

APPENDIX D

SOLICITATION AND CONTRACT DOCUMENTS FOR ADMINISTRATION SERVICES*

CONTRACTS

TABLE OF CONTENTS

	Page
D.1 INTRODUCTION	3
D.1.1 SUMMARY OF SOLICITATION AND SELECTION PROCESS FOR ADMINISTRATION SERVICES.....	3
D.1.2 POLICY NOTES FOR RFP PROCUREMENTS:.....	3
D.2 STEP-BY-STEP GUIDE FOR SELECTION OF ADMINISTRATION SERVICES	4
STEP 1. ESTABLISH A LOCAL SELECTION REVIEW COMMITTEE.....	4
STEP 2. DETERMINE THE SCOPE OF SERVICES	5
STEP 3. DEVELOP WRITTEN EVALUATION CRITERIA	5
STEP 4. DEVELOP THE REQUEST FOR PROPOSALS (RFP)	5
STEP 5. ADVERTISE THE RFP	6
STEP 6. SEND THE RFP TO AT LEAST FIVE FIRMS OR INDIVIDUALS	6
STEP 7. EVALUATE / SCORE PROPOSALS	6
STEP 8. SELECT RESPONDENT	7
STEP 9. AWARD THE CONTRACT	7
D.3 MANDATORY DOCUMENTS FOR COMPLIANCE MONITORING	8
TXCDBG RFP SELECTION REVIEW COMMITTEE APPOINTMENT	9
SAMPLE 1 – TXCDBG GRANT ADMINISTRATION RATING SHEET	10
SAMPLE 2 – TXCDBG GRANT ADMINISTRATION RATING SHEET	11
TXCDBG RFP SOLICITATION RECORD	12
EVALUATION OF COMPETITIVE PROCUREMENT - NON-CONSTRUCTION SERVICES	13
SAMPLE 1 - REQUEST FOR PROPOSAL (RFP) FOR ADMINISTRATION/PROFESSIONAL SERVICES COVER LETTER FOR SINGLE GRANT AGREEMENT IMPLEMENTATION ONLY	14
SAMPLE 2 - REQUEST FOR PROPOSAL (RFP) FOR ADMINISTRATION/PROFESSIONAL SERVICES COVER LETTER FOR MULTIPLE CONTRACTS	15
SAMPLE 1 - NEWSPAPER ADVERTISEMENT	17
FOR SINGLE GRANT AGREEMENT IMPLEMENTATION ONLY	17
SAMPLE 2 - NEWSPAPER ADVERTISEMENT	18
FOR MULTIPLE CONTRACTS	18
SAMPLE 3 - NEWSPAPER ADVERTISEMENT (COMBINED)	19
FOR MULTIPLE SERVICES – PROCUREMENT OF APPLICATION PREPARATION / GRANT ADMINISTRATION, AND PROFESSIONAL ENGINEERING SERVICES	19
SAMPLE RFP FOR ADMINISTRATION/PROFESSIONAL SERVICES	20
FOR GRANT AGREEMENT IMPLEMENTATION ONLY	20
SAMPLE CONTRACT	21
ADMINISTRATION/PROFESSIONAL SERVICES	21

*Appendix D does not apply to the professional services of Engineering/ Architecture/Land Surveying. For request for qualifications and contract documents for Engineering/ Architecture/Land Surveying, see Appendix E.

D.1 Introduction

Procurement is the process through which an entity obtains goods and services from vendors. Both the federal government and the state of Texas have established a set of procurement rules that apply to TxCDBG-funded projects. The procurement procedures set forth in this chapter comply with both sets of regulations. In addition to applicable federal and state regulations, many local governments have laws and regulations regarding procurement. Grant Recipients must comply with all local laws governing procurement policies. In the event that federal, state, and local law conflict, the most stringent regulation applies.

