

Request for Qualifications (RFQ) for Design-Build Services
RFQ-MC-2023-6
American Rescue Plan Act (ARP Act) of 2021

August 14, 2023

Re: American Rescue Plan Act (ARP Act) of 2021

Dear Design-Build Service Providers:

Attached is a copy of Orange County's Request for Qualifications ("RFQ") for design-build services. These services are being solicited to assist the County in its project related services and project implementation of funding from the ARP Act program. Orange County is using such funding to support a building at the Orange County Office Emergency Management for the housing of Emergency Response and Personal Protection Equipment.

Multiple contracts may be awarded as a result of this solicitation.

The submission requirements are also included on the attached Request for Qualifications (RFQ) form.

Please submit five (5) copies and one (1) original in a sealed envelope, clearly marked on the outside RFQ-MC-2023-6 ARPA Design-Build Services to the following address: Orange County Purchasing Department, 714 Polk Street, Orange, TX, 77630.

The deadline for submission is **Wednesday, August 30, 2023 at 3:00 p.m.** It is the responsibility of the submitting entity to ensure that the SOQ is received in a timely manner. SOQs received after the deadline will not be considered for award, regardless of whether or not the delay was outside the control of the submitting provider. Orange County reserves the right to negotiate with any and all service providers submitting timely SOQs.

Orange County is an Affirmative Action/Equal Opportunity Employer. Section 3 Residents, Minority Business Enterprises, Small Business Enterprises, Women Business Enterprises, and Labor Surplus Area firms are encouraged to submit SOQs.

Sincerely,

Michelle Carroll
Purchasing Agent
Orange County, Texas



REQUEST FOR QUALIFICATIONS

RFQ-MC-2023-6

FOR

ORANGE COUNTY, TX

CLOSING DATE & TIME: August 30, 2023 AT 3:00 P.M.

**DESIGN AND CONSTRUCTION SERVICES FOR
OFFICE OF EMERGENCY MANAGEMENT STORAGE FACILITY**

An optional pre-submittal conference will be held at **10:00 a.m. on Wednesday, August 23, 2023**, at Orange County Purchasing Department , located at 714 Polk Street, Orange, TX 77630.

GENERAL CLAUSES AND CONDITIONS

1. If you have questions regarding the preparation of your response you may contact Michelle Carroll, Purchasing Agent, at 409-882-7900 or mcarroll@co.orange.tx.us. For technical questions, contact Joel Ardoin, Emergency Management Coordinator, at (409) 745-9717 or jardoin@co.orange.tx.us.
2. Vendors who do not respond to this particular request, but who want to remain on our mailing list for future opportunities shall indicate "NO RESPONSE" on the face of this page by putting the date and signed by the authorized representative of your company and return this page to the Purchasing office. Your assistance in this matter is greatly appreciated.
3. **Laws and Ordinances:** The Contractor shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations which in any manner affect the Contract or the work and shall indemnify and save harmless the County against any claim arising from the violation of any such laws, ordinances and regulations whether by the Contractor or his employees.
4. Submit one (1) **original** and five (5) **complete copies** of the entire Response. Responses must be received prior to the closing date and time to be considered. Responses must be submitted in sufficient time to be received and time-stamped at the above location on or before the published date and time shown on the RFQ. Orange County will not be responsible for mail delivered from the post office. Responses received after the published time and date cannot be considered and will be returned unopened.
5. Responses will be received and publicly acknowledged at the location, date and time stated above. Only the name of the respondents responding to this request for qualifications shall be released at the response opening. Other information submitted by the respondent shall not be released by the County during the proposal evaluation process or prior to contract award. At no time will confidential information, as noted by the respondent, be released unless directed to by governmental authority or judicial action.
6. Respondent shall attach official documentation from the State of Texas or other qualified certification agency of M/WBE status of your company with bid/proposal. This data is for informational purposes only and will not affect the award.
7. In submitting an offer, respondent certifies that they have not participated in nor have they been party to any collusion, price fixing or any other illegal or unethical agreements with any company, firm or person concerning the pricing offered.
8. Orange County reserves the right to reject any and all responses, waive formalities and to make award as may be deemed to the best advantage of the County. No response may be withdrawn within forty-five (45) days after date of opening.
9. The County is not liable for any cost incurred by Respondents in replying to this RFQ. This includes costs to determine the nature of the response, submitting the response, negotiating the contract, presentations made to or for the County, or any other costs a vendor would incur in responding to the RFQ.

