

Request for Proposals for Planning Services

The CITY OF SWEENY is seeking to enter a professional services contract with a competent planning consultant to assist the City of Sweeny in the application preparation, overall development of the planning process and associated planning reports, as well as grant contract compliance, if funded by the Texas General Land Office (GLO) for the Resilient Communities Program (RCP). The following outlines the request for proposals.

I. **Scope of Work** - The contract will encompass all project related services to the City of Sweeny, including, but not limited to, the completion of an application in conformance with the GLO-RCP Application Guide and performance of activities described in the attached Texas General Land Office Resilient Communities Program performance statement.

A final scope of work will be developed through the application process, comprised of one or more planning activities described in the attached Sample Performance Statement.

II. **Statement of Qualifications** - The City of Sweeny is seeking to contract with a competent planning and/or engineering firm that has experience in the following areas:

- a) Experience with the federal Community Development Block Grant program, through either the HUD Entitlement Program, the Non-entitlement Texas Community Development Block Grant Program, or the Community Development Block Group – Disaster Recovery/Mitigation programs.
- b) Performance of activities described in the attached Sample Performance Statement.

As such, please provide within your proposal a list of past client local governments, as well as resumes of all planners and/or engineers who will or may be assigned to this project if your firm received the planning services contract award.

III. **Proposed Cost of Services** -. Please specify the proposed cost to the City of Sweeny, and estimated time of completion. These include a proposed cost by Scope of Work category of what you or your firm feels is appropriate for each area of the Scope of Work. Please note that the city of Sweeny will not use lowest/best bid as the sole basis for entering into this contract.

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

<u>Criteria</u>	<u>Maximum Points</u>
Experience	45
Work Performance	30
Capacity to Perform	10
Proposed Cost	5
Total	100

V. **Submission Requirements**

- A copy of your current **certificate of insurance** for professional liability.
- **Statement of Conflicts of Interest** (if any) the service provider or key employees may have regarding these services, and a plan for mitigating the conflict(s). Note that City of Sweeny may in its sole discretion determine whether or not a conflict disqualifies a firm, and/or whether or not a conflict mitigation plan is acceptable.
- **System for Award Management**. Service provider and its Principals, may not be debarred or suspended nor otherwise on the Excluded Parties List System (EPLS) in the System for Award Management (SAM). Include verification that the service provider as well as its principals are not listed (are not debarred) through the System for Award Management (www.SAM.gov). Enclose a printout of the search results that includes the record date.

- **Form CIQ**, (enclosed). Texas Local Government Code chapter 176 requires that any vendor or person who enters or seeks to enter into a contract with a local government entity disclose in the Questionnaire Form CIQ the vendor or person's employment, affiliation, business relationship, family relationship or provision of gifts that might cause a conflict of interest with a local government entity. Questionnaire form CIQ is included in the RFP and must be submitted with the response.
- **Certification Regarding Lobbying** (enclosed). Certification for Contracts, Grants, Loans, and Cooperative Agreements is included in the RFP and must be submitted with the response.
- **Form 1295**, Effective January 1, 2016, all contracts and contract amendments, extensions, or renewals executed by the Commissioners Court will require the completion of Form 1295 "Certificate of Interested Parties" pursuant to Government Code § 2252.908. Form 1295 must be completed by awarded vendor at time of signed contract submission. Form 1295 is included in this RFP for your information.
- **Required Contract Provisions**. Applicable provisions (enclosed) must be included in all contracts executed as a result of this RFP.

VI. **Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.** - Small and minority businesses, women's business enterprises, and labor surplus area firms are encouraged to participate in this RFP. If the awarded vendor is a prime contractor and may use subcontractors, the following affirmative steps are required of the prime contractor:

- 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- 2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration (SBA) and the Minority Business Development Agency (MBDA) of the Department of Commerce.

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

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

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

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

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

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

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

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

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

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

- VII. Deadline for Submission – Proposals must be received no later than **Thursday, April 25, 2024, at 2:00 p.m. *included in the newspaper notice***. It is the responsibility of the submitting entity to ensure that the proposal is received in a timely manner. Proposals received after the deadline will not be considered for award, regardless of whether or not the delay was outside the control of the submitting firm. **Please submit your proposal via UPS or hand delivery to 102 W. Ashley Wilson Road, Sweeny, Texas 77480.**

Any questions or requests for clarification must be submitted in writing via EMAIL to Lindsay Koskiniemi, City Manager at citymanager@sweenytx.gov at least 3 business days prior to the deadline. City of Sweeny may, if appropriate, circulate the question and answer to all service providers submitted proposals.

