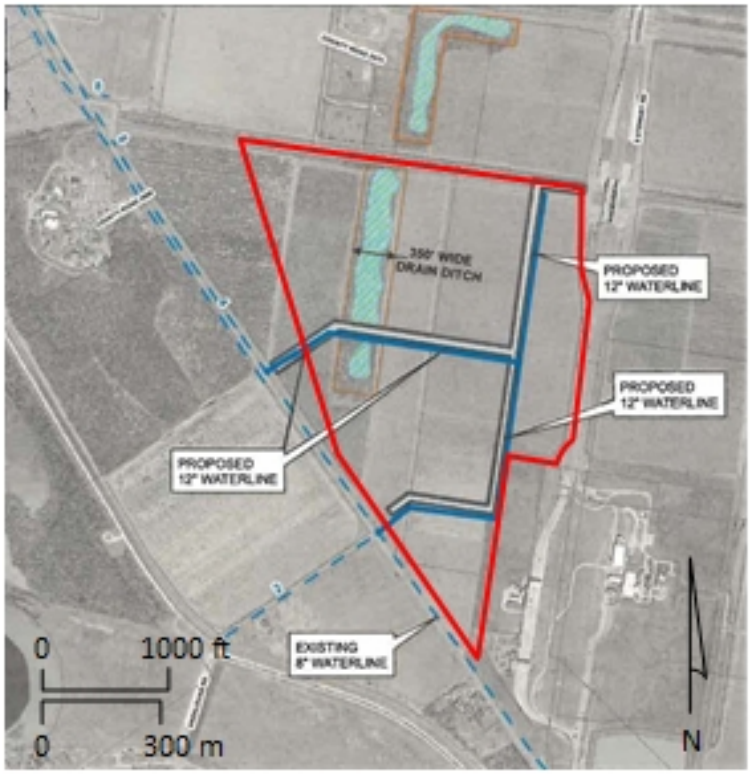
2014 *Intensive Archeological Survey for a Proposed Expansion of the Anzalduas International Bridge Southbound Inspection Facility, Hidalgo County, Texas*. Cox/McLain Environmental Consulting, CMEC-AR-065.

Galindo, Mary Jo, and Ernest Wingate

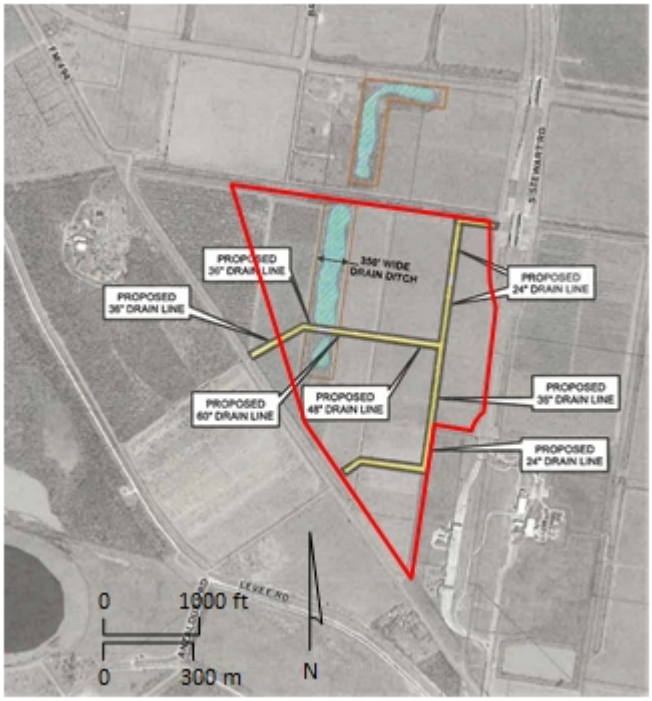
2008 *Intensive Archaeological Survey of the Anzalduas Border Safety Inspection Facility, Hidalgo County, Texas.* SWCA Environmental Consultants, Cultural Resources Report 2007-490.



