



CITY OF BANDERA

511 Main St. • PO Box 896 • Bandera, Texas 78003 • P: (830) 796-3765 • F: (830) 796-4247

REQUEST FOR PROPOSALS FOR GRANT PROGRAM MANAGEMENT/ADMINISTRATION SERVICES

Wastewater Treatment Plant Project

PROPOSALS ARE DUE ON OR BEFORE 3:00 P.M. CST ON OCTOBER 8, 2021.

The City of Bandera is seeking to enter into a services contract with a competent administration/management firm/professional service provider to assist the City with grant application development and submittal, and with overall program management/administrative services in the event the project is funded by the U.S. Department of Commerce, Economic Development Administration (EDA).

The Project consists of Relocation of Wastewater Plant. The Project site is in the general vicinity of Bandera, Texas 78003.

The following outlines the request for proposals. Note, in this RFP “application” refers to an application submitted by the City to the funding agency, and “award” refers to an award granted by the funding agency to the City.

The City may use this RFP to enter directly into one or more contracts with one or more service providers chosen to perform all or any part of the Scope of Work. The City anticipates contracts resulting from this RFP to have a term of three (3) years with two (2) one-year options to renew. The City reserves the right to negotiate with any and all persons or firms submitting proposals.

I. SCOPE OF SERVICES

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

A. Pre-Award Services. The Grant Administrator will prepare, and/or obtain, and compile the multiple documents and exhibits that comprise the EDA's ‘Full Construction’ application package and will guide the city through the submission process via the online grants.gov system. The Grant Administrator will be responsive to funding agency requests for information through the final program selection/awards.

B. Post-Award Services. The Grant Administrator will administer and complete grant project components approved for funding that may include acquisition, structure renovation, new construction and/or utility improvements. The selected administrative firm must follow all requirements of the EDA program.

II. SCOPE OF WORK

Please specify actual tasks to be performed under each of these categories in your response. Service providers must specify in their proposals any activities that they do not wish or intend to manage.

1. Grant Application Support

- a. Complete all standard application documents
- b. Develop all required Narrative Documents
- c. Supporting Exhibits
- d. Work with other/support entities for complete application items

2. Grant Administration /Program Management Services

- a. Administrative Grant Related Duties- Billing & Budget tracking
- b. Financial Duties- Reporting
- c. Procurement Support Services
- d. Acquisition Duties
- e. Environmental Compliance Duties

i. Review each project description to ascertain and/or verify the level of environmental review required (i.e. Exempt, Categorical Exclusion not Subject to 58.5, Categorical Exclusion Subject to 58.5, Environmental Assessment, and Environmental Impact Statements);

ii. Prepare, complete and submit EDA required forms, if any, for environmental review and provide all documentation to support environmental findings;

iii. Consult and coordinate with oversight/regulatory agencies to facilitate environmental clearance;

iv. Perform or contract special studies, additional assessments, or permitting to secure environmental clearance. These may include, but are not limited to biological assessments, wetland delineations, asbestos surveys, lead- based paint assessments, archeology studies, architectural reviews, Phase I & II ESAs, USACE permits, etc.

v. Responses and comments during public comment period;

vi. Communication of authorization - no work conducted without authorization;

vii. Utilize EDA's system of record, as applicable;

viii. Conduct at least one site visit to project location

ix. Manage required public notices

f. Contract/Program Management Support

g. Construction Management Oversight-Monitoring & Labor Standards

h. Audit / Close-out Support

III. STATEMENT OF QUALIFICATIONS

A. The City is seeking to contract with a competent professional administration/management firm/consultant(s) experienced in grants/ contracts application and administration. Please provide the following information:

1. State the business name, principal business address, email, telephone and fax numbers of the Respondent;

2. The name of the individual representing (“The Respondent”) with regard to this RFP, and that person’s title, phone number and email address;
3. A statement of interest for this RFP including a brief narrative describing the Respondent’s experience and unique qualifications to perform services;
4. A statement of availability and commitment of the Respondent, its principal(s) and assigned professionals to undertake the scope of services described;
5. A brief history of the proposing entity, including general background, knowledge of and experience working with relevant agency;
6. Related experience and work performance in applying for and managing state and federal funded local infrastructure, structure and development projects, with an emphasis on directly- related and recent experience. Include at least three references from local government clients in the last five-seven years where similar work was performed.
7. A description of the service provider’s capacity to perform the requested scope of work as well as resumes of all employees who will or may be assigned to provide services if your firm is awarded a contract.
8. A statement substantiating the service provider’s ability to carry out the scope of work requested in a timely manner.