SAMPLE PERFORMANCE STATEMENT

1. BASE MAPPING

Contractor shall prepare a corporate area base map, which should coordinate with the State Plane Coordinate System, in digitized format and hardcopy to include:

- (1) Highway and street rights-of-way;
- (2) Highway designations and street names;
- (3) All major drainage ways;
- (4) Major bodies of water;
- (5) Block and lot lines for all platted subdivisions as available;
- (6) Property lines within unplatted subdivisions as available;
- (7) The width of all major utility easements;
- (8) Railroad rights-of-way;
- (9) All subdivisions and their names;
- (10) Corporate limits;
- (11) Other major facilities or features to include but not necessarily limited to:
 - (a) Major park and recreation areas and facilities;
 - (b) Water Treatment plants;
 - (c) Sewage Treatment plants;
 - (d) Extraterritorial jurisdiction line, as appropriate; and
 - (e) Other significant features.

2. HOUSING INVENTORY, ANALYSIS AND PLAN

- a. Contractor shall prepare a housing conditions inventory, analysis and plan which shall, to the fullest extent possible, be based on the participation of a diverse and representative group of housing interests. (A “diverse and representative group of housing interests” includes owners and renters, realtors, developers, builders, single persons, families, minorities, disabled persons, etc. Generally, all persons must be encouraged to participate in plan preparation, particularly those considered within the protected classes of the Fair Housing Act. No person shall be excluded or denied program benefits on the basis race, color, religion, sex, handicap (disability), national origin, and familial status).
- b. Contractor shall develop criteria to be used in the classification of building conditions and formulate definitions for each classification. As a minimum, the three following classifications shall be utilized within the study: 1) Standard, 2) Deteriorating, and 3) Dilapidated.
- c. Contractor shall perform an assessment of the exterior of all residential buildings within the city to determine the physical condition of each building or structure. Contractor shall record vacant and abandoned residential units as the assessment is being made.
- d. To the extent possible, the Contractor shall determine whether housing is owner or renter occupied.
- e. Contractor shall use the base map at its contracted scale to create a Housing Conditions Map depicting all housing conditions as inventoried and showing all housing and its classification as defined by the developed criteria.
 - (1) Included on the map shall be the delineation of low and moderate income areas, as can be determined from the most recent available Census and/or demographic survey, with a brief narrative for the basis of their delineation.
 - (2) Included on the map shall be clearly marked units and/or areas of affordable housing that are properly represented on the map legend.
 - (3) Included on the map shall be census geographic boundary delineations as available from the most recent Census. The map shall show any identified areas that contain a concentration of aforementioned protected classes within the community.
- f. Contractor shall conduct an analysis of housing data to determine problems and housing

needs of the current and prospective population and identifiable segments of the population, including the need for fair housing.

g. Contractor shall identify previous implementation actions, both public and private, taken during the past two years to implement or improve housing programs, including fair housing.

h. Contractor shall determine what local administrative and legal capacity is available or in effect to overcome housing-related problems which could be utilized more fully, (such as, the use of non-profit organizations), to improve housing, provide remedies to housing needs, including the need for fair housing.

i. Contractor shall prepare a goal(s) statement and annual housing related objectives. To the extent possible, objectives shall be stated in quantifiable terms and target dates set for their achievement.

j. Contractor shall identify future implementation actions and probable costs, both public and private, to be taken annually over the next three to five years. These activities shall result in the preparation of an overall program design for housing related activities, including fair housing and improved housing stock resiliency during and after disaster situations.

3. POPULATION

a. Contractor shall determine existing population estimates of the locality by occupied dwelling units. A realistic assessment of the locality's existing population shall be made by reliable methods.

b. Contractor shall:

(1) Estimate the locality's future population by five-year increments for the next fifteen to twenty years based on existing trends.

(2) Analyze the distribution of classes protected by federal fair housing laws on the basis of race, color, religion, sex, handicap (disability), national origin, and familial status within the community, where such information is available from the most recent Census or other official publications at the block or block group level.