10. Respondents shall complete all information requested and blanks provided shall be filled in on the provided forms. Failure to completely describe the merchandise being proposed may result in rejection of your response.
11. The County is exempt from all sales and excise taxes.
12. Orange County reserves the right to evaluate variations from these specifications. If exceptions are made, respondent shall state wherein the merchandise fails to meet these specifications. Failure to completely describe the merchandise being proposed may result in rejection of your response.
13. It shall be understood all proposals, responses, inquiries, or correspondence relating to or in reference to this RFQ, and all reports, charges and proposal or referencing information submitted in response to this RFQ shall become the property of the County and will not be returned. All restrictions on the use of data contained within a proposal and all confidential information must be clearly stated in the RFQ. Proprietary information submitted in a proposal, or in response to the RFQ, will be handled in accordance with the Texas Open Records Law and other applicable state statutes.
14. It is the vendor's responsibility to check for any addendums that might have been issued before the proposal closing date and time.
15. The response evaluation process will occur after the closing date. The County's evaluation and clarification process will commence. An evaluation team will review the responses. Criteria described in this RFQ will be considered, as well as any other factors the evaluation team determines may affect the suitability of the response for the County's requirements. A Respondent's submission constitutes their acceptance of the evaluation technique.
16. The insurance requirements are included in this document. Respondents agree to provide and to maintain the required types of insurance for the term of the contract. An original certificate of insurance will be required within 10 business days by the apparent successful contractor once notification has been received.
17. All Respondents must submit, with Step 2, either a Bid Bond on the form provided herein, a Cashier's Check or Certified Check in the amount of five percent (5%) of the Proposed Project Construction Budget.
18. The Performance bond and Payment bond forms are included for respondent's information so that respondents may be familiar with their contents and requirements. Respondent shall not fill in or execute these forms at time of proposal submittal. Upon award of the proposal, the awarded vendor will be required to execute the contract.

SPECIAL PROVISIONS

1. The successful respondent's rights and duties awarded by the contract may not be assigned to another without written consent of the County and signed by the County's authorized agent. Such consent shall not relieve the assigned of liability in the event of default by the assignee.
2. Any deviations from specifications and alternate responses must be clearly shown with complete information provided by the respondent. They may or may not be considered by the County.
3. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing and shall not be effective unless signed by an authorized representative of the County.
4. The County shall have the right to modify this order subject to an adjustment in the price in accordance with the applicable provisions of the purchase order, if any, or pursuant to mutual agreements. No agreement or understanding to modify this order shall be binding on the County unless it is in writing and signed by an authorized representative of the County.
5. The County reserves the right to require additional technical information and negotiate all elements which comprise the Vendor's response to ensure that the best possible consideration be afforded to all concerned. The County reserves the right to accept all or part of any proposal, to reject any or all proposals and to re-solicit for proposals.
6. Services or products under the Contract Documents shall not be performed or manufactured by any worker who is not legally eligible to perform such services or employment.
7. All questions must be submitted via fax at 409-670-4106 or email only by 12:00 p.m. on Friday, August 25, 2023 to Michelle Carroll, Purchasing Agent at mcarroll@co.orange.tx.us.

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SECTION ONE
SCOPE OF WORK

1.1 Purpose of the RFQ and Design-Builder Responsibilities

The selected Design-Builder will be expected to provide turnkey design and construction activities for this project resulting in complete and fully functional facilities that satisfies all project requirements and contract terms. The Design-Builder, as the sole responsible source for total project compliance and construction related performance (including architectural programming, design, and construction services) will hold all design professionals, testing services, trade contractors and trade supplier contracts.

