



Austin County REQUEST FOR QUALIFICATIONS

Project Title: Acquisition Services for GLO CDBG-MIT
Sector 2 and Sector 3 Projects

**STATEMENT OF QUALIFICATION
DEADLINE FOR SUBMISSION:
July 18, 2024
2:00PM CST**



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Austin County

Request for Qualifications

1. Introduction

- A. Project Overview: Austin County is requesting Qualifications with the intent of awarding a contract for the purchase of goods and services contained in Appendix A – Scope of Services.
- B. Questions: The following are contacts for questions as identified.
- i. RFQ Clarifications: All questions related to requirements, processes or scope of work for this RFQ should be submitted in writing to the County's Purchasing Manager identified in section 2 below.
 - ii. Replies: Responses to inquiries which directly affect an interpretation or effect a change to this RFQ will be issued in writing by addendum and will be uploaded to Austin County website www.austincounty.com. All such addenda issued by Austin County prior to the submittal deadline shall be considered part of the RFQ. The County shall not be bound by any reply to an inquiry unless such reply is made by such formal written addendum.
 - iii. Acknowledgement of Addenda: The Proposer must acknowledge all addenda by signing and returning such document(s) or by initialing appropriate area of the Statement of Qualification.
- C. Notification of Errors or Omissions: Proposers shall promptly notify the County of any omissions, ambiguity, inconsistency, or error that they may discover upon examination of this RFQ. The County shall not be responsible or liable for any errors and/or misrepresentation that result from the solicitations which are inadvertently incomplete, ambiguous, inconsistent or obviously erroneous.
- D. Conflict of Interest Questionnaire (Form CIQ): A person or business, and their agents, who seek to contract or enter into an agreement with the County, are required by Texas Local Government Code, Chapter 176, to file a conflict-of-interest questionnaire (FORM CIQ) which is found in Appendix C.
- E. Certificate of Interested Parties (1295 Form): A person or business, and their agents, who seek to contract or enter into an agreement with the County, are required by Texas Local Government Code Chapter 2252, Subtitle F, Title 10, Section 2252.908, to file a disclosure of interested parties with the Texas Ethics Commission (https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm). A sample form and instruction sheet can be found in Appendix D.
- F. House Bill 89 Verification Form: A person or business, and their agents, who seek to contract or enter into an agreement with the County, are required by Texas Local Government Code Chapter 2270 Section 1, Subtitle F, Title 10, Section 2270.001 to submit a verification form to the County. This Chapter reads “Prohibition on Contracts with Companies Boycotting Israel”. This form is found in Appendix E.

2. Definitions

Statement of Qualification: The signed and executed submittal of the entirety of Appendix B – Statement of Qualification.

Proposer: The Proposer and the Proposer’s designated contact signing the first page of the Statement of Qualification.

County: Austin County, Texas.

Austin County Road and Bridge Office: Office is located at 1 East Main, Bellville, Texas 77418. PH: (979) 885-3829

Project: The name is identified on the cover sheet and first page of Appendix A – Scope of Services.

Request for Qualifications (RFQ): The entirety of this document, including all Appendices and Addenda.

Scope of Services: The entirety of Appendix A – Scope of Services.

3. General Information

- A. Tax Exempt Status: The County purchases are exempt from State Sales Tax and Federal Excise Tax. Do not include tax in the Statement of Qualification. The County will furnish Excise Tax Exemption Certificate upon request.
- B. Public Inspection of Qualifications: The County strictly adheres to the Texas Public Information Act (Texas Government Code Chapter 552.001, et seq.) and all other governing statutes, regulations, and laws regarding the disclosure of RFQ information. Qualifications are not available for public inspection until after the contract award. If the Proposer has notified the County, in writing, that the Statement of Qualification contains trade secrets or confidential information, the County will generally take reasonable steps to prevent disclosure of such information, in accordance with the Public Information Act. This is a statement of general policy only, and in no event shall the County be liable for disclosure of such information by the County in response to a request, regardless of the County's failure to take any such reasonable steps, even if the County is negligent in failing to do so.
- C. Legal Relations and Responsibilities: Proposer shall maintain adequate records to justify all charges, expenses and costs incurred in performing the Services for a period of at least Five (5) years following the termination date of the contract. The County shall have full and complete access to all records, documents and information collected and/or maintained by Proposer in the course of the administration and performance of the Contract. This information shall be made accessible at Proposer's local place of business in the County's jurisdiction, for purposes of inspection, reproduction and audit without restriction.
- D. Affirmative Action/EOE: Austin County is an Affirmative Action/Equal Opportunity Employer and strives to attain goals for Section 3 of the Housing and Urban Development Act of 1968 (12U.S.C. 1701u) as amended. See Appendix F – Austin County's Section 3 Resolution.

4. RFQ Withdrawals and/or Amendments

- A. RFQ Withdrawal: The County reserves the right to withdraw this RFQ for any reason.
- B. RFQ Amendments: The County reserves the right to amend any aspect of this RFQ by formal written Addendum prior to the Statement of Qualification submittal deadline and will endeavor to notify all potential Proposers that have registered with the County, but failure to notify shall impose no obligation or liability on the County. All modifications and addendums must be in written form prepared by the County department issuing the solicitation. Proposer is responsible for incorporating any and all modifications and addendums into their Qualifications. All addendums will be posted on Austin County website where this RFQ is posted www.austincounty.com.

5. Statement of Qualification Submittal Requirements

- A. Submittal Packet – Required Content: Proposer shall submit 3 hard-copies and 1 electronic copy,

the Proposer must submit one (1) signed original Statement of Qualification and two (2) copies. This submittal packet shall be submitted in a sealed envelope with a completed, signed and executed Appendix B – Statement of Qualification (Page 10-18).

- B. Submittal Deadline: The deadline for submittal of Statement of Qualifications is July 18, 2024 at 3:00PM (CST). It is the Proposer’s responsibility to have the Statement of Qualification correctly marked and hard copies delivered to Austin County to Shannon Hanath, Administrative Assistant, 1 East Main, Bellville Texas, 77418. **No extensions will be granted, and no late Statements of Qualifications will be accepted.**
- C. Statements of Qualifications Received Late: Proposers are encouraged to submit their Statements of Qualifications as soon as possible. The time and date of receipt as recorded in Austin County Administrative Assistant’s Office shall be the official time of receipt. The County is not responsible for late delivery of mail or other carrier. **Late Statements of Qualifications will not be considered under any circumstances.**
- D. Alterations or Withdrawals of Statement of Qualification: Any submitted Statement of Qualification may be withdrawn, or a revised Statement of Qualification substituted if a written notice is submitted to Austin County prior to the submittal deadline. Any interlineations, alteration, erasure, or other amendments made before the submittal deadline, must be signed or initialed by the Proposer or the Proposer’s authorized agent, guaranteeing authenticity. Statements of Qualifications cannot be altered, amended, or withdrawn by the Proposer after the submittal deadline.
- E. Statement of Qualification Format: All Statements of Qualifications must be prepared in single-space type, on standard 8-1/2” x 11” vertically oriented pages, using one side of the paper only. Statements of Qualifications should be kept to a maximum length of 12 pages exclusive of the cover letter. Pages shall be numbered at the bottom. Entries shall be typed, or legibly written in ink. All Qualifications shall be mailed, or hand delivered to Austin County. Any other format (via telephone, fax, email, etc.) shall be rejected by the County. Firms shall submit Appendix A, Appendix B and all required forms in addition to the statement of qualification.
- F. Validity Period: Once the submittal deadline has passed, any Statement of Qualification submitted shall constitute an irrevocable agreement to provide the commodities and/or services set forth in the Scope of Services on the terms set forth in the Statement of Qualification, such Statement of Qualification to be irrevocable until the earlier of the expiration of ninety (90) days from the submittal deadline, or until a contract has been awarded by the County.
- G. Taxpayer Identification: Selected proposer must provide the County with a current W-9 “Request for Taxpayer Identification and Certification” after an award of a contract and before goods or services can be procured from the proposer.
- H. Requirements: By submitting a Statement of Qualification, the respondent agrees to provide Austin County with the specified goods or services described in the solicitation in accordance with these standard terms and conditions and in compliance with the stated specifications and any subsequent addendums issued prior to the date of the Statement of Qualification opening.

6. **Statement of Qualification Evaluation and Contract Award**

- A. Statement of Qualification Evaluation and Contract Award Process: An award of a contract to provide the goods or services specified herein will be made using sealed Statements of Qualifications, in accordance with Chapter 2254 of the Texas Local Government Code and with the County’s purchasing policy. The County will evaluate all Statements of Qualifications to determine which proposers are the most highly qualified provider for the award of a contract, applying the anticipated evaluation factors and emphasis to be placed on each factor as identified in the Scope of Services. The County will attempt to negotiate with that provider a contract at a fair and reasonable price. The County may, at its option, conduct discussions with or accept Statement of Qualification revisions from any reasonably qualified proposer. The County reserves

the right to determine which proposer will be most advantageous to the County.