(3) Use the base map at its contracted scale for illustrative purposes and create a Population Distribution Map showing the existing and projected population distribution for the planning period. The map shall show any identified areas that contain a concentration of aforementioned protected classes within the community. Included on the map shall be census geographic boundary delineations as available from the most recent Census.

4. LAND USE INVENTORY, ANALYSIS AND PLAN

a. Contractor shall assess and inspect each plot, tract and parcel of land within the project area to determine its use. The project area should include the city's extraterritorial jurisdiction (ETJ), if significant development has occurred there.

b. Categories in classifying land uses shall include, as a minimum, the following:

(1) Vacant (vacant developed or vacant undeveloped);

(2) Agriculture (cultivated and range land - five or more acres);

(3) Residential (single family, two family, multi-family, manufactured and mobile homes);

(4) Commercial; (retail and services);

(5) Industrial; (light and heavy);

(6) Public and Semi-Public (schools, parks and public buildings); and

(7) Other such additional or subcategories as may be deemed necessary to accurately reflect the existing pattern of land areas.

c. Contractor shall prepare a color-coded Existing Land Use Map of the corporate area using the base map at its contracted scale. Contractor shall prepare a color-coded map of existing land uses within the planning area at appropriate scale, if the development within the ETJ or portion of the ETJ was determined to be significant in its potential impact on the city. Colors should conform to standard code.

- d. Contractor shall make a tabulation of the existing land uses to show:
- (1) Total acreage by use;
 - (2) Percentage of acreage in each land use;
 - (3) Acres per 100 persons, or other standard for comparison purposes; and
 - (4) Developed and undeveloped land as a percent of the total land.
 - (5) Contractor should make an analysis of the community regarding past and potential developments and should report on factors affecting the development of land, such as those below:
 - Occupied dwelling units;
 - Existing land use;
 - Thoroughfares
 - Existing and anticipated population;
 - Soil characteristics as related to developments;
 - Adequacy of public utilities;
 - Adequacy of public facilities;
 - Storm drainage problem areas;
 - Natural and man-made constraints.
- e. Contractor shall prepare a goal(s) statement and annual land use related objectives and, using the base map at its contracted scale, Contractor shall prepare a color-coded Future Land Use Map to illustrate the future physical development of the locality during the planning period.

5. ZONING ORDINANCE

- a. Contractor shall prepare technical material necessary for the drafting of zoning ordinance that will best be adapted to direct the use of land consistent with proposals of the city's previously prepared Land Use Plan. Technical material on zoning shall be based on sound zoning principles and not be inconsistent with all applicable laws, including affirmatively furthering fair housing and reducing or eliminating disparate treatment of classes protected under federal Fair Housing law(s).
- b. Based on the Land Use Plan and other plans related to physical development of the municipality, Contractor shall have prepared a Zoning District Map using the base map at its contracted scale.
- c. Following development of the technical material and prior to adoption, Contractor shall seek counsel and advice from the city's attorney regarding the legal aspects and implications of zoning, particularly that it has positive influence in the effort to promote fair and affordable housing.
- d. The technical material on zoning and the recommended zoning district map shall be prepared in report form suitable for adoption and be submitted to the Department as provided herein.

6. INFRASTRUCTURE STUDY AND CAPITAL IMPROVEMENTS PLAN

The following actions shall occur for the water, wastewater, street, and drainage systems, as applicable.

- a. Contractor shall determine if any prior studies have been made of part or all the existing infrastructure systems.
- b. Contractor shall make an inventory of the physical characteristics of the existing system and record the data on applicable tables, charts, and maps
- c. Contractor shall make an analysis of the system to list and rank problems and deficiencies in the system and should present possible actions and costs to resolve the problems
- d. Contractor shall prepare a goal(s) statement and objectives for the planning period and should include construction-related and policy-related recommendations regarding improvements. To the extent possible, objectives shall be stated in quantifiable terms and target dates set for their achievement.

- e. Contractor shall prepare a Future System Conditions Map. The plan shall provide for the elimination of deficiencies and recommended improvements to meet forecasted needs. Improvements shall be in accordance with accepted municipal standards and shall be shown by phases.

7. BUILDING CODES

- a. Contractor shall review building codes currently adopted and enforced within the jurisdiction to determine compliance with RCP requirements.
- b. Contractor shall recommend building codes to the jurisdiction and assist in the adoption of the needed revisions and building codes as required by the RCP and applicable laws.