IV. PROPOSED COST OF SERVICE

Please provide your firm fixed-price cost proposal to accomplish the scope of work outlined herein and for any additional services required. This award is contingent upon final contract execution approval of grant administration services contract by EDA. The proposal must include all costs that are necessary to successfully complete the Scope of Work activities. Please note that the lowest/best bid will not be used as the sole basis for entering into this contract. The City will consider dividing the scope of the RFP, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises. Contract pricing for services under this RFP will be adjusted to reflect final project activities, scale, and scope.

In accordance with federal procurement regulations (2 C.F.R. 200), upon the award profit (either %/ or actual dollar figure) must be identified and negotiated as a separate element of price for any contract award in excess of \$150,000. To comply, the respondent must disclose and certify in its proposal the percentage of profit being proposed.

V. EVALUATION CRITERIA AND SELECTION PROCESS

A. Method of Evaluation.

The proposal received will be evaluated and ranked by Committee according to the following criteria:

<u>Criteria</u>	<u>Max. Points</u>
Experience	35
Past Work Performance	30
Capacity to Perform	15
Proposed Cost	20
Total	100

See also Administration/Professional Services Rating Sheet attached hereto as Attachment “A”. The Selection Committee, in its option, may request one or more Respondents to be interviewed. The City

reserves the right to terminate the selection process at any time, and to reject any and all Respondents/Proposals.

B. Small, Minority and Women Business Enterprises

Affirmative Steps. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. Small and minority businesses, women's business enterprises, and labor surplus area firms are encouraged to participate in this RFP. If the awarded 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; and,
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,
6. Section 3 Residents, Minority Business Enterprises, Small Business Enterprises, Women Business Enterprises, and labor surplus area firms are encouraged to submit proposals.

C. Submission Requirements

The RFP response should consist of (1) a proposal for the Scope of Work in Section II above; (2) a Statement of Qualifications; (3) a fixed price cost proposal; and (4) the accompanying information described in 2-6, 8, and 9 below (signed copies of all statements, certifications, acknowledgments, and disclosures). Incomplete submissions will be considered non-responsive and subject to rejection. Failure to comply with all requirements contained in this Request for Proposals may result in rejection.

1. Proposal/Statement of Qualifications: Please respond to the Statement of Qualifications listed in Section II. Respondent must specify in the proposal response any services in the Scope of Work that cannot or will not be provided.
2. Cost of Services form. See Attachment "B". See also Section II.
3. A statement identifying conflicts of interests the proposing entity or key employees may have regarding these services must be submitted with the proposal response.
4. Certification Regarding Lobbying form: Certification for Contracts, Grants, Loans, and Cooperative Agreements is included in the RFP and must be submitted with the response. See Attachment "C".
5. Disclosure of Lobbying Activities form. See Attachment "D".
6. System for Award Management. Respondent and its Principals, must not be debarred or suspended nor otherwise on the Excluded Parties List System (EPLS) in the System for Award Management (SAM) nor the State of Texas Comptroller Debarred Vendor List. Include verification that the company as well as the company's principals are not listed (are not debarred) through the System for Award Management (www.SAM.gov). Enclose a print out of the search results that includes the record date;
7. Form 1295 (Certificate of Interested Parties). 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. See Attachment "E".
8. A copy of your current certificate of insurance for professional liability.

9. Form CIQ (Conflict of Interest Questionnaire). 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. See Attachment "F".
10. Required Federal Contract Provisions: Note - Please see Attachment "G" for required federal contract provisions which must be included in all contracts executed as a result of this RFP.

VI. DEADLINE FOR SUBMISSION

Deadline. 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 or award, regardless of whether or not the delay was outside the control of the submitting consultant/firm.

RESPONSES MUST BE RECEIVED on or before Friday, October 8, 2021, at 3:00 pm CST.

Responses received after the date and time specified will not be considered. The City reserves the right to extend the deadline for submission, or to terminate the selection process at any time administratively convenient to the City.

VII. INSTRUCTIONS FOR SUBMISSION

Respondents should submit one digital copy via flash drive and three (3) printed copies of a complete proposal (including a Statement of Qualifications, cost of services form, all required forms, attachments, insurance, SAM printout, and statements) in a sealed envelope to the following address:

City of Bandera
511 Main Street
PO Box 896
Bandera, TX 78003
CONFIDENTIAL RFP – Grant Administration Services

If original is in color, please submit the copies in color and mark "Copy").