Included in the scope of work requirements are the following Design phases:

- Pre-design activities: soil evaluation, surveying, and locating utilities as required
- Program review, Design Development, Engineering, and documentation
- Bidding/Negotiation/Award of Sub Contracts
- Permitting, as required including Texas Accessibility registration and review
- Construction Administration/Management
- Project Closeout/Commissioning
- Warranty Review

The construction scope of work will generally be:

- All necessary offsite and onsite utilities
- All civil, structural, architectural, electrical, plumbing, and landscaping construction required by the Design Criteria and subsequent approved plans and specifications.
- Compliance with all codes, rules and regulations as required by Orange County and all Authorities having Jurisdiction. The Contractor shall provide complete and functional systems, including all controls, connections, and other required material and labor while protecting all affected ORANGE COUNTY property.

1.2 Location of the Project

The location of the Work is: The vacant portion of the Orange County Office of Emergency Management property; 11475 FM1442, Orange, TX 77630.

1.3 Project Description

Orange County's Office of Emergency Management Storage Facility will house the County's emergency response equipment and materials. This facility will be a prototypical building design approximately 4,800+/- square foot, single story insulated building with six (6) roll up doors, and electrical throughout. Construction on the new facility is slated to begin in the spring of 2024. Additional information can be found in the Design Criteria and Specifications section.

1.4 Scope of Work

The following is a preliminary Scope of Work that may be modified by the County during contract negotiations with the selected Design-Build Team.

I. Site Inventory and Evaluation of Project's Design Criteria and Specifications

1. Site investigations, including survey subsurface utility investigations, geotechnical investigations, to verify existing conditions as necessary.
2. Preliminary evaluation of proposed site use, material selection, utility systems and provide recommendations on constructability, time, labor, and scheduling factors related to project cost.
3. Review Project's Design Criteria and Specifications and provide recommendations on constructability, time, labor and scheduling factors related to project cost.

II. Schematic / Preliminary Design (SD)

1. Prepare site, architectural, structural, mechanical, plumbing, and electrical schematic design plans based on Design Criteria and Specifications for County Staff consideration.
2. Develop preliminary estimate of construction cost based on initial facilities programming requirements setting forth in detail quantities of materials, labor, profit, overhead, insurance etc. for the project including all site work.
3. Attend County and user meetings to coordinate and resolve value engineering, constructability, construction phasing and scheduling issues in the preliminary designs.

III. Design Development (DD)

1. Based on the approved SD plans, satisfactorily resolve all review comments from prior design phases and further refine the design.
2. Site Design: demolition and clearing plans, grading and drainage plans, sedimentation and erosion control plans, construction details.
3. Review and confirm total original budget from Schematic Design phase review. Review any proposed value engineering items, final strategy and reconcile variances. Review, update and confirm project schedule.

IV. Permitting, Reviews and Approvals

1. Review and/or present design concepts and obtain approval of Orange County.
2. Secure approvals from all other local and state agencies as required for the site development.
3. Coordinate the construction or relocation of privately-owned utilities. if necessary.
4. Attend meetings as necessary for all approvals. Provide responses and modifications.

V. Construction Documents (CD)

1. Based on the approved DD plans, satisfactorily resolve all review comments from prior design phases and prepare and finalize all construction drawings and specifications.
2. Prepare a construction documents level cost estimate and updated project schedule; reconcile cost estimate with construction estimate.
3. Incorporate bid alternates as necessitated by the project budget.
4. Conduct a final Commissioners Court meeting to present final design.

VI. Construction Administration

1. Provide construction administration and observation associated with the site improvements including a preconstruction conference, weekly site observation and meetings for processing pay requests.
2. Provide interpretations of prepared drawings and specifications, shop drawing review and approval as well as preparation of change orders and construction change directives.