- B. Completeness: If the Statement of Qualification is incomplete or otherwise fails to conform to the requirements of the RFQ, County alone will determine whether the variance is so significant as to render the Statement of Qualification non-responsive, or whether the variance may be cured by the Proposer or waived by the County, such that the Statement of Qualification may be considered for award.
- C. Ambiguity: Any ambiguity in the Statement of Qualification as a result of omission, error, lack of clarity or non-compliance by the Proposer with specifications, instructions and all conditions shall be construed in the favor of the County. In the event of a conflict between these standard RFQ requirements and details provided in Appendix A – Scope of Services or Appendix B – Statement of Qualification, the Appendices shall prevail.
- D. Controlling Document: In the case of a discrepancy between this solicitation and the formal contract, the formal contract will prevail and control.
- E. Additional Information: The County may request any other information necessary to determine Proposer’s ability to meet the minimum standards required by this RFQ.
- F. Contract Award: The County reserves the right to reject any and/or all Statements of Qualifications and re-solicit for Statements of Qualifications, as deemed to be in the best interest of County.
- G. Debarment: The selected proposer must **NOT** be debarred from any federal and/or state agency and Austin County will conduct a review of the proposer’s status on SAM.Gov. Austin County Commissioners Court will make the final selection and award. The County has the right to reject any and/or all Responses.
- H. Right to Refuse Statement of Qualification: The County reserves the right to refuse any and/or all parts of any and or/all Qualifications and to waive formalities in the best interest of the County. Austin County does not discriminate on the basis of race, color, national origin, sex, religion, and age or disability status in employment, procurement or provisions of service.
- I. Authority to Submit Statement of Qualification and Enter Contract: The person signing on behalf of Proposer certifies that the signer has authority to submit the Statement of Qualification on behalf of the Proposer and to bind the Proposer to any resulting contract.
- J. Interpretation of Solicitation Documents: The County is the final judge of the meaning of any word(s), sentences, paragraphs or other parts of the solicitation documents. Proposers are encouraged to seek clarification, before submitting a Statement of Qualification, of any portion of the Statement of Qualification documents that appears to be ambiguous, unclear, inconsistent, or otherwise in error. Clarifications will be in writing.
- K. Minor Irregularities: The County reserves the right to waive any minor irregularities that do not materially affect the scope or pricing of submitted Qualifications.
- L. Responsiveness of Qualifications: The County desires to receive competitive Qualifications but will declare any Qualifications “non-responsive” if they fail to meet the significant requirements outlined in this solicitation document.
- M. Withdrawal of Qualifications: Proposers may withdraw any submitted Qualifications prior to the Statement of Qualification submission deadline. Proposers may not withdraw once the Qualifications have been publicly opened, without the approval of Austin County. However, once a Statement of Qualification has been withdrawn, it can no longer be considered.
- N. Disqualification of Proposer: The County may disqualify proposers, and their Statements of

Qualifications not be considered, for any of the following reasons: Collusion among proposers; Proposer's default on an existing or previous contract with the County, including failure to deliver goods and/or services of the quality and price Statement of Qualification; Proposer's lack of financial stability; any factor concerning the proposer's inability to provide the quantity, quality, and timeliness of services or goods specified in the solicitation; proposer involved in a current or pending lawsuit with the County; proposer's attempt to influence the outcome of the solicitation through unauthorized contact with County officials outside of those listed in the solicitation documents; and proposer's attempt to offer gifts, gratuities, or bribes to any County employee or elected official in connection with a solicitation.

- O. Waiver of Formalities: County reserves the right to reschedule, extend, or cancel this RFQ at any time. County reserves the right to reject any or all responses, and to waive formalities or irregularities in connection with this RFQ 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 County will have no obligation for such consideration.
- P. Solicitation Results: if a copy of solicitation results is desired, please contact Austin County at 979-885-3829 or by visiting:

Austin County Road & Bridge
1 East Main
Bellville, Texas 77418

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Appendix A – Scope of Services

Project Title: Acquisition Services for GLO CDBG-MIT Sector 2 and Sector 3 Projects

1. **Scope of Services Contact:**

Questions about the technical nature of the Scope of Services, etc. may be directed to Erin Thompson through

e-mail at erin@lcmsinc.com

2. **Scope of Services:**

Austin County has a need for professional Acquisition Services for multiple properties throughout Austin County. The needed services by County may include, easement acquisition (temporary or permanent) for drainage improvements and/or real estate purchases for detention pond locations. The selected Firm will be required to provide the County with a Market and/or Fair Market Value report on any identified property along with a Market or Marketability Analysis. Austin County desires to contract with a firm with demonstrated professional competence and experience to provide Acquisition Services for a variety of properties.

Each transaction will be conducted on a Task Order system. The selected Firm will be given information on the identified property and the intended use of the property. The selected Firm will supply a written estimate of costs for the transaction to the County. The written cost estimate submitted to the County for service shall include:

- Detailed description of work to be performed
- Estimate of work hours and associated cost to accomplish the specified work
- Not to exceed total cost to accomplish the specified work
- Duration of work from start to completion

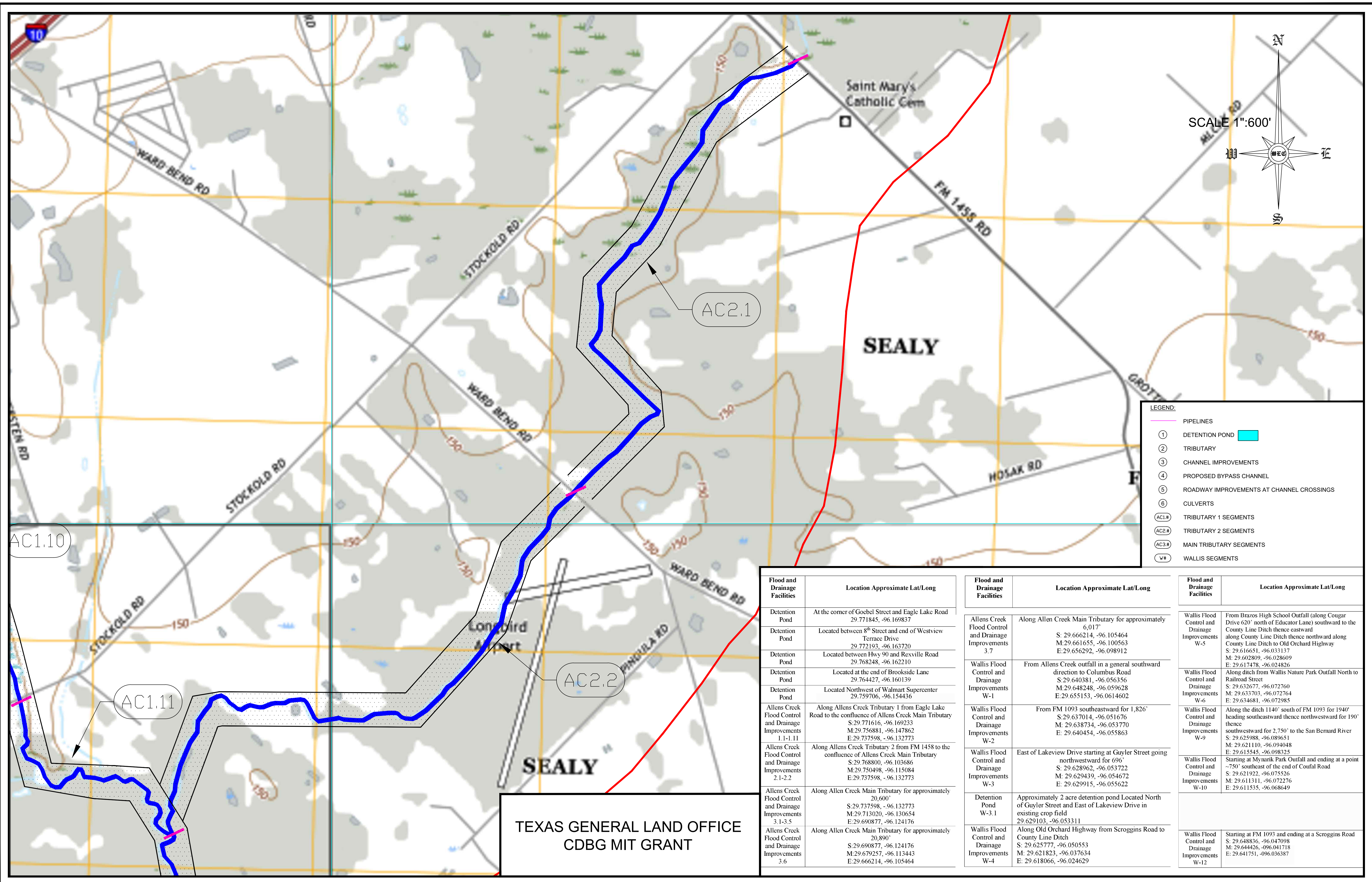
The selected firm shall generally be on an aggressive schedule to produce documents after project assignment. Time is of the essence for performance, as projects are funded through Federal and Local monies, with specific timeframes for submission of documents. The selected firm shall NOT accept any assigned projects in which, either principals and/or employees of the selected firm, as well as family of principals and/or employees, directly or indirectly, have a financial or personal interest in or to any tract, piece or parcel of land included within the limits of a particular parcel or project requiring appraisal services. Selected firm shall accept the assigned project from the County, regardless of size or value of property concerned and provide expeditious service to meet the County's requirements and timelines. Selected firm shall be able to provide both electronic and hardcopy documents, files and reports of all appraisal activity and forms. Selected firm shall provide bilingual services as may be required by the County.