The City will not acknowledge or receive Proposals that are delivered by telephone, facsimile (fax), or electronic mail (e-mail).

VIII. COMMUNICATION

Service providers intending to submit proposal responses to this RFP may not contact any officers or personnel of the city regarding this RFP. All communications/questions regarding this RFP must be directed in writing only to Keely Hansen, Administrative Assistant at the following address: adminassist@cityofbandera.org or PO Box 896, Bandera, TX 78003. All responses will be posted to the City website, www.cityofbandera.org under the link titled RFP/RFQ at <http://www.cityofbandera.org/2228/RFP-RFQ>.

The deadline for submitting any written questions will be Friday, October 1, 2021 at 3:00 PM CST. The City will determine at its sole discretion whether such communication warrants a response, which shall be communicated via an email and made available along with the original communication to all service providers (posts will be provided via the City 's website). Should an addendum be required, addendums will be issued via email and posted via the City 's website. No questions submitted after the written question deadline will be responded to by staff.

The City may, at its sole discretion, issue Addenda to this Request for Proposals containing responses to questions and requests for information, clarifications or revisions of the RFP, or any other matters that the City deems appropriate. The City will endeavor to post all addendum or clarifications to the RFP website which is <http://www.cityofbandera.org/2228/RFP-RFQ>. It is the responsibility of Respondents to check the web site to determine if any Addenda have been issued before submitting their Responses. Responses to this RFP will be interpreted in light of any and all Addenda, whether or not Respondent has read them.

Waiver of Formalities. The City reserves the right to reschedule, extend, or cancel this RFP at any time. The City reserves the right to reject any or all Responses, and to waive formalities or irregularities in connection with this RFP and may consider submissions not made in compliance with this request for qualifications if it elects to do so, to the extent permitted by law, although the City will have no obligation for such consideration.

IX. RESERVATION OF RIGHTS

The City reserves the right to reject any and all proposals and re-solicit for new proposals, or to reject any and all proposals and temporarily or permanently abandon the Project. The City makes no representations, written or oral, that it will enter into any form of agreement with any Respondent to this RFP for any project and no such representation is intended or should be construed by the issuance of this RFP.

The City reserves the right to evaluate the responses submitted; waive any irregularities therein; select candidates for the submittal of more detailed or alternate proposals; accept any submittal or portion of submittal; reject any or all firms submitting responses, should it be deemed in the City's best interest; or cancel the entire process and solicit again at a later date. The City will have the final decision in all matters regarding acceptance of proposals and issuance of awards.

X. PUBLIC INFORMATION

The City of Bandera is a political subdivision of the State and is subject to the Texas Public Information Act. Any information submitted to the City is presumed to be public information and available to the public as it would be for any City document. Any information or materials submitted to the City, including financial information that the Respondent submits belongs to the City. If the proposer considers the information to be confidential, it must be clearly and conspicuously marked "CONFIDENTIAL" on each page containing confidential information. If a request is made for copies of the information marked Confidential, the City will advise the Respondent of the request. If requested by the Respondent, the City will request an opinion from the Texas Attorney General's Office as to whether the information is subject to disclosure under the Texas Public Information Act. The Respondent shall be responsible for timely providing information to the Texas Attorney General to substantiate its claim that the information is not subject to disclosure. The City will abide by the decision of the Texas Attorney General.

Confidential/Proprietary: Please clearly mark "Confidential/Proprietary" on any information that you seek to protect from public disclosure under the Texas Public Information Act TX GOV. SECTION 552 et al and submit such information in a separately marked envelope. The City cannot assure any firm that information that is marked "Confidential/Proprietary" will remain private, however, in the event of a request for such information under the Public Information Act, the City will timely notify you in writing of the request.

XI. NO REIMBURSEMENT FOR COSTS

Respondent acknowledges and accepts that the City will not reimburse Respondent for any costs incurred by Respondent in responding to this RFP or otherwise participating in this selection process.

XII. ACCEPTANCE OF EVALUATION METHODOLOGY

By submitting its Proposal in response to this RFP, Respondent accepts the City's evaluation processes

and acknowledges and accepts that the determination of the Respondent will require subjective judgments by the City.

