

DESIGN-BUILD FIRM SELECTION PHASE ONE

**REQUEST FOR QUALIFICATIONS
for
DESIGN-BUILD SERVICES FOR
CAPITAL IMPROVEMENT FACILITY PROJECTS
in
LLANO COUNTY, TEXAS**

RFQ No. 2023-071-01

February 6, 2023

**DEADLINE FOR SUBMITTAL
11:00 a.m. on March 10, 2023**

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DESIGN-BUILD FIRM'S RESPONDENT QUESTIONNAIRE (Pages 28-33)

SECTION 1

INTRODUCTION

1.1 Direction and Management

This project is under the direction and management of Llano County, Texas (Owner or County). This project is for the design and construction services for a public facility as defined in Subchapter G of Chapter 2269 of the Texas Government Code and is subject to the provisions of Chapter 271 of the Texas Local Government Code.

1.2 Objectives

Per Chapter 2269, Llano County will use a two-phase procurement process to select a Design-Build Firm. Phase One of the procurement process shall be based on the County's evaluation of the qualifications of the Design-Build Firm based on published criteria. During Phase Two, up to five (5) of the top-rated Design-Build Firms will be qualified for submitting a proposal and for interviewing with the County for final selection. Llano County intends to select the Design-Build Firm that submits the proposal offering the best value for Llano County on the basis of the published selection criteria and on its ranking evaluations.

Llano County intends to design and construct the following four (4) Capital Improvement Facilities, collectively called "Project". However, Llano County, at its sole discretion, may choose to include all four (4) facilities, any combination of the four (4) facilities or none of the facilities in this Project, based upon available funding.

The tentative scope of work for each of the four (4) facilities is included below. The Design-Build Firm shall design all aspects of the Project, as authorized by Llano County, to include buildings, parking, driveways, sidewalks, landscaping, drainage and utilities. Llano County will construct the paving portion of the Project based on the Design-Build Firm's design documents. The Design-Build Firm shall construct the buildings, landscaping, drainage and utilities for the Project for all facilities as authorized by Llano County.

1. Tax Assessor Annex at Llano County East Annex located at 8347 Ranch Road 1431 in Buchanan Dam, Texas 78609. Scope includes a one story, approximately 700 sf building consisting of administrative spaces, lobby, ADA unisex restroom, breakroom, covered drive-up window and utilities.
2. Emergency Management Station at the Llano County Law Enforcement Center located at 2001 North SH16, Llano, Texas 78643. Scope includes a one story, approximately 800 sf building consisting of four (4) dorm rooms (1 ADA), kitchen and common living spaces, two (2) restrooms with showers (1 ADA); utilities and a separate two (2) bay, drive-through garage.
3. Emergency Management Station at the Llano Hospital located at 210 West Lampasas Street, Llano, Texas 78643. Scope includes a one story, approximately 800 sf building consisting of four (4) dorm rooms (1 ADA), kitchen and common living spaces and two (2) restrooms with showers and utilities (1 ADA).
4. Emergency Management Station located near the Northeast Corner of Rose Hill Drive and Bob Street in Kingsland, Texas 78639. Scope includes a one story, approximately 1,500

sf building consisting of six (6) dorm rooms (1 ADA), kitchen and common living spaces, three (3) restrooms with showers (1 ADA); utilities and three (3) separate bays, drive-through garage.

1.3 Definitions

As used in this Request for Qualifications (RFQ), the terms have the meanings set forth below:

"Costing Methodology" means a Design-Build Firm's policies on subcontractor markup, definition of general conditions, range of cost for general conditions, policies on retainage, policies on contingencies, discount for prompt payment, and expected staffing for administrative duties.

"Design-Build Contract" means a single stipulated fixed price contract between a Design-Build Firm and the County, with certain participation, access and management rights being jointly enforceable by the County, to complete the design and construction of the Project in Llano County, Texas.

"Design-Build Firm" means a partnership, corporation, firm, or other legal entity or team that includes an engineer, architect and builder qualified and licensed to engage in design and building construction in the State of Texas.

