**APPENDIX D
Bid and Contract Documents for
Administration and Professional Services\* Contracts**

* Step by Step - Solicitation and Selection Process
* Sample Selection Review Committee Appointment
* RFP Sample**s -** Cover Letter
* Samples - Newspaper Advertisement
* Sample RFP for Administration/Professional Services
* Sample Administration/Professional Services Contract
* Sample Administration/Professional Services Rating Sheets (2)

**\*Appendix D does not apply to the professional services of Engineering/ Architecture/Land Surveying. For bid and contract documents for Engineering/**

**Architecture/Land Surveying, see Appendix E.**

**Summary of Solicitation and Selection Process for Administration Services**

**Step 1. Establish or appoint a local Selection Review Committee**

**Step 2. Determine the Scope of Services**

**Step 3. Determine the Written Selection Criteria to Evaluate Respondents**

**Step 4. Develop the Request for Proposals (RFP) Package**

**Step 5. Advertise the RFP**

**Step 6. Send RFP to at least Five (5) Individuals / Firms**

**Step 7. Evaluate and Rate Proposals**

**Step 8. Select Respondent**

**Step 9. Clear Respondent for Federal Requirements**

**Step 10. Approve the Selected Respondent and Award Contract**

**Step 11. Submit the Financial Interest Report Form 503**

***Note: A contractor that intends to respond to the Request for Proposals may provide information on TxCDBG procurement procedures, but may NOT participate in the development or drafting of specifications, requirements, statements of work, or invitations for bids or requests for proposals, including, but not limited to, the development of the scoring criteria, the final selection of firms to be contacted, or the scoring of proposals. (See 2 CFR 200.319(a))***

**For the professional services of engineering/architectural/land surveying, see Appendix E.**

**If CDBG or matching funds will be used to wholly or partially pay for administrative/professional services, then the services must be competitively procured in accordance with CDBG guidelines. Engineering firms may qualify to administer a TxCDBG contract; however, the same firm, or any principal or employee thereof, may not perform both engineering and administration on the same TxCDBG contract, regardless of the source of payment.**

**Step 1. Establish or appoint a local Selection Review Committee**

The City/County should establish a Selection Review Committee to determine the criteria to select and rate competing Respondents. The committee must include at least one local official, such as a member of the elected governing body. The committee may consist of the entire local governing body; a subset of the governing body; other officers or employees of the locality; employees or officers of third-party public utilities served through the project; or other relevant persons.

Committee members may not have any real or potential conflicts of interest with any of the individuals, firms, or agencies under review (e.g., family relationships, close friendships, business dealings), and no person who might potentially receive benefits from CDBG-assisted activities may participate in the selection, award, or administration of a contract supported by CDBG funding if he or she has a real or apparent conflict of interest.

**Step 2. Determine the Scope of Services**

Determine the scope of services needed to successfully administer the TxCDBG contract. The scope of work should itemize the tasks needed, with timeframes and achievable goals.

[Sample scopes of work can be found in the sample RFP in this Appendix.]

**Step 3. Determine the Written Selection Criteria to Evaluate Respondents**

Develop written weighted criteria that will be used to evaluate proposals and determine the contract selection award based on the proposed CDBG project. Cost must be included in **the evaluation** and selection criteria**.** For examples, see Sample 1 or Sample 2 - Administration/Professional Services Rating Sheet in this Appendix.

The local governing body, which has final authority to approve all administration**/professional** services contracts, should be closely involved in the establishment of these written selection criteria.

**Step 4. Develop the Request for Proposals (RFP) Package**

Develop a RFP package to issue to potential respondents. The RFP package must contain the following three parts. See Sample RFP in this Appendix.

* **Cover Letter**
* **Request for Proposals (RFP)**
	+ The invitation, including specifications and attachments, must clearly describe the scope of services required and identify the factors that will be used to determine the contract selection award.
	+ The RFP should include the Sample Administration Services Rating Sheet or similar rating sheet with weighted criteria.
	+ It is possible to solicit and procure for application preparation services and administration services in one step. The RFP must clearly indicate that bids are being solicited for both application preparation and administrationservices, and must clearly separate the scope and cost of the services associated with preparing an application and the scope and cost associated with administration of the grant. Costs associated with application preparation services are NOT eligible costs under the TxCDBG program.
	+ Proposed costs must be considered in the RFP process. If the cost of the proposed administration services exceeds $50,000, then profit must be identified and negotiated as a separate element of the contract price. To comply, the bidder must disclose and certify in its proposal the percentage of profit being used.
* The RFP should request that the proposal include the following:
	+ - Statement of Qualifications
		- Proposed cost of services/fee structure;
		- Related experience with federal programs;
		- Capacity to perform the specific proposed task;
		- Experience in developing and/or implementing civil rights/equal opportunity/fair housing activities; and
		- References – list of past/current clients
* **Sample Contract**

**Step 5. Advertise the RFP**

Advertise RFP in a locally distributed newspaper. This may be a paper published in the community, or a regional paper that is available locally. Retain proof of advertisement.

The proposal deadline must be no less than 10 (ten) days after the publication of the advertisement and contact date of the RFP.