BY SUBMITTING A RESPONSE TO THIS REQUEST FOR PROPOSALS, THE RESPONDENT AGREES THAT IT WAIVES ANY CLAIMS IT HAS OR MAY HAVE AGAINST THE CITY OF BANDERA, ITS EMPLOYEES, OFFICERS, AGENTS, OR REPRESENTATIVES, IN CONNECTION WITH OR ARISING OUT OF THIS RFP, INCLUDING THE ADMINISTRATION OF THE RFP, THE BASIS FOR SELECTION, THE EVALUATION OF THE RESPONSES, THE METHOD USED FOR SELECTION, AND ANY DISCLOSURE OF INFORMATION REGARDING THE RESPONSES OR EVALUATIONS. THE SUBMISSION OF PROPOSALS CONSTITUTES THE ACCEPTANCE BY THE RESPONDENT OF THE EVALUATION TECHNIQUE DESCRIBED IN THIS RFP.

XIII. PROPOSALS

All Proposers are advised that proposals submitted belong to the City and must be honored for at least 120 days following the submission date. This effective period should be taken into account when preparing the Proposal(s). The City anticipates action and award of a contract prior to that timeframe; however, proposers should note that all information and aspects of the proposals submitted must be honored for a period of at least 120 days. The content of the awarded proposal shall be incorporated into the contract.

XIV. PROFESSIONAL INSURANCE

Upon award, Respondent must show at least coverages in the following amounts:

Professional Liability	\$ 2,000,000
Commercial- General Liability	\$ 1,000,000
Medical (Any One Person)	\$ 15,000
Personal & Adv. Injury	\$ 1,000,000
General Aggregate	\$ 2,000,000
Automobile Liability/AGG	\$ 1,000,000
Umbrella Liability	\$ 2,000,000
Workers Comp. & Empl. Liab.	\$ 1,000,000

Note: policy coverage must be “per occurrence”. The policy must include the City of Bandera as an additional insured upon award.

ATTACHMENT "A"
ADMINISTRATION/PROFESSIONAL SERVICES RATING SHEET

Grant Recipient: _____

Name of Respondent: _____

EDA Date of Rating: _____

Evaluator's Code: _____

Experience: Rate the Respondent of the Request for Proposal (RFP) by awarding points up to the maximum listed for each factor. Information necessary to assess the Respondent on these criteria may be gathered either from past experience with the Respondent and/or by contacting past/current clients of the Respondent.

Experience

<u>Factors</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Related Experience / Background with federally funded projects	15	_____
2. Related Experience/ Background with specific project type (infrastructure, structures, coordination with regulatory agency etc)	15	_____
3. References from current/past clients	5	_____
Subtotal, Experience	35	_____

Past Work Performance

<u>Factors</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Submits requests to client/EDA in a timely manner	5	_____
2. Responds to client/EDA requests in a timely manner	5	_____
3. Past client/EDA projects completed on schedule	10	_____
4. Work product is consistently of high quality with low level of errors	5	_____
5. Past client/EDA projects have low level of monitoring findings/concerns	5	_____
Subtotal, Performance	30	_____

Capacity to Perform

<u>Factors</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Qualifications of Professional Administrators/Experience of Staff	5	_____
2. Present and Projected Workloads	5	_____
3. Quality of Proposal/Work Plan	5	_____
Subtotal, Capacity to Perform	15	_____

Proposed Cost

<u>Factors</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Proposed cost within EDA project delivery and administration fee caps	20	_____
Subtotal, Proposed Cost	20	_____

TOTAL SCORE

<u>Factors</u>	<u>MaxPts.</u>	<u>Score</u>
Experience	35	_____
Work Performance	30	_____
Capacity to Perform	15	_____
Proposed Cost	20	_____
Total Score	100	_____

ATTACHMENT "B"

COST OF SERVICES

EDA ADMINSTRATIVE SERVICES

Grant Award Amt.	Cost of Services	Notes:
\$_____ grant award (\$_____ total project) submitted – subject to change pending final receipt of contract		

Amount of Profit: _____ % or \$ _____

Service provider must provide fully burdened rates with no expenses, for the following job titles:

Job Titles	Cost (Maximum Hourly Rate)
Principal	
Subject Matter Expert	
Grant Program Manager	
Grant Project Manager	
Planner	
Data Manager	
GIS Technician	
Field Inspector	
Cost Estimator	
Insurance Specialist	
Accounting Support	
Closeout Specialist	
OTHER	

ATTACHMENT "C"

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 County s 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