D.1.1 Summary of Solicitation and Selection Process for Administration Services

Step	Task	Date Completed
Step 1.	Establish or appoint a local <i>Selection Review Committee</i> (Form A501)	
Step 2.	Determine the scope of services	
Step 3.	Develop <i>RFP Rating Sheet</i> (Form A502a, A502b, or local form)	
Step 4.	Prepare the Request for Proposals (RFP)	
	Cover Letter	
	Scope of Services	
	Grant Administration Services Rating Sheet	
	Outline of Requirements	
	Sample Contract	
	Conflict of Interest Questionnaire	
Step 5.	Advertise the RFP	
Step 6.	Send the RFP to at least 5 Individuals or Firms	
Step 7.	Evaluate / Score Proposals (Form from Step 3 & Form A504 or local form)	
Step 8.	Select Respondent	
Step 9.	Award Contract	
	Verify SAM.gov Clearance	
	Award Contract via Local Governing Body	
	Prepare and Execute Contract	
	Complete and Submit TDA-GO MSR Form	

D.1.2 Policy Notes for RFP Procurements:

Competitive Procurement

All administration services related to TxCDBG projects must be procured competitively, regardless of the source of funds that will pay for the service contracts.

- Administration services paid in whole or in part with TxCDBG funds must use the step-by-step procurement procedures described below.
- Administration services paid solely with local or matching funds *must* use the TxCDBG process or a competitive procurement process found in local policies.

Conflicts of Interest

- A service provider 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.¹
- 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 Grant Agreement, regardless of the source of payment.
- 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.

Eligibility

- All contractors or service providers, including Councils of Government (COGs) and subcontractors, must have their eligibility status verified (not suspended or debarred) in the System for Award Management (www.SAM.gov) *prior* to any formal action authorizing the award of a contract to the contractor (examples of formal action include but are not limited to, authorizing resolution, authorizing ordinance, Council /Commissioners Court approval of award, contract execution, etc.). See *Chapter 5 Procurement Procedures* for more information.

Reporting

Procurements must be reported to TDA via the online grant management system TDA-GO.

- A Materials and Services Report (MSR-01-A) for administration services is created automatically for each new grant.
- Detailed step-by-step instructions for completing and submitting an MSR in TDA-GO may be found in the [TxCDBG Project Implementation Manual](#), see *Chapter 5 Procurement Procedures* on the TDA website. Click here to access the [TDA-GO](#) system.

D.2 Step-by-Step Guide for Selection of Administration Services

Step 1. Establish a Local Selection Review Committee

The City/County must establish a Selection Review Committee to determine the criteria to select and rate competing Respondents.

The Committee:

- Must include three or more persons;
- Must include at least one local elected official (such as the mayor or county judge), a member of the elected governing body, or a City/County employee with authority to act on behalf of the local elected official in this capacity; and
- May include 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 must have no real or apparent conflict of interest with any Respondent under review, including:

¹ 2 CFR 200.319(a))

- The individual's spouse, including common law relationships,
- A parent, grandparent, sibling, parent, brother, sister, grandparent, grandchild, or child of the individual or their spouse; and
- A person related to the individual by kinship, adoption, or marriage who resides in the same household.

Once the Selection Committee has been established, upload the Selection Review Committee Appointment form to the Materials and Services Report (MSR-01-A) in TDA-GO identifying the committee members. [\(Click here to view Selection Review Committee Appointment\)](#)

Step 2. Determine the Scope of Services

Determine the scope of services needed to successfully administer the TxCDBG grant agreement. The scope of work should itemize the tasks needed, with timeframes and achievable goals. [\(Click here to view Sample Scope of Services\)](#)

If the City/County is participating in multiple TxCDBG application cycles or grant agreements, several steps in these processes may be completed once for all procurement being conducted concurrently. However, the scope of services must be documented separately for each potential contract:

- Each service contract must address only one stand-alone TxCDBG grant or application.
- Services for preparation of an application and services for grant administration / implementation must be clearly separated, either in separate contracts or separate phases of the same contract. Costs associated with application preparation services are NOT eligible costs under the TxCDBG program.
- Services procured more than two Program Years in advance of the application due date will not be accepted by TDA.