The City/County may send a copy of its bid advertisement of the request for proposal to MWBE@texasagriculture.gov to satisfy the MBE/SBE/WBE requirement of promoting small, minority and female owned businesses.

See Sample of the bid advertisement in this Appendix.

**Step 6. Send RFP to at least Five (5) Individuals / Firms**

Prepare a list of potential TDA certified administration/professional services firms/individuals

* + Use TDA’s website or the Texas Comptroller of Public Accounts Historically Underutilized Business (HUB) Directory.
	+ Include MBE/SBE/WBE and/or Section 3 individuals/firms in the listing.

Send the RFP package to a **minimum of five individuals/firms** by email, fax, and/or return receipt mail.

* + Document reasons for selecting such individuals/firms for local files.
	+ Document evidence of contacting five (5) individuals/ firms.
		- If email/fax, print verifiable evidence that email/fax sent.
		- If mail, send return receipt.

The proposal submission deadline must allow at least 10 days after the RFP was sent to these individuals/firms.

**Step 7. Evaluate and Rate Proposals**

After the proposal submission deadline, review each proposal received by the deadline and evaluate the Respondent’s experience, work performance, and capacity to perform either:

* By using prior experience with Respondent(s); and/or
* By contacting all references for the Respondent.

Apply the established evaluation criteria to score each Respondent. Document ratings.

**Step 8. Select Respondent**

Determine the most responsive and responsible respondent whose proposal is most advantageous to the program, with price and other factors considered.

As necessary, the City/County may conduct negotiations with those offerors who are deemed responsive and responsible and fall within a competitive price range, based on the City/County’s evaluation of bidders’ pricing and technical proposals. After negotiations, these bidders may be given the opportunity to submit a best and final offer.

If the cost of proposed professional administration services will exceed $ 50,000, then profit must be negotiated as a separate element of the price of the contract.

**Step 9. Clear Respondent for Federal Requirements**

**SAM Clearance**

* Prior to awarding the contract, verify the Respondent is not listed (is not debarred) through the System for Award Management ([www.SAM.gov](http://www.SAM.gov)).

**Environmental Exemption Determination**

* The Environmental Exemption (Form A303) is often submitted with the TxCDBG application.
* If not sent with TxCDBG application, then submit before the administration services contract is awarded:
	+ Categorical Exclusion Not Subject to 58.5 and Exempt under 58.34 (Form A303)
	+ **Note:** This form must be completed prior to executing service contracts and must be submitted to TDA prior to executing any contract for these services – see Chapter 3, p. 3

**Step 10. Approve the Selected Respondent and Award Contract**

Prepare contract for execution by all parties. (See Sample in this Appendix)

Present selection to the City Council/Commissioner’s Court.

City Council/County Commissioner’s Court approves selection of Administration firm/individual.

* The local governing body has the final authority to award contracts but may select another Respondent if the minutes of the local governing body meeting include justification for the selection.

City council/county commissioner’s court approves and executes contract.

* The award and the execution of the contract may/may not occur at the same meeting.

**NOTE: TxCDBG funds and matching funds may not be used to pay/reimburse for services dated prior to the date of the TxCDBG grant contract with the exception of eligible pre-award costs/activities approved by TDA through the pre-agreement process. The approved pre-agreement costs do not include any services provided prior to submittal of the application. If an administration services or professional services contractor is preselected and a contract is entered into prior to grant award, the contract should include a statement which states that in the event TxCDBG funds are not awarded to [City/County], the contract shall be terminated by [City/County].**

**Step 11.** **Submit the Financial Interest Report Form 503**

Submit the *Financial Interest Report* **(Form A503)** to TDA within 30 days of executing the services contract or within 30 days of grant award, whichever occurs last. This requirement applies to all subcontractors as well.

**Note: For Monitoring purposes**:

The City/County must maintain and make available all documentation utilized during the RFP process, including but not limited to:

* Proof of advertisement(tear sheet/full-page advertisement/photo copy with publisher’s identification and date/publisher’s affidavit)
* Proof that 5 or more Firms/Individuals were contacted for proposals
* A complete RFP packet: Cover letter, request for proposal, rating sheet (if utilized) and a sample contract
* Proof that all proposals were received by the City/County, with note or stamped date/time received
* Environmental Exemption form
* Verification that the Firm and Principals of Firm are not on the SAM.gov debarred list (printout of SAM.gov page with date)
* Meeting Minutes documenting the award
* An Executed Contract

**SAMPLE Selection Review Committee Appointment**

**The following persons have been appointed to:**

* **determine the criteria to select administration service providers; and**
* **review and rate proposals from administration service providers.**

|  |  |
| --- | --- |
| **Name** | **Title/Office/Position** |
| 1. |  |
| 2. |  |
| 3. |  |
| 4. |  |

**Appointed by:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_**

**SAMPLE 1 - Request for Proposal (RFP) for Administration/Professional Services - Cover Letter**

**Post-Award**

*Date*

*Addressee*

(*to be sent to 5 or more firms*)

Re: TxCDBG Contract No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dear \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_:

Attached is a copy of the City's/County’s Request for Proposals for (*name type of work e.g. administrative services*) under its Texas Community Development Block
Grant contract with the Texas Department of Agriculture - Office of Rural Affairs (TDA) to carry out (e.g. *water system improvements*) in the City/County of \_\_\_\_\_\_\_. The submission requirements for this proposal are also included on the attached Request for Proposal (RFP) form. Firms and/or individuals should have past experience with federally funded programs. Please submit a proposal of services and statement of qualifications to:

*Insert City/County Contact Person*

*Insert City/County Mailing Address*

The deadline for submission of proposals is (*Date & Time - at least ten days from mailing/emailing*) . The City/County of \_\_\_\_\_\_\_ reserves the right to negotiate with any and all persons or firms submitting proposals, per the Texas Professional Services Procurement Act and the Uniform Grant and Contract Management Standards.

The City/County of \_\_\_\_\_\_\_ is an Affirmative Action/Equal Opportunity Employer.

Sincerely,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mayor/County Judge

##

**SAMPLE 2 - Request for Proposal (RFP) for Administration/Professional Services - Cover Letter**

**Pre-Award and Post-Award Services**

*Date*

*Addressee*

(*to be sent to 5 or more firms*)

Re: Proposed Contract Funding for the \_\_\_\_\_\_\_\_\_\_\_ (*specify year(s) and program fund(s) e.g. 2017-2018 Texas Community Development Fund)*

Dear \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_:

Attached is a copy of the City/County of \_\_\_\_\_\_\_\_’s Request for Proposals for \_\_\_\_\_\_\_\_\_\_\_(*name type of work e.g. grant writing and administrative services*). These services are being solicited to assist the City/County of \_\_\_\_\_\_\_\_ in its application and administration of a contract, if awarded, from the \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*specify year(s) and program fund(s) e.g. 2017-2018 Texas Community Development Fund)* of the Texas Community Development Block Grant Program of the Texas Department of Agriculture – Office of Rural Affairs (TDA). The City/County of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ will be applying for such funding to support the following \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*eligible activities e.g.* *water system improvements - if known*) in the City/County of \_\_\_\_\_\_\_\_\_\_\_\_.

The submission requirements for this proposal are also included on the attached Request for Qualifications (RFQ) form. Firms and/or individuals should have past experience with federally funded programs. Please submit a proposal of services and statement of qualifications to:

*Insert City/County Contact Person*

*Insert City/County Mailing Address*

The deadline for submission of proposals is \_\_\_\_\_\_\_\_\_\_\_\_\_ (*Date & Time - at least ten days from mailing/emailing*). The City/County of \_\_\_\_\_\_\_\_\_\_\_\_ reserves the right to negotiate with any and all persons or firms submitting proposals, per the Texas Professional Services Procurement Act and the Uniform Grant and Contract Management Standards.

The City/County of \_\_\_\_\_\_\_ is an Affirmative Action/Equal Opportunity Employer.

Sincerely,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mayor/County Judge

## Sample 1 **-** Newspaper Advertisement **– Post-Award**

(DATE)

GRANT (ADMINISTRATION/PROFESSIONAL SERVICES)

PUBLIC NOTICE

The City/County of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ has recently received a Texas Community Development Block Grant award from the Texas Department of Agriculture - Office of Rural Affairs (TDA) for (*e.g. water system improvements*). Accordingly, the City/County is seeking to contract with a qualified Professional Administrator or Service Provider (individual/firm) to administer the contract.

Please submit your proposal of services and a statement of qualifications for the proposed services to the address below:

*Insert City/County contact person*

*Insert City/County full address*

Proposals shall be received by the City/County no later than \_\_\_\_\_ am/pm on the \_\_\_\_\_\_\_\_\_\_ (*Date* - which must be at least ten (10) days after this publication and contact dates of the RFP). The City/County reserves the right to negotiate with any and all individuals or firms that submit proposals, as per the Texas Professional Services Procurement Act and the Uniform Grant and Contract Management Standards. Section 3 Residents and Business Concerns, Minority Business Enterprises, Small Business Enterprises and Women Business Enterprises are encouraged to submit proposals.

The City/County of \_\_\_\_\_\_\_ is an Affirmative Action/Equal Opportunity Employer.

***[NOTE TO GRANT RECIPIENT: The proposal deadline must be no less than 10 (ten) days after the publication of this advertisement and the contact dates of the RFP.]***

## Sample 2 - Newspaper Advertisement – Pre-Award and Post- Award

(DATE)

ADMINISTRATION/PROFESSIONAL SERVICES

PUBLIC NOTICE

The City/County of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ plans to apply for the upcoming \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*e.g. specify years and program fund(s) e.g. 2017-2018 Texas Community Development Fund*) from the Texas Community Development Block Grant (TxCDBG) Program of the Texas Department of Agriculture (TDA). These services are being solicited to assist the City/County in its application and administration of the TxCDBG contract, if awarded, to support the following \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*include* *eligible activities e.g.* *water system improvements - if known*) in the City/County of \_\_\_\_\_\_\_\_\_\_\_\_. Accordingly, the City/County is seeking to contract with a qualified Professional Administrator or Service Provider (individual/firm) to prepare the application and/or administer the awarded contract.