"Owner" means Llano County, Texas.

"Respondent" means a Design-Build Firm that has submitted the required response to this RFQ.

SECTION 2

NOTICE TO RESPONDENTS

2.1 General

Llano County, Texas (Owner) is accepting sealed statement of qualifications (SOQ) for Phase One of a two-phase selection process to enter into a contract with a Design-Build Firm to design and construct the Project, as provided in Subchapter G, Chapter 2269, Subtitle F, Title 10 of the Texas Local Government Code. This Request for Qualifications (RFQ) provides information for interested parties to prepare and submit their qualifications for consideration by Llano County.

Respondents are cautioned to submit a complete and accurate response to all the requirements of information requested under this RFQ. Failure to comply with the requirements contained in this RFQ may cause the rejection of your submittal.

2.2 Statement of Qualifications (SOQ) Submission

Submit one original and seven (7) complete copies and a flash drive with a .pdf file of the entire SOQ in a sealed envelope marked as follows:

**Statement of Qualifications for the Design-Build of
Capital Improvement Facility Projects in Llano County, Texas
RFQ # 2023-071-01**

SOQ submissions must be received in the Llano County Tax Office Building, Office of Llano County Auditor Kelly Eckhardt at 100 West Sandstone Street, Llano, Texas 78643, **on or before 11:00 a.m. (local time) on March 10, 2023**, at which time the sealed submittals will be publicly opened and Respondents' names read aloud.

2.3 Submittal Deadline

Llano County will accept SOQ submissions for the Phase One Selection at the address listed above. Submittals received after this closing time will be returned unopened.

2.4 Mandatory, In-Person Only, Pre-Submittal Meeting

A mandatory, in-person only, pre-submittal meeting for all interested parties will be held at 10:00 a.m. (local time) on February 20, 2023 at in the Llano County Courthouse, 801 Ford Street, Llano, Texas 78643.

2.5 Contact

Prior to 5:00 p.m. on February 22, 2023, Respondents may submit any and all questions regarding this Request for Qualifications (RFQ) directly to Mr. John G. Fowler, PE at john@rkspace.net. Responses to all questions received prior to this time shall be sent to all Respondents who signed in and attended the mandatory, in-person pre-submittal meeting on February 20, 2023.

Potential respondents shall restrict all contact and questions regarding this RFQ to the above individual.

Contact with any Llano County elected official and/or employee is prohibited.

2.6 Public Information Statement

The Owner considers all information, documentation and other materials requested to be submitted in response to this solicitation to be a non-confidential and/or non-proprietary nature and therefore subject to public disclosure under the Texas Public Information Act (Texas Government Code, Chapter 552.001, ct scq.) after a contract is awarded.

Respondents are hereby notified that the Owner adheres to all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of RFQ information.

2.7 Selection Criteria

No fees for services, cost information, or price related factors are requested and will not be considered in Phase One Selection evaluations.

For each separate phase of the evaluation process, a selection committee shall evaluate and rank order all responsive submittals based on the following evaluation criteria and respective weighting. Based on the rank order from Phase One Selection, the Owner may qualify up to five (5) Respondents to participate in phase two of the selection process.

Evaluation Criteria	Weighting: Phase 1 - RFQ Selection	Weighting: Phase 2 - RFP Selection
1. Overall responsiveness of the respective submittal	5%	5%
2. Evaluation of Design-Build Firm's Respondent Questionnaire Information	15%	5%
3. Qualifications and experience of Design-Build Firm and/or others proposed member firms of the Design-Build Firm's team, including any previous experience working together or with the Design-Build Firm	15%	5%
4. Qualifications and experience of Key Personnel proposed to be assigned to the Project	15%	5%
5. Demonstrated previous technical experience and competence and past performance of the Design-Build Firm with projects of similar types and sizes using the Design-Build construction delivery method	25%	5%
6. Demonstrated project experience (design and/or construction) and past performance on Emergency Management Services facilities within Texas	25%	5%
7. Design-Build Firm's project approach for compliance with the Project's schedule and budget including capacity to concurrently manage, design and construct multiple facilities at different locations within Llano County, Texas.	N.A.	25%
8. Design-Build Firm's Costing Methodology	N.A.	15%

9. Interview	N.A.	30%
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For Evaluation Criteria Nos. 2, 3, 4, 5 & 6, Respondent’s information submitted during Phase One shall be included in the evaluation for the Phase Two Selection as noted above.