Example: A City/County may issue an RFP in 2026 for TxCDBG applications in 2027 and 2028, but an RFP for administration services for a 2029 application would not be acceptable.

Step 3. Develop Written Evaluation Criteria

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. 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. [\(Click here to view Sample Administration/Professional Services Rating Sheet\)](#)

Step 4. Develop the Request for Proposals (RFP)

Develop an RFP package to issue to potential Respondents. The RFP package must contain the following three parts. [\(Click here to view Sample RFP\)](#)

Cover Letter

- **Request for Proposals (RFP)**
 - Scope of services, including specifications and attachments, clearly describing the work required.
 - Grant Administration Services Rating Sheet (or similar written evaluation criteria) identifying the factors that will be used to determine the contract selection award.
 - Outline of the requirements for a proposal / response, which may include:
 - Statement of Qualifications
 - Related experience with federal programs;
 - Capacity to perform the specific proposed task;
 - Ability to meet schedules;
 - Experience in developing and/or implementing civil rights/equal opportunity/fair housing activities;
 - Proposed cost of services/fee structure; and
 - References – list of past/current clients

- **Sample Contract**

- Update the TxCDBG sample administration contract to include relevant information for the City/County and the proposed application / grant. ([Click here to view Sample Contract](#))
- Include the Conflict of Interest Questionnaire (Texas Ethics Commission)

If multiple contracts are anticipated to be awarded from the same procurement effort, a separate RFP and Sample Contract is required for each. The cover letter must clearly indicate the proposals that are being solicited. Responses must, at a minimum, include separate proposed cost schedules.

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 (tear sheet or clipping with publisher's affidavit). The proposal deadline must be no less than 10 (ten) days after the publication of the advertisement and contact date of the RFP. ([Click here to view Sample Newspaper Advertisement](#))

Step 6. Send the RFP to at least five firms or individuals

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

- Use the Texas Comptroller of Public Accounts Historically Underutilized Business (HUB) Directory / Centralized Master Bidders List (CMBL). The Texas Comptroller, responsible for administering Texas' statewide HUB Certification Program, has replaced its program under with the Veteran Heroes in Business Certification Program (VetHUB).² ([Click here to search for HUB/CMBL businesses](#))

NOTE: The Office of Management and Budget (OMB) has proposed regulations that would impact this requirement. TDA will update this Guide if/when a final rule is issued and all implementing regulations are similarly revised.

- Include Section 3 businesses, as well as minority-owned, women-owned, and veteran-owned businesses individuals/firms in the listing. TDA recommends sending the direct solicitation to a minimum of two service providers that meet the definition for SBE, MBE, WBE, VBE or Section 3 business. ([Click here to view contact information and HUB categories for firms that have expressed an interest in administering TxCDBG projects](#)).

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 was **received** by the intended party, such as a Read Receipt.
 - If USPS mail, send with Return Receipt Service required.

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

Once the solicitations have been sent and delivery receipt confirmed, upload the documentation to the Materials and Services Report (MSR-01-A) in TDA-GO. The *RFP Solicitation Record (Form A503)* may be used as a resource to track this requirement.

Step 7. Evaluate / Score Proposals

² Texas Local Government Code, Chapter 2161

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 and document ratings.

NOTE: If only one respondent is received, the selection committee must review the submission to determine whether it is appropriate for the project and document the decision on the score sheet. If the submission is not appropriate, it must be rejected, and a new RFP must be issued.

Step 8. Select Respondent

Determine the most responsive and responsible Respondent whose proposal is most advantageous to the City/County, considering price and all evaluation factors.