VII. Construction

1. All work will be consistent with the intent of the Construction Documents to be prepared by the Design-Builder and approved by Orange County.
 - a Site improvements indicated in the Construction Documents.
 - b Utility improvements indicated in the Construction Documents.

VIII. Post Construction Phase/Deliverables

1. Prepare as-built documents based on information received from the contractor in AutoCAD or BIM format or in such other format as the County requires.
2. Prepare an “Owner’s manual” user information regarding materials, systems, warranties, operations, and maintenance.
3. Assist in project closeout and establishment of warranties and guarantees.
4. Present to required departments/agencies for review; responsible for all State, County, and County permit applications and approvals.

1.5 Project Budget:

Orange County estimates an approximate Construction Budget of **\$250,000.00** for completion of this project including all costs and fees. Total costs include construction related expenses; programming, design and construction related services; testing services; public jurisdiction fees and charges; permits; and other building related professional service fees necessary to fully complete the project.

1.6 Anticipated Schedule:

The County reserves the right to adjust this schedule as necessary.

Issue/Advertise RFQ in official advertising publications	August 12, 2023
County conducts a pre-submittal conference	August 23, 2023 at 10:00 AM
Deadline for written questions and clarifications on RFQ	August 25, 2023 at 12:00 PM
Deadline for submission of Statement of Qualifications	August 30, 2023 at 3:00 P.M.
Notify selected team and start negotiations	September 1, 2023
Complete negotiations	September 08, 2023
Commissioners Court Approval	September 12, 2023
Complete Contract execution	September 29, 2023
Substantial Completion	January 31, 2024
Final Completion and Contract Close Out	Within 30 days after Substantial Completion

1.7 Pre-Contracting Project Planning

The Design-Builder, as a part of its design and its preconstruction services, will assist with developing a strategy for the best approach for the successful completion of the project including guidance and assistance in the preparation of a schedule and a reliable, preliminary cost estimate along with evaluations of any value engineering measures. At an appropriate point during the project and prior to contracting, the County will ask the Design-Builder to commit to a Lump Sum/ GMP price for all its design and construction services.

1.8 Project Delivery and Objectives

At all times and project stages the Design-Builder shall act in the best interests of the County and use their best efforts to deliver the project in an expeditious and cost-effective manner consistent with the County's project requirements, time constraints and budget. The Design-Builder shall develop a contractually obligated overall project schedule and will be responsible for methods of construction, safety, scheduling and coordination of all construction work in addition to miscellaneous contracts required for completion of the project within its predetermined budget limits and schedule.

End of Section One

SECTION TWO
DESIGN-BUILDER EVALUATION AND SELECTION CRITERIA

2.1 Design-Build Team Experience Requirements and Capabilities

Responders should identify their Team’s experience with public bid response design-build projects and specifically describe those projects that best characterize the proposers’ capabilities, including work quality and cost control measures. These projects must have included the completion of construction drawings, technical specifications and construction estimates that led to a complete constructed project. Completed public sector projects is required.

2.2 Design-Build Team Minimum Qualifications

Firms must meet the following criteria. Firms that do not meet these criteria are automatically disqualified.

1. Firm’s “Designer(s) of Record” MUST have a current Texas Architectural and Engineering license(s) as appropriate for their portion of the design work. **A copy of the license(s) is to be included in the appendix.**
2. Firm’s “Builder” MUST have a current Texas Contractor’s license with an unlimited building classification. **A copy of the license is to be included in the appendix.**

Commercial General Liability:	\$1,000,000 per occurrence
Commercial Auto Liability:	\$1,000,000 combined single limit
Excess (Umbrella) Liability:	\$1,000,000
Workers' Compensation:	Statutory
Employer's Liability:	\$1,000,000 each accident/total disease/employee disease

Professional Liability (Errors & Omissions) coverage for Architect of Record and Engineer(s) of Record shall provide coverage not less than \$1 million per claim. (The County reserves the right to negotiate different limits and coverage in the final contract.)

All insurance companies must be authorized to do business in Texas.