2.8 Acceptance of Evaluation Methodology

Submission of qualifications indicates Respondent’s acceptance of the evaluation techniques and the recognition that subjective judgments must be made by the Owner during the evaluation process. Further, each Respondent, by submission of its response, acknowledges and understands that the County will perform investigations into the Respondent’s past performance, character, and experience and agrees that submission of a response acts to waive and release any and all of the Respondent’s claims against the County, and their respective agents, attorneys, consultants and employees, in relation to such investigations and, further, that submission of a response acts as an authorization by the Respondent for the County to request and obtain information concerning the respective Respondent and as authorization for any party to whom the County directs an inquiry, to release the information so requested.

2.9 Certification to the Owner

In response to this RFQ, the Design-Build Firm must certify in writing to the County that each architect and engineer that is a member of the Design-Build Firm’s team was selected based solely on their demonstrated competence and qualifications in the manner provided by Section 2254.004, Government Code. The Engineer and Engineering Firm shall be licensed in the State of Texas and have responsibility for compliance with the engineering design requirements and all other applicable requirements of the Texas Engineering Practice Act (Article 3271a, Vernon’s Texas Civil Statutes). The Architect and Architectural Firm shall be licensed in the State of Texas and have responsibility for compliance with the requirements of Chapter 478, Acts of the 45th Legislature, Regular Session, 1997 (Article 249a, Vernon’s Texas Civil Statutes).

2.10 Obligation of Parties

Respondent understands and acknowledges by submitting a response that the submittal presented is based on assumed requirements for the proposed Project, and that the Owner has made no written or oral representations that any such requirements will, ultimately, form a part of the Design-Build Contract arising from the Phase One Selection submittal.

Furthermore, Respondent understands and acknowledges by submitting a response, that any and all costs incurred by the Respondent as a result of the Respondent’s effort to participate in this selection process, shall be at the sole risk and obligation of the Respondent and shall not be the subject of any right of reimbursement from the County.

2.11 Tentative Project Schedule

Activity	Date
Issue Request for Qualifications (RFQ)	February 6, 2023
Mandatory, In-Person Only, Pre-Submittal Meeting	10:00 a.m., February 20, 2023
Deadline for submitting Questions on the RFQ	February 22, 2023
Responses to Questions on the RFQ to be sent to All Respondents	February 24, 2023
Statement of Qualifications Submittal Due Date to County	NLT 11:00 a.m., March 10, 2023
Announce Selected Respondents for Phase Two Consideration	March 24, 2023
Request for Proposal & Design Criteria issued to top Respondents	March 29, 2023
Mandatory Pre-Proposal Meeting	March 29, 2023
Proposals Submittal Due Date to County	April 28, 2023
Conduct Interviews	May 3-5, 2023
"Best Value" Proposal Identified, Begin Negotiations	May 15, 2023
NTP issued	June 1, 2023
50% Design Submittal	September 1, 2023
95% Design Submittal	November 1, 2023
100% Permitted, Signed and Sealed Construction Documents	December 15, 2023
Begin Construction	Not later than January 8, 2024
Construction Complete	November 1, 2024

2.12 Project Budget

Design-Build Contract Budget	\$1,700,000
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SECTION 3

SUBMITTAL INSTRUCTIONS

3.1 General Instructions

Respondent should carefully read the information contained herein. It is the responsibility of the Respondent to submit a complete response to all requirements and questions. Statement of Qualifications (SOQ) and any other information submitted by Respondents shall become the property of the County.

The Owner will not provide compensation to Respondents for any expenses incurred for SOQ preparation or for any presentations made.