As necessary, the City/County may conduct negotiations with all Respondents who are deemed responsive and responsible and fall within a competitive price range, based on the City/County's evaluation of Respondents' pricing and technical proposals. After negotiations, these Respondents may be given the opportunity to submit a best and final offer. Retain records verifying the negotiation process with each Respondent, including the best and final offer from each Respondent.

Step 9. Award the Contract

Prepare the contract for execution by all parties

- **SAM.gov Eligibility:** Prior to awarding the contract, check the Respondent's status in the System for Award Management (SAM) to verify the Respondent is eligible to participate in the contract if awarded (is not suspended or debarred). (www.SAM.gov) ([Click here to view SAM verification process](#))
- Update the sample contract from the RFP packet to include the appropriate Respondent's information.
- For communities awarding and executing a contract for administration services prior to the grant award, TDA recommends the following clause:

EXAMPLE: *Payment of the fees associated with Part III – Payment Schedule of this Agreement shall be contingent upon TxCDBG funding. In the event that grant funds are not awarded to the city/county by TDA through the TxCDBG program, this agreement shall be terminated by the city/county.*

Present the selection to the City Council/Commissioner's Court for award.

- The local governing body has the final authority to award contracts.
- If the Respondent recommended by the Selection Committee is **NOT** awarded, the minutes of the local governing body meeting must include justification for the selection.

Update the MSR with all required information and documentation.

NOTE: TxCDBG funds and matching funds may be used to pay/reimburse engineering services as follows:

- Services performed after the Community Application due date and prior to the date of the TxCDBG grant agreement are known as "pre-agreement costs" and may be requested for reimbursement after the first date of the grant agreement;
- Services performed after the date of the TxCDBG grant agreement and prior to the grant agreement end date may be requested for reimbursement after the services are performed and invoiced, as described in the TxCDBG Project Implementation Manual, *Chapter 2 Financial Management*.

No federal, state, or program requirements are waived based on the date a contract is procured.

D.3 Mandatory Documents for Compliance Monitoring

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

No	Required Document	Notes
1	Selection Committee Appointment	Include Names and Titles of Committee Members
2	Proof of Advertisement	Tear Sheet/ Full-page with Date/ Newspaper Clipping with Publisher's Affidavit
3	Proof of Solicitation	Screenshot of the Email Sending the RFP Proof of Certified Mail Delivery or Email Read Receipt
4	Complete RFP packet	Cover Letter Request for Proposal Rating Sheet Sample Contract
5	Proof of Proposals Received	Copy of All Proposals Received
6	Proposal Evaluation	Rating Sheets Summary Score Sheet
7	SAM Verification	Screenshot of Exclusion Search with Verification Date
8	Minutes of Meeting	Minutes of Local Governing Body Meeting Documenting the Award
9	Executed Contract	Final Signed Contract Including Conflict of Interest Questionnaire (CIQ)

TxCDBG RFP Selection Review Committee Appointment

Grant / Application Cycle(s): _____

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.	

Appointed by:_____

Date:_____

Sample 1 – TxCDBG Grant Administration Rating Sheet

Grant Recipient _____

TxCDBG Application/Grant 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.

<u>Experience</u>	<u>Max.Pts</u>	<u>Score</u>
<u>Factors</u>		
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	
3. Certified Administrator of TxCDBG Program by TDA	5	
4. References from current/past clients	10	
Subtotal, Experience	30	
<u>Work Performance</u>		
<u>Factors</u>	<u>Max.Pts.</u>	<u>Score</u>
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	
<u>Capacity to Perform</u>		
<u>Factors</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Qualifications of Professional Administrators / Experience of Staff	5	
2. Present and Projected Workloads	5	
3. Quality of Proposal/Work Plan	5	
4. Demonstrated understanding of scope of the TxCDBG Project	5	
Subtotal, Capacity to Perform	20	
<u>Proposed Cost</u>		
<u>Factors</u>	<u>Max.Pts.</u>	<u>Score</u>
A = Lowest Proposal \$ _____		
B = Bidder's Proposal \$ _____		
A □ B X 20 equals Respondent's Score	20	
TOTAL SCORE		