NOTE: In order to be deemed eligible for evaluation, the submitting lead Design-Build firm must include the Declaration Statement (signed) included in this RFQ attesting to the above requirements and coverages in its submittal.

Bonding – Attach a letter of intent from a surety company indicating the respondent’s ability to bond for this project except for design services. The surety shall acknowledge that the firm may be bonded for each phase of the project, with a maximum construction cost of **\$250,000.00** to ensure sufficient bonding for this **\$250,000.00** design/build project. In accordance with Texas Government Code section 2269.311, the Bond shall be in a form acceptable to the County and shall be delivered not later than the 10th calendar day following execution of the design/build contract.

2.3 Statement of Qualifications Evaluation Criteria and Scoring

Grant Recipient _____

Program(s) ARP Act

Name of Respondent _____

Evaluator's Name _____

Date of Rating _____

Rate the Respondent of the Request For Qualifications (RFQ) 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 -- Rate the respondent for experience in the following areas:

Comments

	<u>Factor</u>	<u>Max.Pts.</u>		<u>Score</u>
1.	Has previously designed _____ type of projects	20		
2.	Has worked on federally funded construction projects	15		
3.	Has worked on projects that were located in this general region. Note: Location for A/E (Architect/Engineer) may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. 2 CFR 200.321(b)(3)	10		
4.	Extent of experience in project construction management	15		
Subtotal, Experience		60		

Work Performance

	<u>Factor</u>	<u>Max.Pts.</u>		<u>Score</u>
1.	Past projects completed on schedule	10		
2.	Manages projects within budgetary constraints	5		
3.	Work product is of high quality	10		
Subtotal, Performance		25		

Capacity to Perform

	<u>Factor</u>	<u>Max.Pts.</u>		<u>Score</u>
1.	Staff Level / Experience of Staff	5		
2.	Adequacy of Resources	5		
3.	Professional liability insurance is in force	5		
Subtotal, Capacity to Perform		15		

TOTAL SCORE

	<u>Factor</u>	<u>Max.Pts.</u>		<u>Score</u>
<input type="checkbox"/>	Experience	60		
<input type="checkbox"/>	Work Performance	25		
<input type="checkbox"/>	Capacity to Perform	15		
Total Score		100		

2.4 Clarifying Qualification During Evaluation

During the evaluation process, the County has the right to require any clarification it needs in order to understand the Firm/Team's view and approach to the project and scope of the work. Any clarifications to the Qualification made before executing the contract will become part of the final Firm/Team contract.

2.5 Design-Build Firm/Team Final Selection

After making final Team selection and taking into consideration quality, performance and the time specified in the Qualifications for performance of the contract the County will begin contract negotiations with the selected responsible, responsive Firm/Team. If successful, the Firm/Team and County will enter into a contract for the work.

All respondents are considered fully informed as to intentions of the County regarding the timeframe to prepare and complete contract negotiations. Respondents should be prepared to provide a detailed, written Proposal to include scope of work, staffing plans, action plan, CPM Schedule and fee proposal to District during negotiations.

The County may withdraw this RFQ, reject qualifications or any portion thereof at any time prior to an award, and is not required to furnish a statement of the reason why a particular qualification was not deemed to be the most advantageous to the County.

2.8 Compliance

The awarded Design-Builder will be expected to execute the appropriate contracts.