Submissions which are qualified with conditional clauses, or alterations, or items not called for in the RFQ documents, or irregularities and deviations from the requirements of this RFQ of any kind are subject to disqualification by the Owner, at its option.

Each submittal should provide a straightforward, concise description of your firm's qualifications and ability to meet the requirements of the Project. Emphasis should be on completeness, clarity and accuracy of content, and responsiveness to the requirements of this RFQ.

The Owner makes no guarantee that an award will be made as a result of this RFQ, and reserves the right to accept or reject any or all submittals, waive any formalities or minor technical inconsistencies, or delete any item/requirements from this RFQ or resulting contract when deemed to be in the Owner's best interest.

3.2 Preparation and Submittal Instructions

SOQs must be typed on a maximum of twenty (20) double-sided [or forty (40) single sided], letter-size (8-1/2" x 11") pages with 1" margins all around and 11 point font. Each copy of the SOQ shall be in a binder; the cover showing clearly the project name and the return address of the Respondent. Sections should be divided with tabs for ease of reference. Covers, tabs and Section 7 – Additional Submittal Documents do not count against the twenty (20) page limit.

Include a Table of Contents that includes page number references. The Table of Contents should be in sufficient detail to facilitate easy reference of the submittal. The TOC does not count towards the twenty (20) page limit.

All pages shall be numbered sequentially in Arabic numerals (1, 2, 3, etc.).

Submit one (1) original and seven (7) complete copies and one (1) flash drive with a .pdf file of the entire SOQ to the individual identified by the date and time specified in Section 2, Notice to Respondents. Clearly mark "Original" on the front of the binder containing the original documents with original signatures.

3.3 Outline for SOQ

3.3.1 One page cover letter signed by an officer of the Respondent that includes the certification

required in Paragraph 2.9, a statement of any conflicts of interest the Respondent may or may not have, and a commitment that the key personnel identified in the SOQ will be assigned to the Project for the duration of the Project if the Respondent's submission results in an award of a Design-Build Contract to Respondent.

3.3.2 Table of Contents

3.3.3 Section One – Respondent Information. Provide completed Design-Build Firm's Respondent Questionnaire signed and notarized (see attachment at end of RFQ).

3.3.4 Section Two – Design-Build Firm. Provide qualifications and experience of the Design-Build Firm which is relevant to this Project. Identify any projects with which the Design-Build Firm has previously worked with other members of the team. Attach your Project Organization Chart to include all team members.

3.3.5 Section Three – Design Consultants. Provide name, address, phone number, general qualifications and experience of design consultant firms proposed as members of the Design-Build Firm's team. Firms shall include, as a minimum, the Project Architect, Civil Engineer, Structural Engineer, Mechanical Engineer, Electrical Engineer, Plumbing Engineer and Landscape Architect. Identify any projects with which the Design-Build Firm has worked with these firms or which these firms worked together.

3.3.6 Section Four – Key Personnel. Present the qualifications, relevant experience, project responsibilities and current home office location of key personnel to be assigned to the project. Key personnel shall include, as a minimum, Construction Project Manager, Project Architect, Civil Engineer, Structural Engineer, Mechanical Engineer, Electrical Engineer, Plumbing Engineer, Landscape Architect, Construction Superintendent, Scheduler and Quality Control Manager. Include one (1) professional reference with phone number and email address for each key personnel.

3.3.7 Section Five – Design-Build Project Experience. Demonstrate the technical experience and competence of the Respondent on up to five (5) most relevant projects of similar size using the Design-Build construction delivery method. Include project name, project description, owner, owner's contact person, address, phone number, email address, size of facility, budget and date of completion. Identify participation of any of the proposed design consultants from Section Two above on these projects.

3.3.8 Section Six –EMS Building Experience. Demonstrate your team's project experience on up to five (5) similar facilities that your team members have completed or upon which they are currently working. Include project name, project description, owner, owner's contact person, address, phone number, email address, size of facilities, project delivery method, budget and date of completion. Identify participation of any of the proposed design consultant firms from Section 3 above on these projects.