Sample 2 – TxCDBG Grant Administration Rating Sheet

Grant Recipient _____

TxCDBG Application/Grant No. _____

Name of Respondent _____

Date of Rating _____

Evaluator's Name _____

Experience -- Rate the Respondent for experience in the following areas:Comments

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
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

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
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 Respondent 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**

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Staffing Level / Experience of Staff	5	_____
2. Adequacy of Resources	5	_____
Subtotal, Capacity to Perform	10	_____

Proposed Cost

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
A = Lowest Proposal \$ _____		
B = Bidder's Proposal \$ _____		
A ☐ B X 20 equals Respondent's Score	20	_____

TOTAL SCORE

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
☐ Experience	40	_____
☐ Work Performance	30	_____
☐ Capacity to Perform	10	_____
☐ Proposed Cost	20	_____

TxCDBG RFP Solicitation Record

Grant / Application Cycle(s): _____

Proposal Deadline: _____

Name of Locally Distributed Newspaper	Date of Publication
1.	

Name of Individuals / Firms Solicited	Contact Information Used (Email address, mailing address, fax number)	HUB Category*	Date Solicitation Sent	Date Delivery Receipt Received
1.				
2.				
3.				
4.				
5.				

* If applicable, identify the relevant Historically Underutilized Business category

- Minority-owned business enterprise (MBE)
- Women-owned business enterprise (WBE)
- Veteran-owned business enterprise (VBE)
- Small business enterprise (SBE)
- Section 3 business (S3)

Appointed by: _____

Date: _____

Evaluation of Competitive Procurement - Non-Construction Services

☒ Administration Services (Request for Proposals)							
☐ Engineering Services (Request for Qualifications)							
☐ Other Services _____ RFP / RFQ							
Applicant Community:							
Evaluation Team: (at least three persons required, including one local official)	Name of Evaluator					Title	
	1. _____					_____	
	2. _____					_____	
	3. _____					_____	
Description of Anticipated Project / Application Cycle:							
Date Solicitation Sent:							
Responses received:	Name of Firm					Date Response Received	
	1. _____					_____	
	2. _____					_____	
	3. _____					_____	
	4. _____					_____	
	5. _____					_____	
Evaluation of Proposals:		Enter for each criterion and proposal: • Points awarded (if scoring was used), or • Other rating, as described in RFP.					
Name of Firm	Experience	Prior Work Performance	Capacity to Perform	Proposed Cost	Other _____	Other _____	Notes
1.							
2.							
3.							
4.							
5.							
Firm Recommended:							
Firm Selected:							
* If Firm Selected differs from Firm recommended by Evaluators, provide explanation							
Conflict of Interest Evaluated by:							
☐ No conflicts of interest exist. No persons exercising any functions or responsibilities with respect to TxCDBG activities, including reviewing these proposals or performing any work required to meet the National Program Objective of the TxCDBG grant, have been found to have any financial interest for themselves or their family/business ties to the firm selected.							
Date Awarded by Governing: Body:							
Printed Name and Signature of Lead Evaluator:							

**SAMPLE 1 - Request for Proposal (RFP) for Administration/Professional Services
Cover Letter
For Single Grant Agreement Implementation Only**

Date _____

Addressee

(to be sent to 5 or more firms)

Re: TxCDBG Application/Grant [2027 Community Development Fund]

Dear _____:

Attached is a copy of the City's/County's Request for Proposals for administrative services under its Texas Community Development Block Grant application / grant agreement with the Texas Department of Agriculture (TDA).

These services are solicited to carry out *[one or more projects classified as regional first priority (water and sewer improvements; housing rehabilitation)]* 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).

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

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

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

Date

Addressee

(to be sent to 5 or more firms)

Re: Proposed TxCDBG Funding for the Program Year(s) [2027 and 2028]

Dear _____:

Attached is a copy of the City/County of _____'s Request for Proposals for _____ *grant-related services*.