End of Section Two

SECTION THREE
QUALIFICATIONS SUBMITTAL REQUIREMENT AND FORMAT

3.1 General instructions

3.1.1 Submission Requirements – the following documents must be included in your Statement of Qualifications:

1. A copy of your current **certificate of insurance** for professional liability.
2. **Statement of Conflicts of Interest** (if any) the service provider or key employees may have regarding these services, and a plan for mitigating the conflict(s). Note that Orange County may in its sole discretion determine whether a conflict disqualifies a firm, and/or whether or not a conflict mitigation plan is acceptable.
3. **System for Award Management. Service provider must have a current registration in the System for Award Management (<https://www.sam.gov/SAM/>). Service provider and its Principals, may not be debarred or suspended nor otherwise on the Excluded Parties List System (EPLS) in the System for Award Management (SAM). Include verification that the service provider as well as its principals are not listed (are not debarred) through the System for Award Management (www.SAM.gov). Enclose a printout of the search results that includes the record date. This clearance information must be included in the service provider's SOQ.**
4. **Form Conflict of Interest Questionnaire**, (enclosed). Texas Local Government Code chapter 176 requires that any vendor or person who enters or seeks to enter into a contract with a local government entity disclose in the Questionnaire Form CIQ the vendor or person's employment, affiliation, business relationship, family relationship or provision of gifts that might cause a conflict of interest with a local government entity. Questionnaire form CIQ is included in the RFQ and must be submitted with the response.
5. **Certification Regarding Lobbying- Disclosure of Lobbying Activities** (enclosed). Certification for Contracts, Grants, Loans, and Cooperative Agreements is included in the RFQ and must be submitted with the response.
6. **Form 1295**, (enclosed). Effective January 1, 2018, all contracts and contract amendments, extensions, or renewals executed by the Commissioners Court will require the completion of Form 1295 "Certificate of Interested Parties" pursuant to Government Code § 2252.908. Form 1295 must be completed by the awarded vendor at time of signed contract submission. Form 1295 is included in this RFQ for your information. Form 1295 requires the inclusion of an "unsworn declaration" which includes, among other things, the date of birth and address of the authorized representative signing the form.
7. **Required Contract Provisions (enclosed)**. Applicable provisions (enclosed) must be included in all contracts executed as a result of this RFQ.

3.2 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

3.2.1 Small and minority businesses, women's business enterprises, and labor surplus area firms must participate in this RFQ. If the awarded vendor is a prime contractor and may use subcontractors, the following affirmative steps are required of the prime contractor:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

6. Please choose the MBDA Center that is in closest proximity to your community. Email your RFQ to the appropriate center.

Minority-owned businesses may be eligible for contract procurement assistance with public and private sector entities from MBDA centers:

Dallas MBDA Business Center
8828 N. Stemmons Freeway, Ste. 550B
Dallas, TX 75247
214-920-2436
Website:
<https://www.mbdadfw.com> Email:
admin1@mbdadallas.com

Houston MBDA Business Center
3100 Main Street, Ste. 701
Houston, TX 77002
713-718-8974
Website:
<https://www.mbda.gov/businesscenter/houston-mbda-business-center>
Email: MBDA@hccs.edu

El Paso MBDA Business Center
2401 East Missouri Avenue
El Paso, TX 79903
915-351-6232
Website:
<https://www.mbda.gov/businesscenter/el-paso-mbda-business-center>
Email: treed@ephcc.org

San Antonio MBDA Business Center
501 W. Cesar E. Chavez Blvd., Ste. 3.324B
San Antonio, TX 78207
210-458-2480
Website: <https://www.mbda.gov/businesscenter/san-antonio-mbda-business-center>
Email: orestes.hubbard@utsa.edu

Small and woman-owned businesses may be eligible for assistance from SBA Women's Business Centers:

Dallas Fort Worth WBC
7800 N. Stemmons Fwy., Ste. 120
Dallas, TX 75247
214-572-9452
Website: <https://womensbusinesscenterdfw.com/>
Email: wbcdfw@liftfund.com

WBEA – Women's Business Center
9800 Northwest Freeway, Ste. 120
Houston, TX 77092
713-681-9232
Website: <https://www.wbea-texas.org/womensbusiness-center>
Email: wbc@wbea-texas.org

LiftFund Women's Business Center
600 Soledad St.
San Antonio, TX 78205
888-215-2373 ext. 3000
Website: <https://womensbusinesscentersa.com/>
Email: wbc@liftfund.com

SBA also provides assistance at Small Business Development Centers located across Texas:
<https://americassbdc.org/small-business-consulting-and-training/find-your-sbdc/>

3.3 Deadline for Submission

3.3.1 SOQs must be received no later than 3:00 p.m. on Wednesday, August 30, 2023. It is the responsibility of the submitting entity to ensure that the SOQ is received in a timely manner. SOQs received after the deadline will not be considered for award, regardless of whether or not the delay was outside the control of the submitting firm.