3.3.9 Section Seven – Additional Submittal Documents. Respondents must include the following documents with their submittal:

- A copy of the Design Architect or Design Engineer's **current certificate of insurance for professional liability must be submitted with the response.**
- **Statement of Conflicts of Interest** (if any) the service provider or key employees may have regarding these services, and a plan for mitigating the conflict(s). Note that Entity may in its

sole discretion determine whether or not a conflict disqualifies a firm, and/or whether or not a conflict mitigation plan is acceptable. **To be addressed in the one page cover letter.**

- **System for Award Management.** Service Providers **must have an active registration** in the System for Award Management (<https://www.sam.gov/SAM/>). Service provider and its Principals may not be debarred or suspended nor otherwise on the Excluded Parties List System (EPLS) in the System for Award Management (SAM). Include verification that the service provider as well as its principals are not listed (are not debarred) through the System for Award Management (www.SAM.gov). **Enclose a printout of the search results that includes the record date. This clearance information should be included in the service provider's SOQ. The clearance in the Service Provider's SOQ must be re-verified prior to award.** Federal awarding agencies may relax the timing of the requirement for active SAM registration at time of allocation in order to expeditiously issue funding. At the time of award, the requirements of 2 CFR § 200.206, Federal awarding agency review of risk posed by recipients, continue to apply.
- **Form Conflict of Interest Questionnaire (CIQ)** (enclosed). Texas Local Government Code chapter 176 requires that any vendor or person who enters or seeks to enter into a contract with a local government entity disclose in the Questionnaire Form CIQ the vendor or person's employment, affiliation, business relationship, family relationship or provision of gifts that might cause a conflict of interest with a local government entity. Questionnaire Form CIQ is included in the RFQ and **must be submitted with the response.**
- **Certification Regarding Lobbying- Disclosure of Lobbying Activities** (enclosed). Certification for Contracts, Grants, Loans, and Cooperative Agreements is included in the RFQ and **must be submitted with the response. Respondent shall also submit a completed and signed Standard Form – LLL, Disclosure to Report Lobbying (enclosed), if required.**
- **Form 1295** (enclosed). Effective January 1, 2018, all contracts and contract amendments, extensions, or renewals executed by the Commissioners Court will require the completion of Form 1295 "Certificate of Interested Parties" pursuant to Government Code § 2252.908. Form 1295 must be completed by the awarded vendor at time of signed contract submission. **Form 1295 is included in this RFQ for your information.** Form 1295 requires the inclusion of an "unsworn declaration" which includes, among other things, the date of birth and address of the authorized representative signing the form.
- **Required Contract Provisions (enclosed).** Applicable provisions (enclosed) will be included in all contracts executed as a result of this procurement.

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

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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

Yes No

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

Yes No

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

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

7

Signature of vendor doing business with the governmental entity

Date

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

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

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

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

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

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

(2) the vendor:

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

(2) the date the vendor becomes aware:

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

CERTIFICATION REGARDING LOBBYING

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL "Disclosure to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Head of Agency or Organization

Date

Type Name and Title

Name and address of Agency/Organization

INSTRUCTIONS FOR COMPLETION OF

STANDARD FORM - LLL, DISCLOSURE OF LOBBYING ACTIVITIES (Follows this page)

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

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

12. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Standard Form – LLL, Disclosure of Lobbying Activities
 Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

DISCLOSURE OF LOBBYING ACTIVITIES

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

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

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

(To be completed by awarded vendor)

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

REQUIRED CONTRACT PROVISIONS

The following contract provisions will be included in the successful Respondent’s contract with Llano County.