Services must comply with all provisions of local, state, and federal applicable laws, ordinances and regulations.

Tasks will be assigned on an “as-needed” basis.

Parcel ID lists are located on the next page. Maps and project descriptions from the grant contract performance Statement have also been included for reference to easement and pond locations.

SECTOR 2 PARCEL IDs		SECTOR 3 PARCEL IDs	
70567	18293	10312	54227
18336	67395	10389	12365
19111	20861	10895	11419
45849	22012	11249	10393
49124	20019	11775	10854
21715	16508	11796	72021
12990	65832	11857	11424
21096	66157	11893	10630
15808	14885,	11999	63741
55854	16375	12009	10522
71769	16971	12187	20209
65082	19586	12534	10906
14710	70190	12562	10991
54932	20066	18017	21516
21480	13010	18230	21515
15222	68118	18233	17673
22703	15936	19614	11046
19378	56686	20404	55726
17077	56156	21222	12407
54097	14810	21343	10510
13404	16147	21678	26901
13483	10378	22652	26902
21061	53225	38269	26903
13192	10845	59790	11422
22098	18738	69155	26900
66065	60788	70164	66895
67388	60787	71360	11566
22298	18783	17777	12553
60900	21479	82507	12555
66334	71614	46411	55853
69618	598909	11911	82472
60898		12364	66367
		10402	11570
TOTAL: 63		10521	12405
		10654	71035
		10660	11230
		10727	71756
		10995	72020
		11344	11840
		11367	11959
		11493	12238
		TOTAL: 82	

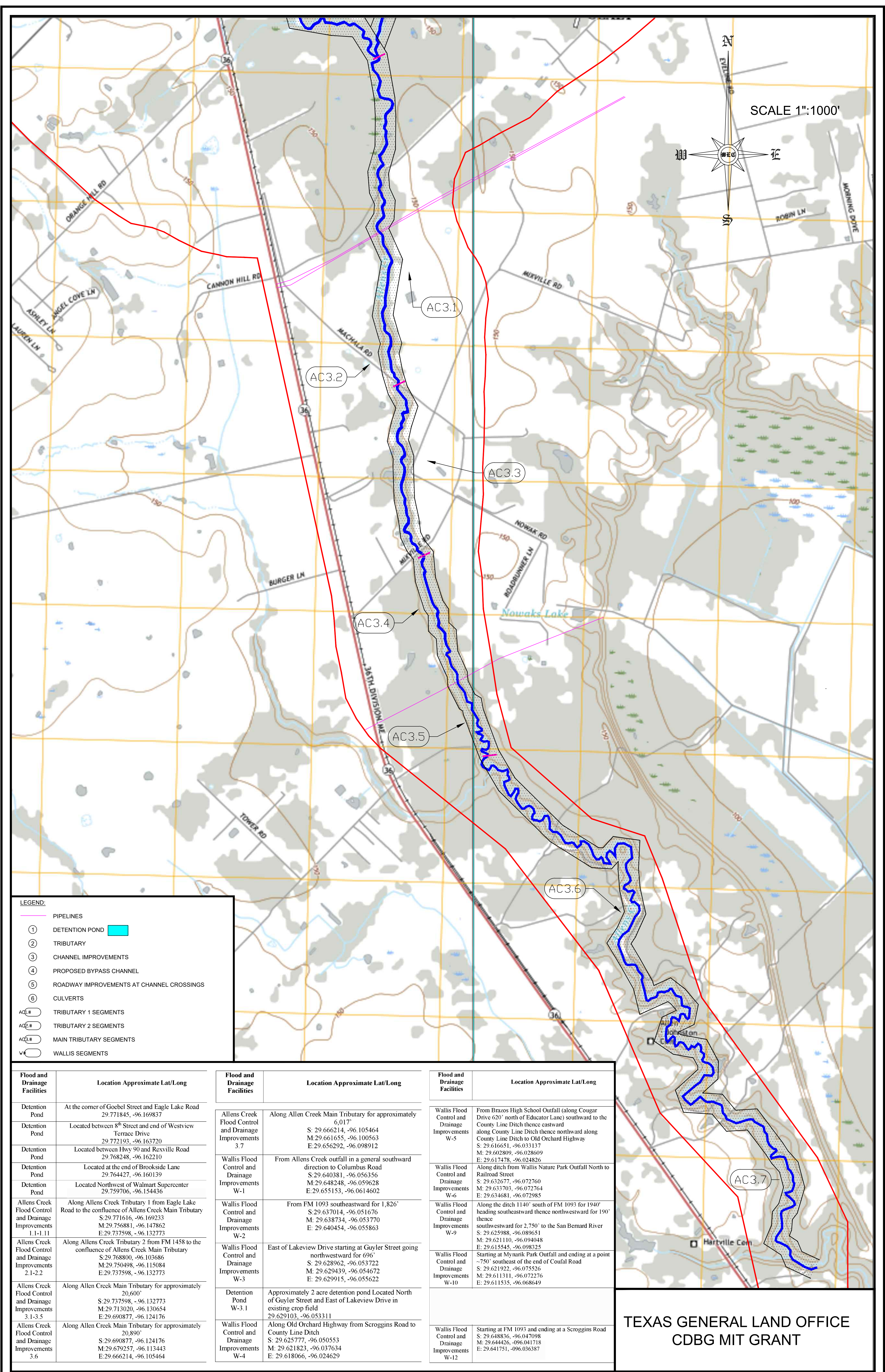


LEGEND:

- PIPLINES
- ① DETENTION POND
- ② TRIBUTARY
- ③ CHANNEL IMPROVEMENTS
- ④ PROPOSED BYPASS CHANNEL
- ⑤ ROADWAY IMPROVEMENTS AT CHANNEL CROSSINGS
- ⑥ CULVERTS
- AC1.# TRIBUTARY 1 SEGMENTS
- AC2.# TRIBUTARY 2 SEGMENTS
- AC3.# MAIN TRIBUTARY SEGMENTS
- W.# WALLIS SEGMENTS

Flood and Drainage Facilities	Location Approximate Lat/Long	Flood and Drainage Facilities	Location Approximate Lat/Long	Flood and Drainage Facilities	Location Approximate Lat/Long
Detention Pond	At the corner of Goebel Street and Eagle Lake Road 29.771845, -96.169837	Allens Creek Flood Control and Drainage Improvements 3.7	Along Allen Creek Main Tributary for approximately 6,017' S: 29.666214, -96.105464 M: 29.661655, -96.100563 E: 29.656292, -96.098912	Wallis Flood Control and Drainage Improvements W-5	From Brazos High School Outfall (along Cougar Drive 620' north of Educator Lane) southward to the County Line Ditch thence eastward along County Line Ditch thence northward along County Line Ditch to Old Orchard Highway S: 29.616651, -96.031317 M: 29.602809, -96.028609 E: 29.617478, -96.024826
Detention Pond	Located between 8 th Street and end of Westview Terrace Drive 29.772193, -96.163720	Wallis Flood Control and Drainage Improvements W-1	From Allens Creek outfall in a general southward direction to Columbus Road S: 29.640381, -96.056356 M: 29.648248, -96.059628 E: 29.655153, -96.0614602	Wallis Flood Control and Drainage Improvements W-6	Along ditch from Wallis Nature Park Outfall North to Railroad Street S: 29.632677, -96.072760 M: 29.633703, -96.072764 E: 29.634681, -96.072985
Detention Pond	Located between Hwy 90 and Rexville Road 29.768248, -96.162210	Wallis Flood Control and Drainage Improvements W-2	From FM 1093 southeastward for 1,826' S: 29.637014, -96.051676 M: 29.638734, -96.053770 E: 29.640454, -96.055863	Wallis Flood Control and Drainage Improvements W-9	Along the ditch 1140' south of FM 1093 for 1940' heading southeastward thence northwestward for 190' thence southwestward for 2,750' to the San Bernard River S: 29.625988, -96.089651 M: 29.621110, -96.094048 E: 29.615545, -96.098325
Detention Pond	Located at the end of Brookside Lane 29.764427, -96.160139	Wallis Flood Control and Drainage Improvements W-3	East of Lakeview Drive starting at Guyler Street going northwestward for 696' S: 29.628962, -96.053722 M: 29.629439, -96.054672 E: 29.629915, -96.055622	Wallis Flood Control and Drainage Improvements W-10	Starting at Myrmark Park Outfall and ending at a point ~750' southeast of the end of Coufal Road S: 29.621922, -96.075526 M: 29.611311, -96.072276 E: 29.611535, -96.068649
Detention Pond	Located Northwest of Walmart Supercenter 29.759706, -96.154436	Detention Pond W-3.1	Approximately 2 acre detention pond Located North of Guyler Street and East of Lakeview Drive in existing crop field 29.629103, -96.053311	Wallis Flood Control and Drainage Improvements W-12	Starting at FM 1093 and ending at a Scroggins Road S: 29.648836, -96.047098 M: 29.644426, -96.041718 E: 29.641751, -96.036387
Allens Creek Flood Control and Drainage Improvements 1.1-1.11	Along Allens Creek Tributary 1 from Eagle Lake Road to the confluence of Allens Creek Main Tributary S: 29.771616, -96.169253 M: 29.756881, -96.147862 E: 29.737598, -96.132773	Allens Creek Flood Control and Drainage Improvements 3.1-3.5	Along Allens Creek Main Tributary for approximately 20,600' S: 29.737598, -96.132773 M: 29.713020, -96.130654 E: 29.690877, -96.124176		
Allens Creek Flood Control and Drainage Improvements 2.1-2.2	Along Allens Creek Tributary 2 from FM 1458 to the confluence of Allens Creek Main Tributary S: 29.768800, -96.103686 M: 29.750498, -96.115084 E: 29.737598, -96.132773	Allens Creek Flood Control and Drainage Improvements 3.6	Along Allens Creek Main Tributary for approximately 20,890' S: 29.690877, -96.124176 M: 29.679257, -96.113443 E: 29.666214, -96.105464		