Please submit your proposal of services and a statement of qualifications for the proposed services to the address below:

*Insert City/County contact person*

*Insert City/County full address*

Proposals shall be received by the City/County no later than \_\_\_\_\_ am/pm on the (*Date*  - which must be at least ten (10) days after this publication and contact dates of the RFP). The City/County reserves the right to negotiate with any and all individuals or firms that submit proposals, as per the Texas Professional Services Procurement Act and the Uniform Grant and Contract Management Standards. Section 3 Residents and Business Concerns, Minority Business Enterprises, Small Business Enterprises and Women Business Enterprises are encouraged to submit proposals.

The City/County of \_\_\_\_\_\_\_ is an Affirmative Action/Equal Opportunity Employer.

***[NOTE TO GRANT RECIPIENT: The proposal deadline must be no less than 10 (ten) days after the publication of this advertisement and the contact dates of the RFP.]***

**Sample 3 - Newspaper Advertisement**

**COMBINED**

**PROCUREMENT OF ENGINEERING & ADMINISTRATION/PROFESSIONAL SERVICES
Pre-Award and Post-Award**

**PUBLIC NOTICE**

The City/County of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ seeks to develop an application to the Texas Department of Agriculture for the 2017/2018 Community Development Fund for eligible activities associated to the Texas Community Development Block Grant Program. Accordingly, the City/County is separately soliciting (A) proposals from Administrative Consultants for Application Preparation and Project Administration and (B) qualifications from Texas-Registered Engineers to provide engineering services associated to Application Preparation and Project Implementation. Firms and/or individuals should have past experience with federally funded programs. Please submit a proposal of services and/or a statement of qualifications to:

*Insert City/County contact person*

*Insert City/County full address*

Submittals for these services shall be the City/County no later than \_\_\_\_\_ am/pm on \_\_\_\_\_\_\_\_\_\_ (Date), which is at least ten (10) days after this publication and contact dates of RFP/Q. The same firm will not be awarded contracts to provide both services. The City/County reserves the right to negotiate with any and all individuals or firms that submit proposals, as per the Texas Professional Services Procurement Act and the Uniform Grant and Contract Management Standards. Section 3 Residents and Business Concerns, Minority Business Enterprises, Small Business Enterprises and Women Business Enterprises are encouraged to submit proposals.

The City/County of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ is an Affirmative Action/Equal Opportunity Employer

*[NOTE TO GRANT RECIPIENT: The proposal deadline must be no less than 10 (ten) days after the publication of this advertisement and the contact dates of the RFP/RFQ.]*

## **Sample RFP for Administration/Professional Services – Post Award**

The City/County of\_\_\_\_\_\_\_ is seeking to enter into a services contract with a competent administration/management firm//professional service provider to assist the City/County in the overall management of its recent Texas Community Development Block Grant (TxCDBG) award from the Texas Department of Agriculture – Office of Rural Affairs (TDA) for a (*TYPE OF PROJECT)* project. The following outlines the request for proposals.

I. Scope of Work ‑ The professional administration/management firm/consultant to be hired is to provide contract‑related management services to the City/County of \_\_\_\_\_\_\_, including but not limited to the following areas:

* Project Management
* Financial Management
* Environmental Review
* Real Property Acquisition/ URA
* Construction Management
* Fair Housing/Equal Opportunity
* Housing rehabilitation/affordable housing (if applicable)
* Audit/Contract Close-out Assistance

 Please specify actual tasks to be performed under each of these categories. A copy of the project description for (*TYPE OF PROJECT*) is attached.

II. Statement of Qualifications ‑ The City/County is seeking to contract with a competent professional administration/management firm/consultant that has had experience in grants/contracts administration. Specifically, it is seeking those consultant(s) or firm(s) with the following qualifications:

* Related experience in managing federally‑funded local public works construction projects
* Related Experience / Background with specific project type
* Certified Administrator of TxCDBG Program by TDA
* Consultant/Firm is not debarred or suspended from the Excluded Parties List System (EPLS) in the System for Award Management (SAM).

 As such, please provide within your proposal a list of referrals from past local government clients, as well as resumes of all employees who will or may be assigned to provide technical assistance to the city/county on this project if your firm is awarded this management services contract.

III. Proposed Cost of Services ‑ Please provide your cost proposal to accomplish the scope of work by category outlined above and for any additional activities required. The proposed budget must include all costs that are necessary to successfully complete this project. Please note that the City/County of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_will not use lowest/best bid as the sole basis for entering into this contract.