8. FLOOD DAMAGE PREVENTION ORDINANCE

- a. Contractor shall review building codes and flood prevention policies currently adopted and enforced within the jurisdiction to determine compliance with RCP requirements.
- b. Contractor shall provide a Flood Damage Prevention Ordinance requiring construction at least two (2) feet above the base flood elevation and shall assist the jurisdiction to adopt said ordinance.

9. HAZARD MITIGATION

- a. Contractor shall review and evaluate any current hazard mitigation plan. If none exists, prepare a plan for adoption.

- **Insert Certificate of Insurance**
- **Insert System for Award Management (SAM) record search for company name and company principal**
- **Statement regarding firm/individual's conflict of interest, if any**

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

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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

Yes No

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

Yes No

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

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

7

Signature of vendor doing business with the governmental entity

Date

Certification Regarding Lobbying

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

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

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

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

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

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

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

Signature of Contractor's Authorized Official

Printed Name and Title of Contractor's Authorized Official

Date

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

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

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

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

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the

(To be completed by awarded vendor)

CERTIFICATE OF INTERESTED PARTIES		FORM 1295																																							
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE USE ONLY																																							
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.		Must file online at www.ethics.state.tx.us/File																																							
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.																																									
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.																																									
4 <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2" style="width: 35%; padding: 5px;">Name of Interested Party</th> <th rowspan="2" style="width: 25%; padding: 5px;">City, State, Country (place of business)</th> <th colspan="2" style="padding: 5px;">Nature of Interest (check applicable)</th> </tr> <tr> <th style="width: 15%; padding: 5px;">Controlling</th> <th style="width: 15%; padding: 5px;">Intermediary</th> </tr> </thead> <tbody> <tr><td style="height: 20px;"> </td><td> </td><td> </td><td> </td></tr> <tr><td style="height: 20px;"> </td><td> </td><td> </td><td> </td></tr> <tr><td style="height: 20px;"> </td><td> </td><td> </td><td> </td></tr> <tr><td style="height: 20px;"> </td><td> </td><td> </td><td> </td></tr> <tr><td style="height: 20px;"> </td><td> </td><td> </td><td> </td></tr> <tr><td style="height: 20px;"> </td><td> </td><td> </td><td> </td></tr> <tr><td style="height: 20px;"> </td><td> </td><td> </td><td> </td></tr> <tr><td style="height: 20px;"> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>		Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)		Controlling	Intermediary																																		
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5 Check only if there is NO Interested Party. <input type="checkbox"/>																																									
6 UNSWORN DECLARATION My name is _____, and my date of birth is _____. My address is _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country). I declare under penalty of perjury that the foregoing is true and correct. Executed in _____ County, State of _____, on the _____ day of _____, 20____. (month) (year)																																									
_____ Signature of authorized agent of contracting business entity (Declarant)																																									
ADD ADDITIONAL PAGES AS NECESSARY																																									

REQUIRED CONTRACT PROVISIONS

Italics – Explanatory; not contract language

All Contracts

THRESHOLD	PROVISION	CITATION
None	<p>(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide Excluded Parties List System 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.</p>	<p>2 CFR 200 APPENDIX II (H)</p>
None	<p>The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, and the Texas Department of Agriculture (TDA), and the City/County, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Contractor which are pertinent to the TxCDBG award, in order to make audits, examinations, excerpts, and transcripts and to closeout the City’s/County’s TxCDBG contract with TDA.</p>	<p>2 CFR 200.336 (former 24 CFR 85.36(i)(10))</p>
None	<p>Grantees or subgrantees must retain all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.</p>	<p>2 CFR 200.333 (former 24 CFR (85.36(i)(11))</p>
None	<p>Sec. 176.003. CONFLICTS DISCLOSURE STATEMENT REQUIRED.</p> <p>(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:</p> <p>(1) the vendor enters into a contract with the local governmental entity or the local governmental entity is considering entering into a contract with the vendor; and</p> <p>(2) the vendor:</p> <p>(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:</p> <p>(i) a contract between the local governmental entity and vendor has been executed; or</p> <p>(ii) the local governmental entity is considering entering into a contract with the vendor;</p> <p>(B) has given to the local government officer or a family member of the officer one or more gifts that have an</p>	<p><u>Chapter 176</u> of the Local Government Code</p>