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LEGEND:

- PIPELINES
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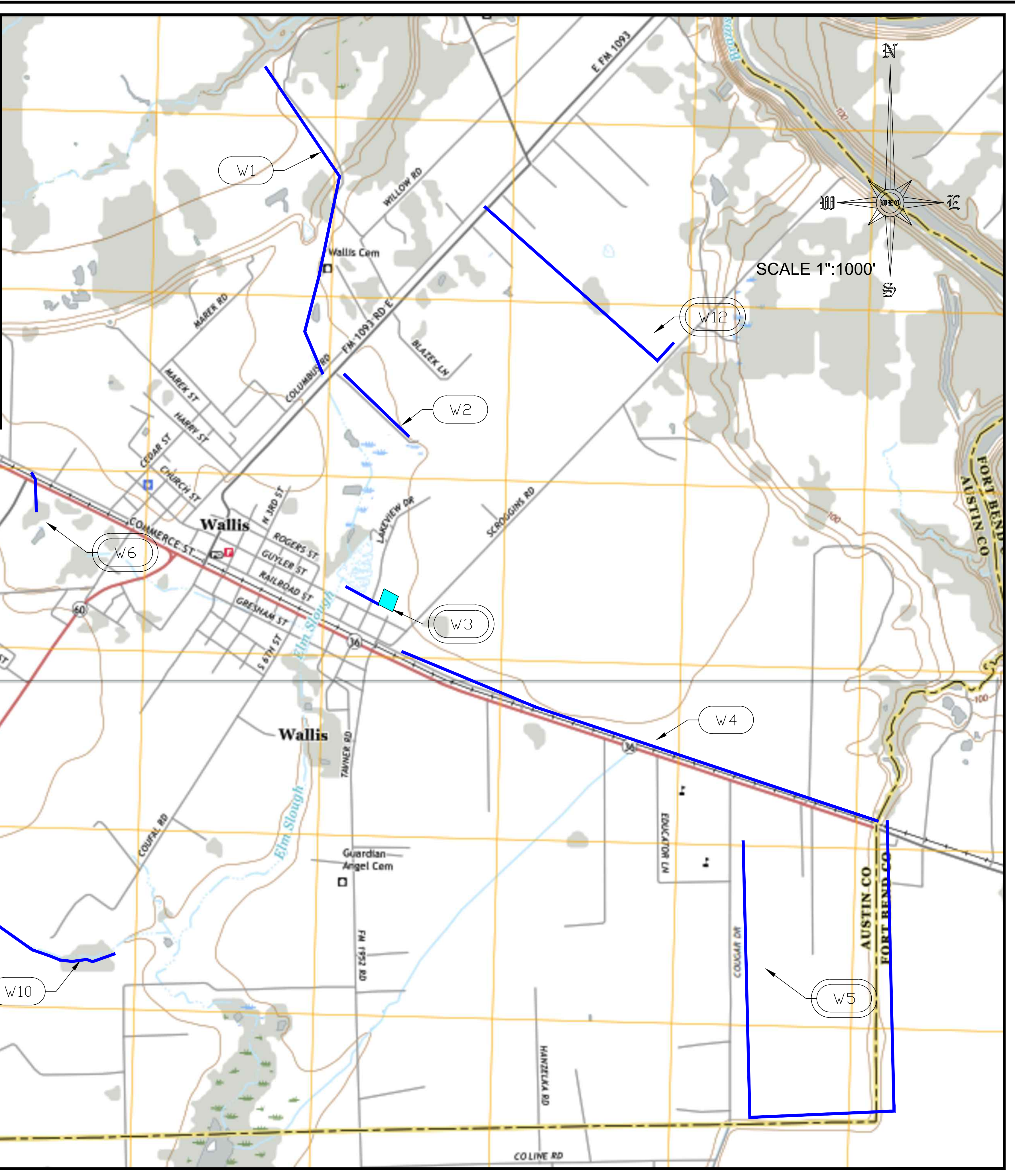
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Allens Creek Flood Control and Drainage Improvements 3.1-3.5	Along Allens Creek Main Tributary for approximately 20,600' S:29.737598, -96.132773 M:29.713020, -96.130654 E:29.690877, -96.124176
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Detention Pond W-3.1	Approximately 2 acre detention pond Located North of Guyler Street and East of Lakeview Drive in existing crop field 29.629103, -96.053311
Wallis Flood Control and Drainage Improvements W-4	Along Old Orchard Highway from Scroggins Road to County Line Ditch S:29.625777, -96.050553 M:29.621823, -96.037634 E:29.618066, -96.024629

Flood and Drainage Facilities	Location Approximate Lat/Long
Wallis Flood Control and Drainage Improvements W-5	From Brazos High School Outfall (along Cougar Drive 620' north of Educator Lane) southward to the County Line Ditch thence eastward along County Line Ditch thence northward along County Line Ditch to Old Orchard Highway S:29.616651, -96.031317 M:29.602809, -96.028609 E:29.617478, -96.024826
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Flood and Drainage Facilities	Location Approximate Lat/Long	Flood and Drainage Facilities	Location Approximate Lat/Long	Flood and Drainage Facilities	Location Approximate Lat/Long
Detention Pond	At the corner of Goebel Street and Eagle Lake Road 29.771845, -96.169837	Allens Creek Flood Control and Drainage Improvements 3.7	Along Allens Creek Main Tributary for approximately 6,017' S: 29.666214, -96.105464 M: 29.661655, -96.100563 E: 29.656292, -96.098912	Wallis Flood Control and Drainage Improvements W-5	From Brazos High School Outfall (along Cougar Drive 620' north of Educator Lane) southward to the County Line Ditch thence eastward along County Line Ditch thence northward along County Line Ditch to Old Orchard Highway S: 29.616651, -96.033137 M: 29.602809, -96.028609 E: 29.617478, -96.024826
Detention Pond	Located between 8 th Street and end of Westview Terrace Drive 29.772193, -96.163720	Wallis Flood Control and Drainage Improvements W-1	From Allens Creek outfall in a general southward direction to Columbus Road S: 29.640381, -96.056356 M: 29.648248, -96.059628 E: 29.655153, -96.0614602	Wallis Flood Control and Drainage Improvements W-6	Along ditch from Wallis Nature Park Outfall North to Railroad Street S: 29.632677, -96.072760 M: 29.633703, -96.072764 E: 29.634681, -96.072985
Detention Pond	Located between Hwy 90 and Rexville Road 29.768248, -96.162210	Wallis Flood Control and Drainage Improvements W-2	From FM 1093 southeastward for 1,826' S: 29.637014, -96.051676 M: 29.638734, -96.053770 E: 29.640454, -96.055863	Wallis Flood Control and Drainage Improvements W-9	Along the ditch 1140' south of FM 1093 for 1940' heading southeastward thence northwestward for 190' thence southwestward for 2,750' to the San Bernard River S: 29.625988, -96.089651 M: 29.621110, -96.094048 E: 29.615545, -96.098325
Detention Pond	Located at the end of Brookside Lane 29.764427, -96.160139	Wallis Flood Control and Drainage Improvements W-3	East of Lakeview Drive starting at Guyler Street going northwestward for 696' S: 29.628962, -96.053722 M: 29.629439, -96.054672 E: 29.629915, -96.055622	Wallis Flood Control and Drainage Improvements W-10	Starting at Myvank Park Outfall and ending at a point ~750' southeast of the end of Coufal Road S: 29.621922, -96.075526 M: 29.611311, -96.072276 E: 29.611535, -96.068649
Detention Pond	Located Northwest of Walmart Supercenter 29.759706, -96.154436	Detention Pond W-3.1	Approximately 2 acre detention pond Located North of Guyler Street and East of Lakeview Drive in existing crop field 29.629103, -96.053311	Wallis Flood Control and Drainage Improvements W-12	Starting at FM 1093 and ending at a Scroggins Road S: 29.648836, -96.047098 M: 29.644426, -96.041718 E: 29.641751, -96.036387
Allens Creek Flood Control and Drainage Improvements 1.1-1.11	Along Allens Creek Tributary 1 from Eagle Lake Road to the confluence of Allens Creek Main Tributary S: 29.771616, -96.169233 M: 29.756881, -96.147862 E: 29.737598, -96.132773	Wallis Flood Control and Drainage Improvements W-4	Along Old Orchard Highway from Scroggins Road to County Line Ditch S: 29.625777, -96.050553 M: 29.621823, -96.037634 E: 29.618066, -96.024629		
Allens Creek Flood Control and Drainage Improvements 2.1-2.2	Along Allens Creek Tributary 2 from FM 1458 to the confluence of Allens Creek Main Tributary S: 29.768800, -96.103686 M: 29.750498, -96.115084 E: 29.737598, -96.132773				
Allens Creek Flood Control and Drainage Improvements 3.1-3.5	Along Allens Creek Main Tributary for approximately 20,600' S: 29.737598, -96.132773 M: 29.713020, -96.130654 E: 29.690877, -96.124176				
Allens Creek Flood Control and Drainage Improvements 3.6	Along Allens Creek Main Tributary for approximately 20,890' S: 29.690877, -96.124176 M: 29.679257, -96.113443 E: 29.666214, -96.105464				