 *If the cost of proposed professional administration services will exceed $ 50,000, then profit (either % / actual cost) must be identified and negotiated as a separate element of the price of the contract.* *To comply, the bidder must disclose and certify in its proposal the percentage of profit being used.*

IV. Evaluation Criteria ‑ The proposal received will be evaluated and ranked according to the following criteria:

|  |  |  |  |
| --- | --- | --- | --- |
|  | Criteria |  | MaximumPoints |
|  | Experience |  | 30 |
|  | Work Performance |  | 30 |
|  | Capacity to Perform |  | 20 |
|  | Proposed Cost |  | 20 |
|  |  |  |  |
|  |  **Total** |  | 100 |

V. Deadline for Submission – Proposals must be received no later than (*Date – date should match submission deadline in letter above*) at the following address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**DISCLAIMER: This sample draft document was developed by TDA’s Office of Rural Affairs and does not include all applicable provisions. This document has important legal consequences. Please consult with your legal counsel with respect to its completion or modification to insure that it is in compliance with any appropriate local, state and federal laws applicable.**

**Sample Contract**

**ADMINISTRATION/PROFESSIONAL SERVICES**

**PART I**

**AGREEMENT**

 THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, by and between the *CITY/COUNTY* OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter called the "City"/”County”, acting herein by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereunto duly authorized, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereinafter called "the Contractor”, acting herein by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

WITNESSETH THAT:

 WHEREAS, the *City/County* of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ desires to [*implement/construct/etc*.] the following: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [*describe project*] under the general direction of the Texas Community Development Block Grant (hereinafter called “TxCDBG”) Program administered by the Texas Department of Agriculture; and Whereas the City/County desires to engage\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to render certain [professional /administration] services in connection with this TxCDBG Project, Contract Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_.

 NOW THEREFORE, the parties do mutually agree as follows:

 1. Scope of Services

 The Contractor will perform the services set out in Part II, Scope of Services.

 2. Time of Performance - The services of the Contractor shall commence on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. In any event, all of the services required and performed hereunder shall be completed no later than \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

 3. Local Program Liaison - For purposes of this Contract, the [*e.g. City Manager/County \_\_\_\_\_\_\_]* or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Contractor. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.

 4. Access to Records - The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, the Texas Department of Agriculture (TDA), and the City/County, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Contractor which are pertinent to the TxCDBG award, in order to make audits, examinations, excerpts, and transcripts, and to closeout the City/County’s TxCDBG contract with TDA.

5. Retention of Records - The Contractor shall retain all required records for three years after the City/County makes its final payment and all pending matters are closed.

 6. Compensation and Method of Payment - The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Payment to the Contractor shall be based on satisfactory completion of identified milestones in Part III - Payment Schedule of this Agreement.

 7. Indemnification – The Contractor shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the City/County and its agency members from and against any and all claims, costs, suits, and damages, including attorneys’ fees, arising out of the Contractor’s performance or nonperformance of the activities, services or subject matter called for in this agreement or in connection with the management and administration of the TxCDBG contract, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.

 8. Miscellaneous Provisions

 a. This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ County, Texas.

 b. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.

 c. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

 d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

 e. This Agreement may be amended by mutual agreement of the parties hereto and a writing to be attached to and incorporated into this Agreement.

9. Extent of Agreement

This Agreement, which includes Parts I-IV, [*and if applicable,* including the following exhibits/attachments: represents the entire and integrated agreement between the City/County and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by authorized representatives of both City/County and Contractor.

 IN WITNESSETH WHEREOF, the parties have executed this Agreement by causing the same to be signed on the day and year first above written.

BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Local City/County Official)

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Printed Name)

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Title)

BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Contractor’s Authorized Representative)

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Printed Name)

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Title)

**PART II**

**SCOPE OF SERVICES**

The Contractor shall provide the following scope of services: *(choose contracted services)*

A. Project Management

1. Develop a recordkeeping system consistent with program guidelines, including the establishment of a filing system.
2. Maintenance of filing system.
3. Provide general advice and technical assistance to the City/County personnel on implementation of project and regulatory matters.
4. Assist in the procurement of professional consulting engineering services through the request for proposal process, if applicable, and as required by the TxCDBG regulations.
5. Furnish City/County with necessary forms and procedures required for implementation of project.
6. Assist the City/County in meeting all special condition requirements that may be stipulated in the contract between the City/County and TDA.
7. Prepare and submit to TDA documentation necessary for amending the TxCDBG contract.
8. Conduct re-assessment of environmental clearance for any program amendments.
9. Prepare and submit quarterly reports (progress and minority hiring).
10. Prepare Financial Information Report or City/County.
11. Establish procedures to document expenditures associated with local administration of the project.
12. Provide guidance and assistance to City/County regarding acquisition of property:
13. Submit required reports concerning acquisition activities to TDA;
14. Establish a separate acquisition file for each parcel of real property acquired;
15. Determine necessary method(s) for acquiring real property;
16. Prepare correspondence to the property owners for the City/County’s signature to acquire the property or to secure an easement; and
17. Assist the City/County in negotiation with property owner(s).
18. Maintain TxCDBG Property Management register for any property/equipment purchased or leased.
19. Serve as liaison for the City/County during any monitoring visit by staff representatives from either TDA or the U.S. Department of Housing and Urban Development (HUD).