3.3.2 Please submit five (5) copies and one (1) original in a sealed envelope, clearly marked on the outside RFQ-MC-2023-6 ARPA Design and Construction Services to the following address: Orange County Purchasing Department, 714 Polk Street, Orange, TX, 77630

3.3.3 Any questions or requests for clarification must be submitted in writing via EMAIL to mcarroll@co.orange.tx.us by 12:00 p.m. on Friday, August 25, 2023. Orange County may, if appropriate, circulate the question and answer to all service providers who submitted an SOQ.

End of Section Three

SECTION FOUR
PRE-SUBMITTAL CONFERENCE AND CLARIFICATIONS

4.1 Pre-Submittal Conference

An optional pre-submittal conference will be held on the date and time noted in this RFQ. It will be held in the Orange County Purchasing Department, located at 714 Polk Street, Orange, TX 77630. The project will be described, and key County representatives will be introduced.

Questions concerning the Project may be asked at the pre-bid conference; however, oral answers are not authoritative. Pre-submittal conference questions should be submitted to the County in writing prior to the pre-submittal meeting. Questions that arise during the conference must also be submitted in writing per the schedule noted in this RFQ. Only written questions submitted to the County will be answered in subsequent addenda posted on the County's website:

Questions received by the County after this date will not receive a response or be the subject of addenda. Any oral questions that are asked at the conference and not received in writing will not be recorded in the addendum. Addenda to be posted on the County's website at this address:

<https://www.co.orange.tx.us/departments/Purchasing/BidSchedule2023>

Except for submission of questions, discussed further below, proposers should not contact any members or employees of the County regarding any aspect of this procurement until after the award of the contract.

All follow-up questions from the pre-submittal conference, as well as any questions that have been submitted in writing before the deadline, will be compiled and answered in writing. The deadline for submission of questions relating to the RFQ is the time and date shown in the Project Schedule in this RFQ. Answers will be posted on the RFQ website listed above.

4.2 Submittals and Clarifications

It is the responsibility of each submitter to examine the entire RFQ, seek clarifications in writing, and review their submittal for accuracy before submitting their qualifications. Once submission deadlines have passed, all submissions will be final. The County will not request clarification from any individual submitter relative to their submission, but reserves the right to ask for additional information from all parties that have submitted qualifications.

It is the sincere intention of the County to make every effort to be fair and equitable in its dealings with all candidates for selection. If, however, the County should determine that none of the Design-Build teams submitting are advantageous to the County. **The County shall have the absolute right to reject any and all submittals.**

End of Section Four

Insert Certificate of Insurance

Insert System for Award Management (SAM) record search for company name and company principal

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

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

_____ Name of Officer

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

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

Yes No

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

Yes No

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

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

7

 Signature of vendor doing business with the governmental entity

 Date

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

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

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

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

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

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

(2) the vendor:

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

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

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

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

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

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

(3) has a family relationship with a local government officer of that local governmental entity.

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

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Certification Regarding Lobbying

(To be submitted with each bid or offer exceeding \$100,000)

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

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Printed Name and Title of Contractor's Authorized Official

_____ Date

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Qualifications (RFQ) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFQ-MC-2023-6."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

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

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

Approved by OMB 0348-0046 **Disclosure of Lobbying Activities**

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

(See reverse for public burden disclosure)

Type of Federal Action: a. contract ____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	Status of Federal Action: a. bid/offer/application ____ b. initial award c. post-award	Report Type: a. initial filing ____ b. material change
Name and Address of Reporting Entity: _____ _____ Prime _____ _____ Subawardee Tier_____, if Known: Congressional District, if known: _____	If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____	
Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: _____