LEGEND:

- PIPELINES
- ① DETENTION POND
- ② TRIBUTARY
- ③ CHANNEL IMPROVEMENTS
- ④ PROPOSED BYPASS CHANNEL
- ⑤ ROADWAY IMPROVEMENTS AT CHANNEL CROSSINGS
- ⑥ CULVERTS
- AC1.# TRIBUTARY 1 SEGMENTS
- AC2.# TRIBUTARY 2 SEGMENTS
- AC3.# MAIN TRIBUTARY SEGMENTS
- W.# WALLIS SEGMENTS

TEXAS GENERAL LAND OFFICE
CDBG MIT GRANT

Flood and Drainage Facilities	Location Approximate Lat/Long	Proposed HUD Performance Measures
Detention Pond 1	At the corner of Goebel Street and Eagle Lake Road 29.771845, -96.169837	One (1) Public Facility
Detention Pond 2	Located between 8 th Street and end of Westview Terrace Drive 29.772193, -96.163720	One (1) Public Facility
Detention Pond 3	Located between Hwy 90 and Rexville Road 29.768248, -96.162210	One (1) Public Facility
Detention Pond 4	Located at the end of Brookside Lane 29.764427, -96.160139	One (1) Public Facility
Detention Pond 5	Located Northwest of Walmart Supercenter (appx. 7.54 acre pond) 29.759706, -96.154436	One (1) Public Facility
Allens Creek Flood Control and Drainage Improvements 1.1-1.11	Along Allens Creek Tributary 1 from Eagle Lake Road to the confluence of Allens Creek Main Tributary S:029.771616, -96.169233 M:29.756881, -96.147862 E:29.737598, -96.132773	21,014 LF
Allens Creek Flood Control and Drainage Improvements 2.1-2.2	Along Allens Creek Tributary 2 from FM 1458 to the confluence of Allens Creek Main Tributary S:29.768800, -96.103686 M:29.750498, -96.115084 E:29.737598, -96.132773	18,388LF
Allens Creek Flood Control and Drainage Improvements 3.1-3.5	Along Allens Creek Main Tributary for approximately 20,600' S:29.737598, -96.132773 M:29.713020, -96.130654 E:29.690877, -96.124176	20,586 LF
Allens Creek Flood Control and Drainage Improvements 3.6	Along Allens Creek Main Tributary for approximately 20,890' S:29.690877, -96.124176 M:29.679257, -96.113443 E:29.666214, -96.105464	20,890 LF

<p>Allens Creek Flood Control and Drainage Improvements 3.7</p>	<p>Along Allen Creek Main Tributary for approximately 6,017' S: 29.666214, -96.105464 M: 29.661655, -96.100563 E: 29.656292, -96.098912</p>	<p>6,017 LF</p>
<p>Wallis Flood Control and Drainage Improvements W-1</p>	<p>From Allens Creek outfall in a general southward direction to Columbus Road S: 29.640381, -96.056356 M: 29.648248, -96.059628 E: 29.655153, -96.0614602</p>	<p>6,272 LF</p>
<p>Wallis Flood Control and Drainage Improvements W-2</p>	<p>From FM 1093 southeastward for 1,826' S: 29.637014, -96.051676 M: 29.638734, -96.053770 E: 29.640454, -96.055863</p>	<p>1,826 LF</p>
<p>Wallis Flood Control and Drainage Improvements W-3</p>	<p>Approximately 696 LF from Elm Slough travelling along existing easement past Lakeview Drive connecting to future 2.06-acre detention pond (W-3.1). S: 29.628962, -96.053722 M: 29.629439, -96.054672 E: 29.629915, -96.055622</p>	<p>696 LF</p>
<p>Detention Pond W-3.1</p>	<p>Approximately 2.06 acre detention pond Located North of Guyler Street and East of Lakeview Drive in existing crop field 29.629103, -96.053311</p>	
<p>Wallis Flood Control and Drainage Improvements W-4</p>	<p>Along Old Orchard Highway from Scroggins Road to County Line Ditch S: 29.625777, -96.050553 M: 29.621823, -96.037634 E: 29.618066, -96.024629</p>	<p>8,703 LF</p>
<p>Wallis Flood Control and Drainage Improvements</p>	<p>From Brazos High School Outfall (along Cougar Drive 620' north of Educator Lane) southward to the County Line Ditch thence eastward</p>	<p>13,009 LF</p>

<p>W-5</p>	<p>along County Line Ditch thence northward along County Line Ditch to Old Orchard Highway</p> <p>S: 29.616651, -96.033137 M: 29.602809, -96.028609 E: 29.617478, -96.024826</p>	
<p>Wallis Flood Control and Drainage Improvements W-6</p>	<p>Along ditch from Wallis Nature Park Outfall beginning at drainage pond located 745.316 LF So of Hwy 36S cross county north ending at the railroad ditch tie in connection</p> <p>S: 29.632677, -96.072760 M: 29.633703, -96.072764 E: 29.634681, -96.072985</p>	<p>745.316 LF</p>
<p>Wallis Flood Control and Drainage Improvements W-9</p>	<p>875 LF Along the ditch 1140' south of FM 1093 for 1940' heading southeastward thence northwestward for 190' thence southwestward for 2,750' towards the San Bernard River</p> <p>S: 29.625988, -96.089651 M: 29.621110, -96.094048 E: 29.615545, -96.098325</p>	<p>4,875 LF</p>
<p>Wallis Flood Control and Drainage Improvements W-10</p>	<p>Starting at Mynarik Park Outfall and ending at a point ~750' southeast of the end of Coufal Road</p> <p>S: 29.621922, -96.075526 M: 29.611311, -96.072276 E: 29.611535, -96.068649</p>	<p>2,389 LF</p>
<p>Wallis Flood Control and Drainage Improvements W-12</p>	<p>Starting at FM 1093 and ending at a Scroggins Road</p> <p>S: 29.648836, -96.047098 M: 29.644426, -96.041718 E: 29.641751, -96.036387</p>	<p>LF 4686</p>

3. **Statement of Qualification Evaluation Factors:**

The County will determine, in its sole discretion, the Respondent or Respondents that are best qualified to perform the required services, based on the following criteria:

MAX	EVALUATION CRITERIA
15	Clear understanding of the scope of work required for the project, with a work plan that will ensure achievement of the task objectives.
25	Demonstrable recent successful firm experience in providing the services requested for similar projects.
20	Demonstrable recent successful firm experience in providing the services requested for Governmental Agencies (County, State or Federal Agency).
20	Timeframe for Firm to start Services and Estimated time needed to provide County with a completed task.
05	Experience with projects requiring compliance with Section 3 and any other relevant information that provides evidence of Respondent's ability to perform the Scope of Services required for this Project or to contribute to Respondent's Section 3 Requirements.
05	List of key staff, including their qualifications and experience.
10	References (minimum of 5 required – Space provided in Appendix B)

4. **Submittal Requirements:**

- Cover letter.
- Statement of Qualification shall not exceed 12 single sided pages. The page limitation does not include the submission of Appendix A, B or the required forms listed on Appendix B. The page limitation (12 single sided pages) does include the submission of staff qualifications and/or resumes.
- Company Information: Provide a brief company background, including date founded, company size, Office locations, current client roster, etc.
- Project Implementation / Timeline
- Project Statement: Describe the applicant's understanding of the goals and objectives, as well as the approach and philosophy regarding the project.
- Proposed Project Team Members: Include a description of the organization, an organizational chart, and the primary role and responsibility of each team member. Clearly designate the team leader for this project and the responsibilities of other contributing members.
- Individual Experience: Include information on the background (Educational and Work History) of key members and detail their specific contributions to past projects, as it relates to this project.
- Specific Project Experience: Provide examples of similar projects which were successfully executed.
- Quality Assurance: Provide quality assurance procedures and processes applied to ensure desired results.
- References: At least Five (5) client references, for similar projects completed within the past five years. Include the name, email address and telephone number of the contact person. List services provided to each client.
- Additional information may be provided to support proposer's ability to complete this type of project.

5. **Key Events Schedule:**

Statement of Qualification Release Date: **July 4, 2024**

Deadline for Submittal of Written Questions: **July 11, 2024**

Sealed Qualifications Due Date: **July 18, 2024; 2 PM**

Sealed Qualifications Opening Date: **July 22, 2024**

Anticipated Award Date: **August 5, 2024**

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Appendix B – Statement of Qualification Verification

Submittal Checklist: (To determine validity of Statement of Qualification)

- _____ Appendix A must be included in the Statement of Qualification submittal
- _____ Appendix B must be included in the Statement of Qualification submittal
- _____ Appendix C - Conflict of Interest Form (CIQ Form) must be included in the Statement of Qualification submittal.
- _____ Appendix E - HB 89 Verification Form must be included in the Statement of Qualification submittal.