B. Financial Management

1. Assist the City/County in proving its ability to manage the grant funds to the state's audit division.
2. Assist the City/County in establishing and maintaining a bank account (Direct Deposit account) and/or separate local bank account, journals and ledgers.
3. Assist the City/County in submitting the required Accounting System Certification letter, Direct Deposit Authorization Form (if applicable), and/or Depository/Authorized Signatory form to TDA.
4. Prepare all fund drawdowns on behalf of the City/County in order to ensure orderly, timely payments to all contracting parties within the allotted time period.
5. Review invoices received for payment and file back-up documentation.
6. Provide general advice and technical assistance to City/County personnel on implementation of project and regulatory matters.
7. Assist the City/County in establishing procedures to handle the use of any TxCDBG program income.

C. Environmental Review

1. Prepare environmental assessment.
2. Coordinate environmental clearance procedures with other federal or state agencies and interested parties responsible for implementing applicable laws.
3. Document consideration of any public comments.
4. Prepare any required re-assessment of environmental assessment.
5. Prepare Request for Release of Funds and certifications to be sent to TDA.

D. Acquisition

1. Prepare required acquisition reports(s).
2. Obtain documentation of ownership for City/County-owned property and/or Right of Way (ROWs).
3. Maintain a separate file for each parcel of real property acquired.
4. Determine necessary method(s) for acquiring real property.
5. Prepare correspondence with property owners.
6. Assist City/County in negotiations with property owner(s).
7. Prepare required acquisition reports and submit to TDA.

E. Construction Management

1. Establish procedures to document expenditures associated with local construction of the project (if force account is applicable).
2. Assist City/County in determining whether and/or what TxCDBG contract activities will be carried out in whole or in part via force account labor.
3. Assist City/County in determining whether or not it will be necessary to hire temporary employees to specifically carry out TxCDBG contract activities.
4. Assist City/County in maintaining adequate documentation of personnel, equipment and materials expended/used and their costs.
5. Assist City/County in documenting compliance with all federal and state requirements related to equal employment opportunity.
6. Assist City/County in documenting compliance with all federal and state requirements related to minimum wage and overtime pay requirements.
7. Provide assistance to or act as local labor standards officer. Notify TDA in writing of name, address, and phone number of appointed labor standards compliance officer.
8. Request wage rates from TDA.
9. Provide sample TxCDBG contract documents to engineer.
10. Advertise for bids.
11. Make ten-day call to TDA.
12. Verify construction contractor eligibility with TDA.
13. Review construction contract.
14. Conduct pre-construction conference and prepare minutes.
15. Submit any reports of additional classification and rates to TDA.
16. Issue Notice of Start of Construction to TDA.
17. Review weekly payrolls, including compliance follow-ups. Conduct employee interviews.
18. Process change orders approved by City/County and the project engineer and submit to TDA prior to execution with the construction contractor.
19. Obtain Certificate of Construction Completion/Final Wage Compliance Report and submit to TDA.
20. Provide general advice and technical assistance to City/County personnel on implementation of project and regulatory matters.

F. Fair Housing / Equal Opportunity

1. Assist the City/County in developing, implementing and documenting new activities to affirmatively further fair housing during the contract period.
2. Maintain documentation of all project beneficiaries by ethnicity and gender.
3. Assist with the development and administration of the Citizen Participation Plan per 24 CFR Part 91, including grievance procedures.
4. Assist with Section 3 requirements per 24 CFR Part 135.
5. Prepare all Section 504 requirements per 24 CFR Part 8.
6. Provide all applicable equal opportunity provisions and certifications for inclusion in bid packet.
7. Ensure adoption of Excessive Force provision per 24 CFR Part 91.
8. Ensure the adequate publication of required notices.

G. Relocation

1. Prepare and submit local relocation guidelines to TDA for approval.
2. Assist City/County in identifying individuals to be relocated and prepare appropriate notices.
3. Interview relocatees and identify assistance needs.
4. Maintain a relocation record for each individual/family.
5. Provide education/assistance to relocatees.
6. Inventory local available housing resources and maintain a referral list.
7. Issue appropriate notices to relocatees.
8. Ensure that all payments are made in a timely manner.

H. Rehabilitation of Private Property

1. Prepare and submit local rehabilitation guidelines to TDA for approval.
2. Assist City/County in establishing escrow account and obtaining TDA approval.
3. Develop outreach and necessary application processing/verification forms.
4. Screen applicants.
5. Prepare work write-ups and cost estimates.
6. Issue Notice to Proceed to construction contractor(s).
7. Conduct interim/final inspections, process final contract documents, and maintain a record of beneficiaries.
8. Maintain client files following TDA requirements.

I. Audit / Close‑out Procedures

1. Prepare the final Project Completion Report, including the General Report, Recipient Beneficiary Report, Final Financial Interest Report, and any required documentation regarding citizen participation/equal rights/fair housing and Certificate of Completion.
2. Assist City/County in resolving any monitoring and audit findings.
3. Assist City/County in resolving any third party claims.
4. Provide auditor with TxCDBG audit guidelines.