The City/County intends to award a contract for services for each of the following scopes of services:

Grant Opportunity	Scope of Services	Proposed Project
2027 Community Development Fund	Application Development	Regional first priority projects (water or sewer improvements; housing rehabilitation)
2027 Community Development Fund	Grant Implementation	Regional first priority projects (water or sewer improvements; housing rehabilitation)
2028 Community Development Fund (if offered by TDA)	Application Development	Regional first priority projects (water or sewer improvements; housing rehabilitation)
2028 Community Development Fund (if offered by TDA)	Grant Implementation	Regional first priority projects (water or sewer improvements; housing rehabilitation)
2027 Downtown Revitalization Program	Application Development	Downtown sidewalk and related improvements
2027 Downtown Revitalization Program	Grant Implementation	Downtown sidewalk and related improvements
2028 Downtown Revitalization Program	Application Development	Downtown sidewalk and related improvements
2028 Downtown Revitalization Program	Grant Implementation	Downtown sidewalk and related improvements

The submission requirements for this proposal are also included on the attached Request for Proposals (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).

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

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

Sample 1 - Newspaper Advertisement
For Single Grant Agreement Implementation Only

(DATE)

GRANT ADMINISTRATION PUBLIC NOTICE

The City/County of _____ intends to participate in the Texas Community Development Block Grant program through the Texas Department of Agriculture (TDA). The [2027 Community Development Fund] project will consist of [*one or more projects classified as regional first priority (water and sewer improvements; housing rehabilitation)*]. 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). 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, Veteran 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 For Multiple Contracts

(DATE)

ADMINISTRATION/PROFESSIONAL SERVICES

PUBLIC NOTICE

The City/County of _____ intends to participate in the Texas Community Development Block Grant program through the Texas Department of Agriculture (TDA). These services are being solicited to assist the City/County in its application and administration of the TxCDBG Grant Agreement, if awarded, to support the following:

- *[2027 Community Development Fund, one or more projects classified as regional first priority (water and sewer improvements; housing rehabilitation)*
- *2028 Community Development Fund, if offered by TDA, one or more projects classified as regional first priority (water and sewer improvements; housing rehabilitation);*
- *2027 Downtown Revitalization Program, sidewalk and related improvements; and*
- *2028 Downtown Revitalization Program, sidewalk and related improvements.]*

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 grant.

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* ____). 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, Veteran 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)
For Multiple Services – Procurement of Application Preparation / Grant
Administration, and Professional Engineering Services

PUBLIC NOTICE

The City/County of _____ intends to participate in the Texas Community Development Block Grant program through the Texas Department of Agriculture (TDA). These services are being solicited to assist the City/County in its application and administration of the TxCDBG Grant Agreement, if awarded, to support the following:

- [2027 Community Development Fund, *one or more projects classified as regional first priority (water and sewer improvements; housing rehabilitation)*];
- 2028 Community Development Fund, if offered by TDA, *one or more projects classified as regional first priority (water and sewer improvements; housing rehabilitation)*];
- 2027 Downtown Revitalization Program, sidewalk and related improvements; and
- 2028 Downtown Revitalization Program, sidewalk and related improvements.]

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 shall be received by the City/County no later than _____ am/pm on _____ (Date). 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, Veteran 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 For Grant Agreement Implementation Only

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) project through the Texas Department of Agriculture (TDA). The [2027 Community Development Fund] project will consist of *one or more projects classified as regional first priority (water and sewer improvements; housing rehabilitation)*. The following outlines the request for proposals.

- I. **Scope of Work** - The professional administration/management firm/consultant to be hired is to provide grant-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/Grant Close-out Assistance

Please specify actual tasks to be performed under each of these categories. For an outline of eligible TxCDBG projects, see the TxCDBG Guide to Meeting a National Objective.