All Qualifications submitted to Austin County shall include this page with the submitted Statement of Qualification.			
Project Title:	ACQUISITION SERVICES for GLO CDBG-MIT Sector 2 and Sector 3 Projects GLO Contract: 22-085-007-D235		
Submittal Deadline:	<u>July 18, 2024, at 2:00PM</u>		
Submit hard-copies to:	<u>MAIL:</u> Austin County Road & Bridge: Attn: Shannon Hanath 1 East Main Bellville, Texas 77418	<u>HAND DELIVER:</u> Austin County Road & Bridge: Attn: Shannon Hanath 1 East Main Bellville, Texas 77418	
Proposer Information:			
Proposer's (Firm) Legal Name:			
Address:			
County, State & Zip			
Federal Employers Identification Number #			
Proposer's Point of Contact:			
Phone Number:		Fax Number:	
E-Mail Address:			
Proposer Authorization			
<p>I, the undersigned, have the authority to execute this Statement of Qualification in its entirety as submitted and enter into a contract on behalf of the Proposer.</p> <p>Printed Name and Position of Authorized Representative: _____</p> <p>Signature of Authorized Representative: _____</p> <p>Signed this _____(day) of _____(month), _____(year)</p>			

Appendix B – Statement of Qualification (continued)

I. **REQUIRED STATEMENT OF QUALIFICATION INFORMATION. IN ORDER FOR A STATEMENT OF QUALIFICATION TO BE CONSIDERED COMPLETE, AND TO BE EVALUATED FOR A CONTRACT AWARD BY THE COUNTY, PROPOSER MUST SUBMIT ALL OF THE FOLLOWING INFORMATION:**

1. **Proposed Products and/or Services**

- A. **Product or Service Description:** Proposers should utilize this section to describe the technical aspects, capabilities, features and options of the product and/or service proposed in accordance with the required Scope of Services as identified in Appendix A. Promotional literature, brochures, or other technical information may be used.
- B. **Additional Hardware Descriptions:** Proposers should also include in this section a detailed description of what additional hardware and/or software, if any, would be required by the County in order to fully utilize the goods and/or services proposed.
- C. **Project Schedule/Delivery Date:** Proposer should review the project schedule provided in Appendix A and should list any issues that they foresee with this project schedule.

2. **Cost of Proposed Products and/or Services**

- A. **Cost of Statement of Qualification:** The cost of submitting Qualifications shall be borne by the proposer, and the County will not be liable for any costs incurred by a proposer responding to this solicitation.
- B. **Pricing:** Pricing will be negotiated with the selected appraisal firm. Firm and all pricing shall reflect the full Scope of Services defined herein, inclusive of all associated cost for delivery, labor, insurance, overhead, and profit.
- C. **Firm Prices:** Unless otherwise stated in the specifications, proposer's prices remain firm for 90 days from date of fee negotiations and acceptance and, upon award, remain in effect for the contract period specified in the solicitation.

3. **Term of Contract**

Any contract resulting from this RFQ shall be effective for one year from the date of a Notice to Proceed letter provided to the selected firm by Austin County.

4. **Proposer's Experience / Staff**

- A. **Project Team:** Identify all members of the Proposer's team (including both team members and management) who will be providing any services proposed and include information which details their experience.
- B. **Removal or Replacement of Staff:** If an assigned staff person must be removed or replaced for any reason, the replacement person must be approved by the County prior to joining the project.
- C. **Business Establishment:** State the number of years the Proposer's business has been established and operating. If Proposer's business has changed names or if the principals operating the business operate any similar businesses under different names, or have operated any other businesses or changed the legal status or form of the business within the last five (5) years, all names, of predecessor business names, affiliated entities, and previous business entities operated by the principals, if different than present, must be provided;
State the number of years of experience the business has and the number of employees the business has.

D. Project Related Experience: All Qualifications must include detailed information that details the Proposer's experience and expertise in providing the requested services that demonstrates the Proposer's ability to logically plan and complete the requested project.

E. Control of The Work: Proposer shall furnish all materials and perform work in reasonably close conformity with the scope of work referenced in Appendix A of this request for Statement of Qualification. Proposer must obtain written approval from Austin County before deviating from the scope of work provided in this request for Qualifications. Failure to promptly notify Austin County of any errors or concerns with the scope of work will constitute a waiver of all claims for misunderstandings or ambiguities that result from the errors, omissions, or discrepancies discovered.

5. References

Proposer shall provide Five (5) references where Proposer has performed similar to or the same types of services as described herein.

Reference #1:

Client / Company Name:	
Contact Name:	Contact Title:
Phone:	Email:
Date and Scope of Work Provided:	

Reference #2:

Client / Company Name:	
Contact Name:	Contact Title:
Phone:	Email:
Date and Scope of Work Provided:	

Reference #3:

Client / Company Name:	
Contact Name:	Contact Title:
Phone:	Email:
Date and Scope of Work Provided:	

Reference #4:

Client / Company Name:	
Contact Name:	Contact Title:
Phone:	Email:
Date and Scope of Work Provided:	

Reference #5:

Client / Company Name:	
Contact Name:	Contact Title:
Phone:	Email:
Date and Scope of Work Provided:	

6. Trade Secrets and/or Confidential Information

Trade Secrets and/or Confidential Information: This Statement of Qualification **(does) (does not)** contain trade secrets and/or confidential information. If applicable, describe such trade secrets and confidential information, and the basis for your assertion that such material qualifies for legal protection from disclosure.

7. Federal, State and/or Local Identification Information

A. Centralized Master Bidders List registration number: _____.

B. Prime contractor HUB / MWBE registration number: _____.

C. An individual Proposer acting as a sole proprietor must also enter the Proposer's Social Security Number: # _____-_____-_____.

II. CONTRACT TERMS AND CONDITIONS. EXCEPT WHERE PROPOSER MAKES SPECIFIC EXCEPTION IN THE SUBMITTED STATEMENT OF QUALIFICATION, ANY CONTRACT RESULTING FROM THIS RFQ WILL CONTAIN THE FOLLOWING TERMS AND CONDITIONS, WHICH PROPOSER HEREBY ACKNOWLEDGES, AND TO WHICH PROPOSER AGREES BY SUBMITTING A STATEMENT OF QUALIFICATION:

1. Standard Terms and Conditions

- A. Application: These standard terms and conditions shall apply to all Austin County (hereafter "County" or "Owner") solicitations and procurements, unless specifically accepted in the solicitation specifications.
- B. Legal Compliance: Proposer must comply with all Federal, State and Local laws, statutes, ordinances, regulations and standards in effect at the time of delivery of goods and services and must maintain any and all required licenses and certificates required under the same laws, statutes, ordinances, regulations and standards for services and/or goods provided in response to this solicitation.
- C. Estimated Quantities: If the solicitation calls for unit pricing on specific items, the quantities described for each item are estimates only and not guaranteed amounts. The actual amount ordered over the contract period may be more or less than the estimate. Quantities represent the County's best estimate, based on past history and anticipated purchases.
- D. Independent Contractor: Proposer agrees that Proposer and Proposer's employees and agents have no employer-employee relationship with the County. Proposer agrees that if Proposer is selected and awarded a contract, the County shall not be responsible for the Federal Insurance Contribution Act (FICA) payments, Federal or State unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will the County furnish any medical or retirement benefits or any paid vacation or sick leave.
- E. Assignments: The rights and duties awarded the successful Proposer shall not be assigned to another without the written consent of Austin County. Such consent shall not relieve the assigner of liability in the event of default by the assignee.
- F. Liens: Proposer shall indemnify and save harmless the County against any and all liens and encumbrances for all labor, goods, and services which may be provided to the County by Proposer or Proposer's vendor(s), and if the County requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the County.

- G. Gratuities/Bribes: Proposer certifies that no bribes in the form of entertainment, gifts, or otherwise, were offered or given by the successful Proposer, or its agent or representative, to any County officer, employee or elected representative, with respect to this RFQ or any contract with the County, and that if any such bribe is found to have been made this shall be grounds for voiding of the contract.
- H. Financial Participation: Proposer certifies that it has not received compensation from the County to participate in preparing the specifications or RFQ on which the Statement of Qualification is based and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.
- I. Required Licenses: Proposer certifies that he/she holds all licenses required by the State of Texas for a provider of the goods and/or services described by the Scope of Services herein.
- J. Discrepancies and Errors: In the case of a discrepancy between the unit price and the extended total for a Statement of Qualification item, the unit price will prevail. The unit prices of Qualifications that have been opened may not be changed for the purpose of correcting an error in the Statement of Qualification price.
- K. Outstanding Liabilities: Proposers shall not have outstanding, unpaid liabilities owed to the County. Liabilities may include, but are not limited to, property taxes, hotel occupancy taxes, and license or permit fees. Qualifications will be considered non-responsive and not given further consideration if submitted by a proposer with such outstanding liabilities.
- L. Offset: The County may, at its option, offset any amounts due and payable under contract award under this solicitation against any debt lawfully due to the County from a vendor, whether or not the amount due arises pursuant to the terms of the contract and whether or not the debt has been reduced to judgment by a court.
- M. Governing Law and Venue: All Qualifications submitted in response to this solicitation and any resulting contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas. Any legal or equitable actions arising from this request for Qualifications, or any resulting contract shall be brought before an appropriate court located in Austin County.
- Q. Termination for Cause: The occurrence of any one or more of the following events will justify termination of an awarded contract by the County for cause:
- i) The successful proposer fails to perform in accordance with the provisions of these specifications; or
 - ii) The successful proposer violates any of the provisions of these specifications; or
 - iii) The successful proposer disregards laws or regulations of any public body having jurisdiction; or
 - iv) The successful proposer transfers, assigns, or conveys any or all of its obligations or duties under the contract to another without written consent of the County.
 - v) If one or more of the events identified in Subparagraphs I (i) through (iv) occurs, the County may, terminate the contract by giving the successful proposer seven (7) Calendar days written notice. In such case, the successful proposer shall only be entitled to receive payment for goods and services provided before the effective date of termination. The successful proposer shall not receive any payment on account of loss of anticipated profits or revenue or other economic loss resulting from such

termination.