Print Name: _____

Title: _____

Telephone No.: _____ Date: _____

Federal Use Only

**Authorized for Local Reproduction Standard
Form - LLL (Rev. 7-97)**

(To be completed by awarded vendor)

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

REQUIRED CONTRACT PROVISIONS

The non-Federal entity's contracts should contain applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. The non-Federal entity's contracts may contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. ***Language as of May 21, 2021.**

All Contracts

THRESHOLD	PROVISION	CITATION
<p>>\$250,000 (Simplified Acquisition Threshold)</p>	<p>Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.</p>	<p>2 CFR 200 APPENDIX II (A)</p>
<p>>\$10,000</p>	<p>All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.</p>	<p>2 CFR 200 APPENDIX II (B)</p>
<p>None</p>	<p>Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”</p> <p>41 CFR 60-1.4 Equal opportunity clause.</p> <p>(b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:</p> <p>The [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:</p>	<p>2 CFR 200 APPENDIX II (C) and 41 CFR §60-1.4(b)</p>

	<p>During the performance of this contract, the contractor agrees as follows:</p> <p>(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:</p>	
None	<p>Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”</p> <p>41 CFR 60-1.4 Equal opportunity clause.</p> <p>(b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:</p> <p>The [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:</p> <p>During the performance of this contract, the contractor agrees as follows:</p> <p>(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:</p>	<p>2 CFR 200 APPENDIX II (C) and 41 CFR §60-1.4(b)</p>

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

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of

	<p>the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:</p> <p>Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.</p> <p>The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.</p> <p>The [recipient] agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.</p> <p>The [recipient] further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the [recipient] agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.</p>	
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<p>>\$2,000</p>	<p>Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the DavisBacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination.</p>	<p>2 CFR 200 APPENDIX II (D)</p>
	<p>The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The nonFederal entity must report all suspected or reported violations to the Federal awarding agency.</p>	
<p>>\$100,000</p>	<p>Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.</p>	<p>2 CFR 200 APPENDIX II (E)</p>

None	Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.	2 CFR 200 APPENDIX II (F)
>\$150,000	Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).	2 CFR 200 APPENDIX II (G)
None	Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)
>\$100,000	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated	2 CFR 200 APPENDIX II (I) and
	funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.	24 CFR §570.303
	See 2 CFR §200.323.	2 CFR 200 APPENDIX II (J)
	See 2 CFR §200.316.	2 CFR 200 APPENDIX II (K)

	See 2 CFR §200.322.	2 CFR 200 APPENDIX II (L)
None	The Federal awarding agency must establish conflict of interest policies for Federal awards. The non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.	2 CFR 200.112
None	The Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award -related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award -related information to and from the non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or passthrough entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.	2 CFR 200.336
None	Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms. (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;	2 CFR 200.321

	<p>(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and</p> <p>(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.</p>	
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None	<p>Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a recipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:</p> <p>(a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.</p> <p>(b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.</p> <p>(c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.</p> <p>(d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity.</p> <p>(e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.</p> <p>(f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).</p> <p>(1) If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.</p> <p>(2) If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention</p>	2 CFR 200.334
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	<p>period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.</p>	
<p>None</p>	<p>CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153.The term "foreign terrorist organization" in this paragraph has the meaning assigned to such a term in Section 2252.151(2) of the Texas Government Code.</p>	<p>Texas Government Code 2252.152</p>

<p>>\$100,000</p>	<p>PROVISION REQUIRED IN CONTRACT. (a) This section applies only to a contract that:</p> <p>(1) is between a governmental entity and a company with 10 or more full-time employees; and</p> <p>(2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.</p> <p>(b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:</p> <p>(1) does not boycott Israel; and</p> <p>(2) will not boycott Israel during the term of the contract.</p>	<p>Texas Government Code 2271</p>
<p>Option Contract Language for contracts awarded prior to Grant Award</p>	<p>The contract award is contingent upon the receipt of ARP Act funds. If no such funds are awarded, the contract shall terminate.</p>	<p>Optional</p>
	<p>Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.</p>	<p>42 U.S.C. 6201</p>