 **PART III**

**PAYMENT SCHEDULE**

City/County shall reimburse (Contractor) for management/administrative services provided for completion of the following project milestones per the following percentages of the maximum contract amount:

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Milestone / Task** |  | **% of Contract Fee** |
|  | 1. Establishment of Recordkeeping System
 |  | 5% |
|  | 1. Completion of Environmental/Special Conditions Clearance
 |  | 15% |
|  | 1. Completion of all Acquisition Activities
 |  | 10% |
|  | 1. Completion of the Bid/Contract Award Process
 |  | 15% |
|  | 1. Labor Standards Compliance/Completion of Construction
 |  | 15% |
|  | 1. Comply with EEO / Fair Housing Requirements
 |  | 10% |
|  | 1. Program and Financial Management
 |  | 20% |
|  | 1. Filing of all Required Close-out Information
 |  | 10% |
|  |  Total |  | 100% |

**NOTE**: Percentages of payment listed here are guidelines based on management services typically provided. The payment schedule should be tied directly to the actual Scope of Work identified in Part II ‑ Administrative Scope of Services. Localities may also opt to reimburse Professional Services Contracts on an hourly basis.

**PART IV**

**TERMS AND CONDITIONS**

 1. Termination for Cause. If the Contractor fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor violates any of the covenants, conditions, agreements, or stipulations of this Agreement, the City/County shall have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, which shall be at least five days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor pursuant to this Agreement shall, at the option of the City/County, be turned over to the City / County and become the property of the City / County. In the event of termination for cause, the Contractor shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.

 Notwithstanding the above, the Contractor shall not be relieved of liability to the City/County for damages sustained by the City/County by virtue of any breach of contract by the Contractor, and the City/County may set-off the damages it incurred as a result of the Contractor’s breach of contract from any amounts it might otherwise owe the Contractor.

2. Termination for Convenience of the City/County.

City/County may at any time and for any reason terminate Contractor’s services and work at City/County's convenience upon providing written notice to the Contractor specifying the extent of termination and the effective date. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.

Upon such termination, Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by Contractor as are permitted by the prime contract and approved by City/County; (3) plus ten percent (10%) of the cost of the work referred to in subparagraph (1) above for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Contractor prior to the date of the termination of this Agreement. Contractor shall not be entitled to any claim or claim of lien against City/County for any additional compensation or damages in the event of such termination and payment.

 3. Changes. The City/County may, from time to time, request changes in the services the Contractor will perform under this Agreement. Such changes, including any increase or decrease in the amount of the Contractor's compensation, must be agreed to by all parties and finalized through a signed, written amendment to this Agreement.

 4. Resolution of Program Non-Compliance and Disallowed Costs. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or TxCDBG program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Agreement and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. *[This section may also provide for the qualifications of the mediator(s), the locale of meetings, time limits, or any other item of concern to the parties.]* If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.

 5. Personnel.

 a. The Contractor represents that he/she/it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City/County.

 b. All of the services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.

 c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City/County. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

 6. Assignability. The Contractor shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City/County thereto; Provided, however, that claims for money by the Contractor from the City/County under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City/County.

 7. Reports and Information. The Contractor, at such times and in such forms as the City/County may require, shall furnish the City/County such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

 8. Records and Audits. The Contractor shall insure that the City/County maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner that conforms to 2 CFR 200.300-.309, 24 CFR 570.490, and this Agreement. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Agreement. City/County shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Agreement or the period required by other applicable laws and regulations.

1. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Contractor under this contract are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the City/County.
2. Copyright. No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor.
3. Compliance with Local Laws. The Contractor shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Contractor shall save the City/County harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.
4. Conflicts of interest.

 a. Governing Body. No member of the governing body of the City/County and no other officer, employee, or agent of the City/County, who exercises any functions or responsibilities in connection with administration, construction, engineering, or implementation of the TxCDBG award between TDA and the City / County shall have any personal financial interest, direct or indirect, in the Contractor or this Agreement; and the Contractor shall take appropriate steps to assure compliance.

 b. Other Local Public Officials. No other public official who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the TxCDBG award between TDA and the City/County shall have any personal financial interest, direct or indirect, in the Contractor or this Agreement; and the Contractor shall take appropriate steps to assure compliance.

1. Contractor and Employees. The Contractor warrants and represents that it has no conflict of interest associated with the TxCDBG award between TDA and the City/County or this Agreement. The Contractor further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the TxCDBG award between TDA and the City/County or in any business, entity, organization or person that may benefit from the award. The Contractor further agrees that it will not employ an individual with a conflict of interest as described herein.
2. Debarment and Suspension (Executive Orders 12549 and 12689). The Contractor certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 (1986) and 12689 (1989). The term “principal” for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor. The Contractor understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, “Debarment and Suspension.”

**Federal Civil Rights Compliance.**

 14. Equal Opportunity Clause (applicable to contracts and subcontracts over $10,000).

 During the performance of this contract, the Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

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

 d. 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.

e. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, “Equal Employment Opportunity,” and of the rules, regulations, and relevant orders of the Secretary of Labor.

f. 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.

g. 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.

h. The Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

 15. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

1. Section 109 of the Housing and Community Development Act of 1974. The Contractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
2. Section 504 Rehabilitation Act of 1973, as amended. The Contractor 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.
3. Age Discrimination Act of 1975. The Contractor shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

*[If this Contract is greater than $100,000, include the following Section 3 language:]*

 19. Economic Opportunities for Section 3 Residents and Section 3 Business Concerns.

a. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

b. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

c. The Contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

d. The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

e. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.

g. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. 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 Agreement 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).