Date

Printed Name and Title of Contractor's Authorized Official

ATTACHMENT “D”

DISCLOSURE OF LOBBYING ACTIVITIES

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

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

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

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503 Approved by OMB 0348-0046

Disclosure of Lobby Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: Year: _____ Quarter: _____ Date of Last Report: _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> 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)	

ATTACHMENT "E"

CERTIFICATE OF INTERESTED PARTIES

Form 1295

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.		<i>Must file online at www.ethics.state.tx.us/File</i>	
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.			
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.			
4			
Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
5 Check only if there is no Interested Party. <input type="checkbox"/>			
6 UNSWORN DECLARATION			
My name is _____, and my date of birth is _____			
My address _____ (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			

ATTACHMENT "F"

CONFLICT OF INTEREST QUESTIONNAIRE	FORM CIQ
For vendor doing business with local government entity	
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>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 government entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local government's entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statements to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY Date Received
1. Name of vendor who has a business relationship with local government entity:	
2. Check this box if you are filing an update to a previously filed questionnaire. (The law required that you like an updated completed questionnaire with the appropriate filing authority not later than the 7 th 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 has being disclosed.	
4. Describe each employment or other business relationship with the local government officer, or a family member of the officer, as describer 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?	
<input type="checkbox"/> Yes <input type="checkbox"/> 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 family member of the officer AND the taxable income is not received from the local government entity?	
<input type="checkbox"/> Yes <input type="checkbox"/> No	
5. Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation other business entity with respect to which the local government officer serves as an officer or director, or hold and 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 government entity	_____ Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local government entity

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

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

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local government entity or an agency of a federal, state, or local government 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 government 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 government entity and vendor has been executed; or

(ii) the local government 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 government entity and:

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

(2) has given a local government officer of that local government entity, or a family member of the office, 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 government 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 government 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.

ATTACHMENT “G”

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 contain 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	<p>Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:</p> <p>(a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.</p> <p>(b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.</p> <p>(c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.</p> <p>(d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity.</p> <p>(e) Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.</p> <p>(f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).</p> <p>(1) If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.</p> <p>(2) If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.</p>	2 CFR 200.333
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None	<p>Contracting with small and minority business, women’s business enterprises, and labor surplus area firms.</p> <p>(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.</p> <p>(b) Affirmative steps must include:</p> <p>(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;</p> <p>(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;</p> <p>(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;</p> <p>(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;</p> <p>(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and</p> <p>(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.</p>	2 CFR 200.321
Option Contract Language for contracts awarded prior to Grant Award	The contract award is contingent upon the receipt of EDA 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
<p>>\$10,000</p>	<p>Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”</p> <p>41 CFR 60-1.4 Equal opportunity clause.</p> <p>(b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:</p> <p>The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:</p> <p>During the performance of this contract, the contractor agrees as follows:</p> <p>(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:</p> <p>Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.</p> <p>(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.</p>	<p>41 CFR §60- 1.4(b) and 2 CFR 200 APPENDIX II (C)</p>

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

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

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

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

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

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, 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	<p><i>Compliance with the Davis-Bacon Act (40 U.S.C. 3141 et seq.) as supplemented by Department of Labor regulations (29 CFR part 5) and with the Copeland “Anti-Kickback” Act (18 U.S.C. 874; 40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR part 3):</i></p> <p>Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate no less than the prevailing wages specifies in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.</p>	2 CFR 200 APPENDIX II (D)
>\$100,000	<p>Contract Work Hours and Safety Standards Act (40 U.S.C. 3701- 3708). Where applicable, all contracts awarded by the non- Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.</p>	2 CFR 200 APPENDIX II (E)
>\$150,000	<p>Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended— Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the 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).</p>	2 CFR 200 APPENDIX II (G)

<p>>\$100,000</p>	<p>Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.</p>	<p>2 CFR 200 APPENDIX II (I) and 24 CFR §570.303</p>
<p>>\$100,000</p>	<p>All Section 3 covered contracts shall include the following clause (referred to as the Section 3 clause):</p> <p>A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD- assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.</p> <p>B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.</p> <p>C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number of job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name of the location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.</p> <p>D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in the applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.</p> <p>E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.</p> <p>F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.</p>	<p>24 CFR §135.38</p>

	<p>G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self- Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).</p>	
	<p>A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.</p> <p>[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]</p>	<p>2 CFR 200 APPE NDIXII (J)</p>
	<p>Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.</p>	<p>42 U.S.C. 6201</p>