- vi) When the contract has been so terminated by the County, such termination shall not affect any rights or remedies of the County then existing or which may thereafter accrue.

A “Termination for Cause” clause will be added to selected proposers’ contract with Austin County.

- R. Termination for Convenience: An awarded contract may be cancelled or terminated at any time by giving vendor thirty (30) days written notice. Vendor may be entitled to payment for services actually performed; to the extent said services are satisfactory.

A “Termination for Convenience” clause will be added to selected proposers’ contract with Austin County.

- J. Mediation: When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in §154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

- K. Force Majeure: To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with Austin County.

2. **Delivery of Products and/or Services**

- A. Payment Terms: Unless otherwise specified in the Scope of Services or otherwise agreed to in writing by Austin County, payment terms for the County are Net 60 days upon receipt of invoice after receipt of goods or services.
- B. Warranty of Products and Services: All products furnished under this contract shall be warranted to be merchantable and good quality and fit for the purposes intended as described in this Statement of Qualification, to the satisfaction of the County and in accordance with the specifications, terms, and conditions of the Scope of Services, and all services performed shall be warranted to be of a good and workmanlike quality, in addition to, and not in lieu of, any other express written warranties provided.

3. **Financial Responsibility Provisions**

- A. Funding: State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Orders or other obligations that may arise beyond the end of the current fiscal year shall be subject to approval of budget funds.
- B. Taxes: The County is exempt from all federal excise taxes and all state and local sales and use taxes. If such taxes are listed on a proposer’s invoice, they will not be paid.
- C. Insurance: The Proposer, consistent with its status as an independent contractor, shall carry, and shall require any of its subcontractors to carry, at least the following insurance in such form, with such companies, and in such amounts (unless otherwise specified) as the County may require:

- i. Worker's Compensation and Employer's Liability insurance, including All States Endorsement, to the extent required by federal law and complying with the laws of the State of Texas;
- ii. Commercial General Liability insurance, including Blanket Contractual Liability, Broad Form Property Damage, Personal Injury, Completed Operations/Products Liability, Premises Liability, Medical Payments, Interest of Employees as additional insureds, and Broad Form General Liability Endorsements, for at least One Million Dollars (\$1,000,000) Combined Single Limit Bodily Injury and Property Damage on an occurrence basis;
- iii. Comprehensive Automobile Liability insurance covering all owned, non-owned or hired automobiles to be used by the Contractor, with coverage for at least One Million Dollars (\$1,000,000) Combined Single Limit Bodily Injury and Property Damage.

4. Indemnification

Proposer agrees to defend, indemnify and hold harmless Austin County, all of its officers, agents, employees, appointees and volunteers from and against all claims, actions, suits, demands, proceedings, costs, damages and liabilities, including reasonable attorneys' fees, court costs, related expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by proposer's breach of any of the terms or provisions of any contract awarded as a result of this solicitation, or by any negligent or strictly liable act or omission of the proposer, its officers, agents, employees, or subcontractors, in the performance of an awarded contract; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of the County, its officers, agents or employees, and in the event of joint and concurrent negligence or fault of the proposer and the County, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without waiving any governmental immunity available to the County under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

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IN SUBMITTING A RESPONSE TO THIS RFQ, THE RESPONDENT AGREES THAT IT WAIVES ANY CLAIMS IT HAS OR MAY HAVE AGAINST THE COUNTY, THE COUNTY'S EMPLOYEES, OFFICERS, AGENTS, REPRESENTATIVES, AND THE MEMBERS OF THE COUNTY'S GOVERNING BODY IN CONNECTION WITH OR ARISING OUT OF THIS RFQ, INCLUDING, THE ADMINISTRATION OF THE RFQ, THE BASIS FOR SELECTION, THE EVALUATIONS OF THE RESPONSES, THE METHOD USED FOR SELECTION, AND ANY DISCLOSURE OF INFORMATION REGARDING THE RESPONSES OR EVALUATIONS. THE SUBMISSION OF A STATEMENT OF QUALIFICATION CONSTITUTES THE ACCEPTANCE BY THE RESPONDENT OF THE EVALUATION TECHNIQUE DESCRIBED IN THIS RFQ.

I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND ALL REQUIREMENTS SETFORTH IN THIS REQUEST FOR QUALIFICATIONS:

Authorized Signatory for Contractor:

Name of Company:

Date:

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

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

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.)

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

Name of Officer

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

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.

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).

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

(2) the vendor:

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

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

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

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

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

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

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted [House Bill 1295](#), which added [section 2252.908](#) of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

The law applies (with a few exceptions) only to a contract between a business entity and a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

Changed or Amended Contracts:

Form 1295 is only required for a change made to an existing contract in certain circumstances: (1) if a Form 1295 was not filed for the existing contract, then a filing is only required if the changed contract either requires an action or vote by the governing body or the value of the changed contract is at least \$1 million; or (2) if a Form 1295 was filed for the existing contract, then another filing is only required for the changed contract if there is a change to the information disclosed in the Form 1295, the changed contract requires an action or vote by the governing body, or the value of the changed contract increases by at least \$1 million.

As required by law, the Commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The Commission also adopted rules ([Chapter 46](#)) to implement the law. The Commission does not have any additional authority to enforce or interpret [section 2252.908](#) of the Government Code.

Filing Process:

A business entity must use the [Form 1295 filing application](#) the Commission created to enter the required information on Form 1295 and print a copy of the completed form. Once entered into the filing application, the completed form will include a unique certification number, called a “certification of filing.”

An authorized agent of the business entity must sign the printed copy of the form affirming under the penalty of perjury that the completed form is true and correct.

The completed, printed, and signed Form 1295 bearing the unique certification of filing number must be filed with the governmental body or state agency with which the business entity is entering into the contract.

Acknowledgement by State Agency or Governmental Entity:

The governmental entity or state agency must acknowledge receipt of the filed Form 1295 with the certification of filing, using the Commission’s filing application, not later than the 30th day after the date the governing body or state agency receives the Form 1295. The Commission will post the completed Form 1295 to its website within seven business days after the governmental entity or state agency acknowledges receipt of the form.

Changes to Form 1295

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an “unsworn declaration.”

What type of contracts are exempt from the Form 1295 filing requirement under the amended law?

The amended law adds to the list of types of contracts exempt from the Form 1295 filing requirement. A completed Form 1295 is not required for:

- A sponsored research contract of an institution of higher education;
- An interagency contract of a state agency or an institution of higher education;

- A contract related to health and human services if: o the value of the contract cannot be determined at the time the contract is executed; and o any qualified vendor is eligible for the contract;
- A contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity;*
- A contract with an electric utility, as that term is defined by Section 31.002, Utilities Code;* or
- A contract with a gas utility, as that term is defined by Section 121.001, Utilities Code.*

The newly exempt contract types are marked with an asterisk.

Why do I need to include my date of birth and address when I sign Form 1295? Was this always the case?

In 2017, the legislature amended the law to require Form 1295 to include an “unsworn declaration” which includes, among other things, the date of birth and address of the authorized representative signing the form. The change in the law applies to contracts entered into, renewed, or amended on or after January 1, 2018. The unsworn declaration, including the date of birth and address of the signatory, replaces the notary requirement that applied to contracts entered into before January 1, 2018.

Will my date of birth and address appear on the TEC’s website when I file the form?

No. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application. Although the TEC does not capture the date of birth and street address of the signatory, the contracting state agency or governmental agency will have a physical copy of the form that includes the date of birth and address of the signatory. The TEC cannot answer whether the contracting state agency or governmental agency may release such information. Questions regarding the Texas Public Information Act may be directed to the Office of the Attorney General. See also *Paxton v. County of Dall.*, No. 03-13-00546-CV, 2015 Tex. App. LEXIS 5228, at *10-11 (App.—Austin May 22, 2015) (mem. op.) (pet. denied) (available here).

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

OFFICE USE ONLY

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.