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 April 5, 2022.**

THRESHOLD	PROVISION	CITATION
<p style="text-align: center;">>\$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 style="text-align: center;">2 CFR 200 APPENDIX II (A)</p>
<p style="text-align: center;">>\$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 effected and the basis for settlement.</p>	<p style="text-align: center;">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>(2) 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</p>	<p>2 CFR 200 APPENDIX II I and 41 CFR §60-1.4(b)</p>
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	<p>national origin. Such action shall include, but not be limited to the following:</p> <p>Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.</p> <p>(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(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</p>	
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	<p>11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.</p> <p>(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:</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 construction contracts in excess of \$2,000</p>	<p>2 CFR 200 APPENDIX II (D)</p>

	<p>awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.</p>	
>\$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 I
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</p>	2 CFR 200 APPENDIX II (G)

	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).	
>\$25,000	Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)
>\$100,000	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352 . Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303
	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	An NFE (non-Federal Entity) that is a state agency or an agency of a political subdivision of a state, and the NFE’s contractors must comply with Section 6002 of the Solid Waste Disposal Act. ⁵⁶ Applicable NFEs must include a contract provision requiring compliance with this requirement. ⁵⁷ This includes contracts awarded by a state agency or political subdivision of a state and its contractors for certain items, as designated by the EPA, with a purchase price greater than \$10,000. ⁵⁸ Indian Tribal Governments and nonprofit organizations are not required to comply with this provision. Additional requirements are listed below.	2 CFR 200.323
>\$100,000	<i>§135.38 Section 3 clause</i> All section 3 covered contracts shall include the following clause (referred to as the section 3 clause): A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing. B. The parties to this contract agree to comply with HUD’s regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of	

	<p>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	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	2 CFR 200.216

	<p>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>a. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;</p> <p>b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or</p> <p>c. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.</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>(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.</p>	2 CFR 200.321
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>	2 CFR 200.334

	<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>	
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 806.051, 807.051, or 2252.153. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such a term in Section 2252.151(2) of the Texas Government Code.</p>	Texas Government Code 2252.152
>\$100,000	<p>PROVISION REQUIRED IN CONTRACT. (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.</p>	Texas Government Code 2271
Option Contract Language for contracts awarded prior to Grant Award	<p>The contract award is contingent upon the receipt of EDA funds. If no such funds are awarded, the contract shall terminate.</p>	Optional
	<p>Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.</p>	42 U.S.C. 6201
	<p>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.</p>	Section 504 of the Rehabilitation Act of 1973, as amended.

DESIGN-BUILD FIRM'S RESPONDENT QUESTIONNAIRE

Respondents are required to submit a complete response to each requested item that follows. Responses requiring additional space should be incorporated into the submittal as an attachment with reference by item number as listed below. This information is to be limited to the Prime of the Design-Build Firm only.

Design-Build Firm's Name: _____

Street Address: _____

Mailing Address: _____

County, State, Zip: _____

Telephone No.: _____ Fax No.: _____

State Comptroller Vender Identification Number: _____

or

F.E.I. Number: _____

1. General

1.1 Corporation Partnership Sole Proprietorship Joint Venture

State of Organization: _____

1.2 In continuous business since: _____

Remarks (if required): _____

1.3 List Corporate Officers, Partners or Owners of Organization; Title and years of construction experience:

Name	Title	Construction Experience
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Location of the office from where this project will be staffed: ____

2. Experience

2.1 Percentage of work normally performed with Firm's own forces: _____%

(List Trades)_____

2.2 Percentage to be performed with Firm's own forces on this project: _____%

(List Trades)_____

2.3 Total number and dollar amount of contracts currently in progress:

Number_____ \$_____

2.4 Largest single contract amount currently in progress: \$_____

Project Name:_____

Projected Completion Date:_____

2.5 Volume of work complete over last 5 years: (Through 12/31)

2021 \$_____

2020 \$_____

2019 \$_____

2018 \$_____

2017 \$_____

2.6 List any pending claims and/or litigation you have asserted or filed against project owners at the time of this submittal. (Provide project name, Owner and summary explanation.)

2.7 Has your organization ever defaulted or failed to complete any work awarded?

- Yes No

If yes, stipulate where, when and why: _____

2.8 Has your organization ever been assessed liquidated damages for failure to complete a contract on time?

- Yes No

If yes, stipulate for which project, where, when and why: _____

2.9 What is the longest critical path delay your organization has successfully overcome? Please provide a short narrative on the cause of the delay, what was done to overcome it and what, if any, costs were associated with this delay?