	<p>aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:</p> <p>(i) a contract between the local governmental entity and vendor has been executed; or</p> <p>(ii) the local governmental entity is considering entering into a contract with the vendor; or has a family relationship with the local government officer.</p> <p>(a-1) A local government officer is not required to file a conflicts disclosure statement in relation to a gift accepted by the officer or a family member of the officer if the gift is:</p> <p>(1) a political contribution as defined by Title 15, Election Code; or</p> <p>(2) food accepted as a guest.</p> <p>(a-2) A local government officer is not required to file a conflicts disclosure statement under Subsection (a) if the local governmental entity or vendor described by that subsection is an administrative agency created under Section 791.013, Government Code.</p> <p>(b) A local government officer shall file the conflicts disclosure statement with the records administrator of the local governmental entity not later than 5 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of the statement under Subsection (a).</p>	
<p>>\$10,000</p>	<p><i>(B) 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.</i></p> <p>Use the following language for contracts > \$ 10,000:</p> <p><u>Termination for Cause</u></p> <p>If the Contractor fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor violates any of the covenants, conditions, agreements, or stipulations of this Agreement, the City/County shall have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, which shall be at least five days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor pursuant to this Agreement shall, at the option of the City/County, be turned over to the City / County and become the property of the City / County. In the event of termination for cause, the Contractor shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.</p>	<p>2 CFR 200 APPENDIX II(B)</p>

	<p>Notwithstanding the above, the Contractor shall not be relieved of liability to the City/County for damages sustained by the City/County by virtue of any breach of contract by the Contractor, and the City/County may set-off the damages it incurred as a result of the Contractor's breach of contract from any amounts it might otherwise owe the Contractor.</p> <p><u>Termination for Convenience of the City/County</u></p> <p>City/County may at any time and for any reason terminate Contractor's services and work at City/County's convenience upon providing written notice to the Contractor specifying the extent of termination and the effective date. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.</p> <p>[Parties should include the manner by which such termination will be effected and the basis for settlement or any other terms and conditions concerning payment upon such termination.]</p>	
<p>>\$50,000</p>	<p><i>(A) Contracts for more than \$50,000 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.</i></p> <p>Use the following language for contracts > \$50,000:</p> <p><u>Resolution of Program Non-compliance and Disallowed Costs</u></p> <p>In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or TxCDBG program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Agreement and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. <i>[This section may also provide for the qualifications of the mediator(s), the locale of meetings, time limits, or any other item of concern to the parties.]</i> If the matter is not resolved through such mediation within 60</p>	<p>2 CFR 200 APPENDIX II (A)</p>

	days of the initiation of that procedure, either party may proceed to file suit.	
Option Contract Language for Procurement before Grant Funds Awarded	Payment of the fees [described in ____ section] shall be contingent on CDBG funding. In the event that grant funds are not awarded to the City / County by TDA through the TxCDBG program, this agreement shall be terminated by the City / County.	2 CFR 200.319(a)

Additional provisions for administration & engineering contracts associated with construction contracts

THRESHOLD	PROVISION	CITATION
>\$10,000	<p><i>(Italics – Explanatory; not contract language)</i></p> <p><i>2 CFR 200 Appendix II (C) 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.”</i></p> <p><i>Therefore, include the following EO clause (not in italics) in construction contracts including construction associated administration and engineering contracts > \$10,000:</i></p> <p>\$60-1.4(b) Equal opportunity clause.</p> <p><i>(b) Federally assisted construction contracts. 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:</i></p> <p><i>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:</i></p>	<p>41 CFR §60-1.4(b) And 2 CFR 200 APPENDIX II (C)</p>

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 considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) 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

	<p>otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.</p> <p>The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.</p> <p>(c) Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.</p> <p>(d) Incorporation by reference. The equal opportunity clause may be incorporated 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 Deputy Assistant Secretary may designate.</p> <p>(e) Incorporation by operation of the order. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written.</p> <p>(f) Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings.</p> <p>[43 FR 49240, Oct. 20, 1978, as amended at 62 FR 66971, Dec. 22, 1997; 79 FR 72993, Dec. 9, 2014; 80 FR 54934, September 11, 2015]</p>	
>\$100,000	§135.38 Section 3 clause	24 CFR §135.38

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.

	<p>F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.</p> <p>G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).</p>	
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