1 Name of business entity filing form, and the County, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

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

4 Name of Interested Party	County, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO interested party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (County) (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



RESOLUTION No. _____ Regarding Civil Rights -

The County of Austin, Texas

Whereas, the County of Austin, Texas, (hereinafter referred to as "County of Austin") has been awarded CDBG-MIT funding through a CDBG-MIT grant from the Texas General Land Office (hereinafter referred to as "GLO");

Whereas, the County of Austin, in accordance with Section 109 of the Title I of the Housing and Community Development Act. (24 CFR 6); the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107); and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and for construction contracts greater than \$10,000, must take actions to ensure that no person or group is denied benefits such as employment, training, housing, and contracts generated by the CDBG activity, on the basis of race, color, religion, sex, national origin, age, or disability;

Whereas, the County of Austin, in consideration for the receipt and acceptance of federal funding, agrees to comply with all federal rules and regulations including those rules and regulations governing citizen participation and civil rights protections;

Whereas, the County of Austin, in accordance with Section 3 of the Housing and Urban Development Act of 1968, as amended, and 24 CFR Part 135, is required, to the greatest extent feasible, to provide training and employment opportunities to lower income residents and contract opportunities to businesses in the CDBG project area;

Whereas, the County of Austin, in accordance with Section 104(1) of the Housing and Community Development Act, as amended, and State's certification requirements at 24 CFR 91.325(b)(6), must adopt an excessive force policy that prohibits the use of excessive force against non-violent civil rights demonstrations;

Whereas, the County of Austin, in accordance with Section 504 of the Rehabilitation Act of 1973, does not discriminate on the basis of disability and agrees to ensure that qualified individuals with disabilities have access to programs and activities that receive federal funds; and

Whereas, the County of Austin, in accordance with Section 808(e)(5) of the Fair Housing Act (42 USC 3608(e)(5)) that requires HUD programs and activities be administered in a manner affirmatively to further the policies of the Fair Housing Act, agrees to conduct at least one activity during the contract period of the CDBG contract, to affirmatively further fair housing;

Whereas, the County of Austin, agrees to maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF THE COUNTY OF AUSTIN, TEXAS, that the COUNTY OF AUSTIN ADOPTS/REAFFIRMS THE FOLLOWING:

1. Citizen Participation Plan and Grievance Procedures;
2. Section 3 Policy;
3. Excessive Force Policy;
4. [If Grant Recipient employs 15 or more employees], Section 504 Policy and Grievance Procedures;
5. Fair Housing Policy.

Passed and approved this 8th day of November, 2021.



Signature of Elected Official

Tim Lapham – Austin County Judge

Printed Name of Elected Official

County of Austin

Date 11/08/2021

Section 3 Policy

In accordance with 12 U.S.C. 1701u the Austin County agrees to implement the following steps, which, to *the greatest extent feasible*, will provide job training, employment and contracting opportunities for Section 3 residents and Section 3 businesses of the areas in which the program/project is being carried out.

- A. Introduce and pass a resolution adopting this plan as a policy to strive to attain goals for compliance to Section 3 regulations by increasing opportunities for employment and contracting for Section 3 residents and businesses.
- B. Assign duties related to implementation of this plan to the designated Civil Rights Officer.
- C. Notify Section 3 residents and business concerns of potential new employment and contracting opportunities as they are triggered by CDBG grant awards through the use of: Public Hearings and related advertisements; public notices; bidding advertisements and bid documents; notification to local business organizations such as the Chamber(s) of Commerce or the Urban League; local advertising media including public signage; project area committees and citizen advisory boards; local HUD offices; regional planning agencies; and all other appropriate referral sources. Include Section 3 clauses in all covered solicitations and contracts.
- D. Maintain a list of those businesses that have identified themselves as Section 3 businesses for utilization in CDBG funded procurements, notify those businesses of pending contractual opportunities, and make this list available for general Grant Recipient procurement needs.
- E. Maintain a list of those persons who have identified themselves as Section 3 residents and contact those persons when hiring/training opportunities are available through either the Grant Recipient or contractors.
- F. Require that all Prime contractors and subcontractors with contracts over \$100,000 commit to this plan as part of their contract work. Monitor the contractors' performance with respect to meeting Section 3 requirements and require that they submit reports as may be required by HUD or GLO to the Grant Recipient.
- G. Submit reports as required by HUD or GLO regarding contracting with Section 3 businesses and/or employment as they occur; and submit reports within 20 days of the federal fiscal year end (by October 20) which identify and quantify Section 3 businesses and employees.
- H. Maintain records, including copies of correspondence, memoranda, etc., which document all actions taken to comply with Section 3 regulations.

As officers and representatives of Austin County we the undersigned have read and fully agree to this plan, and become a party to the full implementation of this program.



Signature

County Judge

Title

11-08-2021

Date

APPENDIX F

REQUIRED CONTRACT PROVISIONS

2 CFR 200.327 Contract provisions. The non-Federal entity’s contracts should contain applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. The non-Federal entity’s contracts must contain the provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards, as applicable. ***Language as of November 14, 2023.**

THRESHOLD	PROVISION	CITATION
<p>>\$250,000 (Simplified Acquisition Threshold)</p>	<p>Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 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.</p>	<p>2 CFR 200 APPENDIX II (A)</p>
<p>>\$10,000</p>	<p>All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.</p>	<p>2 CFR 200 APPENDIX II (B)</p>
<p>None</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 [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:</p> <p>During the performance of this contract, the contractor agrees as follows:</p> <p>(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;</p>	<p>2 CFR 200 APPENDIX II (C) and 41 CFR §60-1.4(b)</p>

and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to

	<p>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:</p> <p>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.</p> <p>The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.</p> <p>The [recipient] agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.</p> <p>The [recipient] further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the [recipient] agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.</p>	
<p>>\$2,000</p>	<p>Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3,</p>	<p>2 CFR 200 APPENDIX II (D)</p>

	<p>“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>	
>\$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)
None	<p>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.</p>	2 CFR 200 APPENDIX II (F)
>\$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)
>\$25,000	<p>Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.</p>	2 CFR 200 APPENDIX II (H)
>\$100,000	<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>	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303
	See 2 CFR §200.323.	2 CFR 200

		APPENDIX II (J)
	See 2 CFR §200.216.	2 CFR 200 APPENDIX II (K)
	See 2 CFR §200.322.	2 CFR 200 APPENDIX II (L)
>\$10,000	A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 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.	2 CFR 200.323
>\$100,000	<p><i>§135.38 Section 3 clause</i> <i>All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):</i></p> <p>A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.</p> <p>B. The parties to this contract agree to comply with HUD’s regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.</p> <p>C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers’ representative of the contractor’s commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.</p> <p>D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.</p> <p>E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor’s obligations under 24 CFR part 135.</p>	

	<p>F. Noncompliance with HUD’s regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.</p> <p>G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).</p>	
None	<p>Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY2019 NDAA) and 2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), prohibit the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their contractors and subcontractors, may not obligate or expend any FEMA award funds to:</p> <p>Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:</p> <ul style="list-style-type: none"> (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). <ul style="list-style-type: none"> (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. <p>(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment</p>	2 CFR 200.216

	<p>and services, and to ensure that communications service to users and customers is sustained.</p> <p>(c) See Public Law 115-232, section 889 for additional information.</p> <p>(d) See also § 200.471.</p>	
None	<p>As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:</p> <p>(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.</p> <p>(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.</p>	<p>2 CFR 200.322(a)(b)(1) (2)</p>
None	<p>The Federal awarding agency must establish conflict of interest policies for Federal awards. The non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.</p>	<p>2 CFR 200.112</p>
None	<p>The Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.</p>	<p>2 CFR 200.336</p>
None	<p>Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms.</p> <p>(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.</p> <p>(b) Affirmative steps must include:</p> <p>(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;</p> <p>(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;</p> <p>(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;</p> <p>(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;</p> <p>(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and</p>	<p>2 CFR 200.321</p>

	(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.	
None	<p>Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:</p> <p>(a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.</p> <p>(b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.</p> <p>(c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.</p> <p>(d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity.</p> <p>(e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.</p> <p>(f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).</p> <p>(1) <i>If submitted for negotiation.</i> If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.</p> <p>(2) <i>If not submitted for negotiation.</i> If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.</p>	2 CFR 200.334
None	<p>CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 2270.0052, 2270.0102, or 2270.0152. In accordance with Texas Government Code, Chapter 2252, Subchapter F, Respondent hereby represents and warrants that it is not a company identified on the lists prepared and maintained under Texas Government Code §§ 2270.0052 (companies with business operations in Sudan), 2270.0102 (companies with business operations in Iran), or 2270.0152 (companies known to have contracts with or provide supplies or services to a foreign terrorist organization). Notwithstanding the foregoing, a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or to a foreign terrorist organization, is not subject to contract prohibition under this clause. A company claiming such exemption must submit the official copy of the declaration.</p>	Texas Government Code 2252.152
>\$100,000	<p>PROVISION REQUIRED IN CONTRACT. (a) This section applies only to certain solicitations and contracts. Section 2271.002 of the Texas Government Code states the following:</p>	Texas Government Code 2271.002

	<p>(a) This section applies only to a contract that:</p> <p>(1) is between a governmental entity and a company with 10 or more full-time employees; and</p> <p>(2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.</p> <p>(b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:</p> <p>(1) does not boycott Israel; and</p> <p>(2) will not boycott Israel during the term of the contract. Section 2271.001(2) of the Government Code defines "company" to be the meaning assigned by Section 808.001 of the Texas Government Code, except that the term does not include a sole proprietorship.</p>	
Option Contract Language for contracts awarded prior to Grant Award	The contract award is contingent upon the receipt of federal funds. If no such funds are awarded, the contract shall terminate.	Optional
	Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.	42 U.S.C. 6201
	The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.	Section 504 of the Rehabilitation Act of 1973, as amended.