- 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(s)
 - Certified Administrator of TxCDBG Program by TDA
 - Consultant/Firm is not debarred, suspended, or otherwise excluded from receiving federal funds in the System for Award Management (SAM) www.sam.gov .

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.

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

<u>Criteria</u>	<u>Maximum Points</u>
Experience	30
Work Performance	30
Capacity to Perform	20
Proposed Cost	<u>20</u>
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 for TxCDBG grant projects 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 ensure that it is in compliance with any appropriate local, state and federal laws, as 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, Application/Grant 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 grant agreement 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 grant agreement, 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 grant agreement.
8. Conduct re-assessment of environmental clearance for any program amendments.
9. Prepare and submit Materials and Services Reports documenting all financial interests in the project.
10. Establish procedures to document expenditures associated with local administration of the project.
11. Provide guidance and assistance to City/County regarding acquisition of property:
 - Submit required reports concerning acquisition activities to TDA;
 - Establish a separate acquisition file for each parcel of real property acquired;
 - Determine necessary method(s) for acquiring real property;
 - Prepare correspondence to the property owners for the City/County's signature to acquire the property or to secure an easement; and
 - Assist the City/County in negotiation with property owner(s).
12. Maintain TxCDBG Property Management register for any property/equipment purchased or leased.
13. 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 and complete all environmental review requirements in accordance with Code of Federal Regulations Title 24, Part 58, and TDA requirements.

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).
 - Assist City/County in determining whether and/or what TxCDBG grant agreement activities will be carried out in whole or in part via force account labor.
 - Assist City/County in determining whether or not it will be necessary to hire temporary employees to specifically carry out TxCDBG grant agreement activities.
 - Assist City/County in maintaining adequate documentation of personnel, equipment and materials expended/used and their costs.
2. Assist City/County in documenting compliance with all federal and state requirements related to equal employment opportunity.
3. Assist City/County in documenting compliance with all federal and state requirements related to minimum wage and overtime pay requirements.
4. Provide assistance to or act as local labor standards officer. Notify TDA of name, address, and phone number of appointed labor standards compliance officer.
5. Request wage rates from TDA.
6. Provide sample TxCDBG grant agreement documents to engineer.
7. Advertise for bids.
8. Make ten-day call to TDA.
9. Verify construction contractor eligibility with TDA.
10. Review construction contract.
11. Conduct pre-construction conference and prepare minutes.
12. Submit any reports of additional classification and rates to TDA.
13. Issue Notice of Start of Construction to TDA.
14. Review weekly payrolls, including compliance follow-ups. Conduct employee interviews.
15. Process change orders approved by City/County and the project engineer and submit to TDA prior to execution with the construction contractor.
16. Generate Certificate of Construction Completion/Final Wage Compliance Report and submit to TDA.
17. 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 75.
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. Complete the final Project Completion Report, including supporting documentation as required by TDA.
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:

<u>Milestone / Task</u>	<u>% of Contract Fee</u>
• Establishment of Recordkeeping System	5%
• Completion of Environmental Review / Special Conditions Clearance	15%
• Completion of all Acquisition Activities	10%
• Completion of the Bid/Contract Award Process	15%
• Labor Standards Compliance/Completion of Construction	15%
• Comply with EEO / Fair Housing Requirements	10%
• Program and Financial Management	20%
• 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, with a fixed price cap.

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.

[Parties should include the manner by which such termination will be effected and the basis for settlement or any other terms and conditions concerning payment upon such termination.]

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.

9. 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.

10. 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.

11. 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.

12. 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.
 - c. 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.
13. 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 federally assisted construction 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.
16. 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.
17. 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.
18. 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.
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 (HUD) 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 75, 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 75 regulations.
 - (c) The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, 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 75. 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 75.
 - (d) 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 75 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 75. Minimum expectations of effort to direct employment opportunities to such workers are identified in the TxCDBG Project Implementation Manual.

(e) Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.

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.