3. Safety Program

3.1 List your organization's Workers Compensation Experience Modification Rating (EMR) for the last five years:

2021 _____

2020 _____

2019 _____

2018 _____

2017 _____

3.2 Complete matrix for the past five years, as obtained for OSHA No. 200 Log:

	2021	2020	2019	2018	2017
Number of injuries and illnesses	_____	_____	_____	_____	_____
Number of lost time accidents	_____	_____	_____	_____	_____

Number of recordable cases _____

Number of fatalities _____

Number of employee direct hire fixed hours worked. (Round to 1,000s) _____

3.3 Are regular project safety meetings held for Field Supervisor(s)? Yes No

If yes, frequency: Weekly Bi-Monthly Monthly As Needed

3.4 Are project safety inspections conducted? Yes No

If yes, who performs inspection?

How often?

Who is required to attend?

3.5 Does the organization have a written safety program? Yes No

If yes, provide a copy. It will become a compliance document upon award.

3.6 Does your organization have a safety orientation program for new employees? Yes No

For employees promoted to Field Supervisor? Yes No

If yes, does your Supervisor Safety Program include instructions on the following:

	Yes	No
Safety work practices	<input type="checkbox"/>	<input type="checkbox"/>
Tool Box safety meetings	<input type="checkbox"/>	<input type="checkbox"/>
First aid procedures	<input type="checkbox"/>	<input type="checkbox"/>
Accident investigation	<input type="checkbox"/>	<input type="checkbox"/>
Fire protection	<input type="checkbox"/>	<input type="checkbox"/>
New worker's orientation	<input type="checkbox"/>	<input type="checkbox"/>

4. Quality Control Program

- 4.1 Submit your design-build quality control program for this project which will become a compliance document upon award of Contract.
- 4.2 This plan should address all aspects of quality control including responsibility for supervision of design and construction work, your documentation and tracking process in relation to acceptance of design and/or construction work, as well as rejection and resolution of deficiencies and corrective action.

5. Financial

5.1 Include an audited Financial Statement for past two (2) years, including profit and loss statements and other supporting schedules in a separate sealed envelope which will be returned to Respondent in the event that he/she is not selected. If the last audited statement is over 12 months old, include the most current un-audited statement.

5.2 Surety Company: _____

Agent: _____

Name of Contact: _____ Telephone No. _____

5.3 Total Bonding capacity _____

Limit per project: _____

Current unencumbered bonding capacity: _____

5.4 Is company currently in default on any loan agreement or financing agreement with any bank, financial institute, or other entity? If yes, specify dates, details, circumstances, and prospects for resolution.

Yes No

5.5 Bank Reference

Organization: _____

Agent: _____

Name of Contact: _____ Telephone No: _____

5.6 Is the company currently for sale or involved in any transaction to expand or to be acquired by another business entity? If yes, please explain the impact to organization and management efforts.

Yes No

6. Major Construction Subcontractors

6.1 Describe your process of selecting major subcontractors that will be utilized on this project.

7. Provide a brief narrative addressing the Design-Build Firm’s approach to managing and controlling:

7.1 Project Schedule

7.2 Project Budget

7.3 Cost Accounting

7.4 Document Control System

7.5 Difficulties or unique challenges that you anticipate in the design-build process for the Project. How does this team intend to manage and resolve these issues? What assistance will you require from the Owner?

7.6 Matters of design intent and interpretation presented in the bridging documents during the Design-Builder’s process of preparing final construction documents

Design-Build Firm’s Certification of Information

I hereby certify that all statements and information contained herein and in the statement of qualifications are true and correct.

Name of Organization: _____

By: _____

Name: _____

Title: _____

Date: _____

Subscribed and sworn to before me, the undersigned authority, on this the ___ day of _____, 2022.

Notary Public, State of Texas