**Sample 1 – Administration/Professional Services Rating Sheet**

Grant Recipient TxCDBG Contract No.

Name of Respondent Date of Rating

Evaluator's Name

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

**Experience**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | Factors | Max.Pts. |  | Score |
| 1. | Related Experience / Background with federally funded projects  | 10 |  |  |
| 2. | Related Experience / Background with specific project type (housing rehabilitation, acquisition of property, coordination with regulatory agency, etc.) | 5 |  |  |
| 4.  | Certified Administrator of TxCDBG Program by TDA | 5 |  |  |
| 5. | References from current/past clients | 10 |  |  |
|  |  **Subtotal, Experience** | 30 |  |  |

**Work Performance**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | Factors | Max.Pts. |  | Score |
| 1. | Submits requests to client/TDA in a timely manner | 5 |  |  |
| 2. | Responds to client/TDA requests in a timely manner | 5 |  |  |
| 3. | Past client/TDA projects completed on schedule | 5 |  |  |
| 4. | Work product is consistently of high quality with low level of errors | 5 |  |  |
| 5. | Past client/TDA projects have low level of monitoring findings/concerns  | 5 |  |  |
| 6. | Manages projects within budgetary constraints | 5 |  |  |
|  |  **Subtotal, Performance** | 30 |  |  |

**Capacity to Perform**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | Factors | Max.Pts. |  | Score |
| 1. | Qualifications of Professional Administrators / Experience of Staff | 5 |  |  |
| 2. | Present and Projected Workloads | 5 |  |  |
| 3. | Quality of Proposal/Work Plan | 5 |  |  |
| 4.  | Demonstrated understanding of scope of the TxCDBG Project | 5 |  |  |
|  |  **Subtotal, Capacity to Perform** | 20 |  |  |

**Proposed Cost**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | Factors | Max.Pts. |  | Score |
|  | A = Lowest Proposal $ B = Bidder's Proposal $  |  |  |  |
|  | **A ÷ B X 20 equals Respondent's Score** | 20 |  |  |

**TOTAL SCORE**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | Factors | Max.Pts. |  | Score |
| 🞎 | Experience | 30 |  |  |
| 🞎 | Work Performance | 30 |  |  |
| 🞎 | Capacity to Perform | 20 |  |  |
| 🞎 | Proposed Cost | 20 |  |  |
|  |  **Total Score** | 100 |  |  |

**Sample 2 – Administration/Professional Services Rating Sheet**

Grant Recipient TxCDBG Contract No.

Name of Respondent Date of Rating

Evaluator's Name

**Experience** -- Rate the respondent for experience in the following areas: Comments

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | Factor  | Max.Pts. |  | Score |
|  | 1. Federal Procurement Procedures | 5 |  |  |
|  | 2. Environmental Reviews | 5 |  |  |
|  | 3. Fair Housing/EEO | 5 |  |  |
|  | 4. Financial Management | 5 |  |  |
|  | 5. Uniform Act Acquisition/Relocation | 5 |  |  |
|  | 6. Project Construction Management | 5 |  |  |
|  | 7. Labor Standards Requirements | 5 |  |  |
|  | 8. Audit/Contract Close-out | 5 |  |  |
|  |  **Subtotal, Experience** | 40 |  |  |

**Work Performance**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | Factor | Max.Pts. |  | Score |
| 1. | Submits requests to Client/TDA in a timely manner | 5 |  |  |
| 2. | Responds to Client/TDA requests in a timely manner | 5 |  |  |
| 3. | Past Client/TDA projects completed on schedule | 5 |  |  |
| 4. | Work product is consistently of high quality with low level of errors | 5 |  |  |
| 5. | Past Client/TDA projects have low level of monitoring findings/concerns and offeror responds to monitoring reports in a timely manner | 5 |  |  |
| 6. | Manages projects within budgetary constraints | 5 |  |  |
|  |  **Subtotal, Performance** | 30 |  |  |

**NOTE:** Information necessary to assess the respondent on these criteria should be gathered by contacting past/current clients.

**Capacity to Perform**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | Factor | Max.Pts. |  | Score |
| 1. | Staffing Level / Experience of Staff | 5 |  |  |
| 2. | Adequacy of Resources | 5 |  |  |
|  |  **Subtotal, Capacity to Perform** | 10 |  |  |

**Proposed Cost**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | Factor | Max.Pts. |  | Score |
|  | A = Lowest Proposal $ B = Bidder's Proposal $  |  |  |  |
|  |  A ÷ B X 20 equals Respondent's Score | 20 |  |  |

**TOTAL SCORE**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | Factor | Max.Pts. |  | Score |
| 🞎 | Experience | 40 |  |  |
| 🞎 | Work Performance | 30 |  |  |
| 🞎 | Capacity to Perform | 10 |  |  |
| 🞎 | Proposed Cost | 20 |  |  |
|  |  **Total Score** | 100 |  |  |