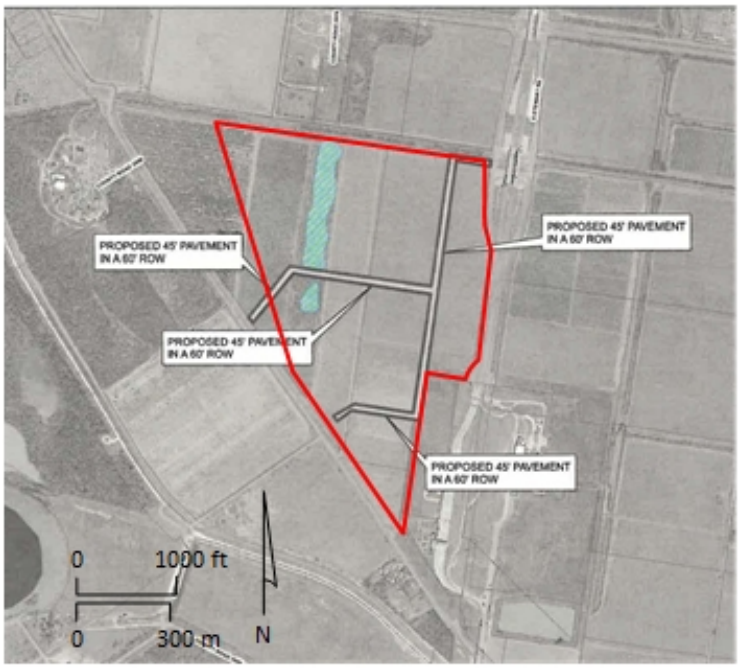
Sewer Line



Water Line



Drain Line



Pavement

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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.legls.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.

FORM CD-511
(REV 1-05)

U.S. DEPARTMENT OF COMMERCE

CERTIFICATION REGARDING LOBBYING

Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 15 CFR Part 28, "New Restrictions on Lobbying." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Commerce determines to award the covered transaction, grant, or cooperative agreement.

LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 15 CFR Part 28, for persons entering into a grant, cooperative agreement or contract over $100,000 or a loan or loan guarantee over $150,000 as defined at 15 CFR Part 28, Sections 28.105 and 28.110, the applicant certifies that to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in conncection 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.

(2) 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.

(3) The undersigned shall require that the language of this 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 section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure occurring on or before October 23, 1996, and of not less than $11,000 and not more than $110,000 for each such failure occurring after October 23, 1996.

Statement for Loan Guarantees and Loan Insurance

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

In any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure occurring on or before October 23, 1996, and of not less than $11,000 and not more than $110,000 for each such failure occurring after October 23, 1996.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.

NAME OF APPLICANT	AWARD NUMBER AND/OR PROJECT NAME
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

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)

1. Type of Federal Action: a. contract ____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**2. Status of Federal Action:** a. bid/offer/application _____ b. initial award c. post-award	**3. Report Type:** a. initial filing _____ b. material change **For material change only:** Year _____ quarter _____ Date of last report_____
4. Name and Address of Reporting Entity: ____ Prime _____ Subawardee Tier_____, if Known: **Congressional District,** ***if known:***	**5. If Reporting Entity in No. 4 is Subawardee,** Enter Name and Address of Prime: **Congressional District,** ***if known:***	
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____	
8. Federal Action Number, ***if known:***	**9. Award Amount,** ***if known:*** **$**	
10. a. Name and Address of Lobbying Registrant ***(if individual, last name, first name, MI):***	**b. Individuals Performing Services** ***(including address if different from No. 10a)*** ***(last name, first name, MI):***	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	**Signature:** _____ **Print Name:** _____ **Title:** _____ **Telephone No.:** _____ **Date:** _____	
Federal Use Only	**Authorized for Local Reproduction** **Standard Form - LLL (Rev. 7-97)**	

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 followup 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

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 any other record retention requirements upon non-Federal entities. The only exceptions are the following:	2 CFR 200.333

	(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. (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. (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition. (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. (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. (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). (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. (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.	
None	Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (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. (b) Affirmative steps must include: (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;	2 CFR 200.321

	(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.	
Option Contract Language for contracts awarded prior to Grant Award	The contract award is contingent upon the receipt of CDBG-DR funds. If no such funds are awarded, the contract shall terminate.	Optional

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

THRESHOLD	PROVISION	CITATION
>$10,000	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." 41 CFR 60-1.4 Equal opportunity clause. (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: 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: During the performance of this contract, the contractor agrees as follows: (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. (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	41 CFR §60-1.4(b) and 2 CFR 200 APPENDIX II (C)

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. (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. [80 FR 54975, Sept. 11, 2015]	

THRESHOLD	PROVISION	CITATION
>$2,000	*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):* 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.	2 CFR 200 APPENDIX II (D)
>$100,000	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.	2 CFR 200 APPENDIX II (E)
>$150,000	Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).	2 CFR 200 APPENDIX II (G)
>$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	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303

	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.	
>$100,000	All Section 3 covered contracts shall include the following clause (referred to as the Section 3 clause): 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. 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. 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. 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. 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. 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. 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)	24 CFR §135.38

	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).	
	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. [78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]	2 CFR 200 APPENDIX II (J)
	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