



**JEFFERSON COUNTY DRAINAGE DISTRICT NO. 6**  
***Karen J. Stewart, MBA, CTP Business Manager: Purchasing Agent***

6550 Walden Rd., Beaumont, Texas 77707 Phone: 409-842-1818 Fax: 409-842-2729

**LEGAL NOTICE**  
**Advertisement for Request for Proposal**  
June 27, 2020

Notice is hereby given that sealed proposals will be accepted by the Jefferson County Drainage District No. 6 Purchasing Department for RFP 20-019/KJS, Staffing Services for Temporary Labor for Jefferson County Drainage District No. 6.

The District plans to hire a contractor to provide Staffing Services for Temporary Labor. The District is seeking to contract with a qualified Staffing Service Provider (individual/firm). Temporary Labor provided under this contract will be utilized on Federal and State Funded Grant Projects including but not limited to: FEMA PA, FMA, HMGP, Texas Rainy Day Funds, Texas FIF, CDBG-MIT, and FPP and managed by entities including but not limited to TWDB, FEMA, TDEM, and GLO of Texas. Federally mandated contractual clauses are included in these specifications and will be enforced in accordance with each grant awarded to the District. Specifications for this project may be obtained from the Jefferson County Drainage District No. 6 webpage <http://www.dd6.org/purchasing/bid-specs/bids>

Proposals are to be sealed and addressed to the Purchasing Agent with the proposal number and name marked on the outside of the envelope or box. Proposers shall forward an original and three (3) hard copies of their proposal to the address shown below. Late proposals will be rejected as non-responsive. Proposals will be publicly opened and only the firm name will be read aloud in the Jefferson County Drainage District No. 6 Boardroom at the time and date below. Proposals shall be opened in a manner that avoids disclosure of the contents to competing Proposers and maintains the confidentiality of the proposals during negotiations. Proposals will be open for public inspection after the award of the contract, except for trade secrets and confidential information. Proposers are invited to attend the sealed proposal opening.

<b>BID NAME:</b>	<b>Staffing Services for Temporary Labor</b>
<b>BID NO:</b>	<b>RFP 20-019/KJS</b>
<b>DUE DATE:</b>	<b>2:00 PM, Thursday, July 23, 2020</b>
<b>MAIL OR DELIVER TO:</b>	<b>Jefferson County Drainage District No. 6</b>
	<b>Purchasing Department</b>
	<b>6550 Walden Rd.</b>
	<b>Beaumont, Texas 77707</b>

Any questions relating to these requirements should be directed to Karen J. Stewart, Purchasing Agent, at 409-842-1818 or [kstewart@dd6.org](mailto:kstewart@dd6.org). Jefferson County Drainage District No. 6 is an Affirmative Action/Equal Opportunity Employer and encourages Section 3 Residents, Minority Business Enterprises, Small Business Enterprises, and Women-owned Business Enterprises to submit proposals. The District does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provisions of services. The District reserves the right to accept or reject any or all proposals, to waive technicalities and to take whatever action is in the best interest of the District. The District reserves the right to negotiate with any and all individuals or firms that submit proposals.

Sincerely,

A handwritten signature in blue ink that reads "Karen J. Stewart".

Karen J. Stewart, MBA,  
Business Manager: Purchasing Agent  
Jefferson County Drainage District No. 6, Texas

Publish: *Beaumont Enterprise* July 1, 2020 and July 8, 2020  
Electronic State Business Daily (ESBD) <http://www.txsmartbuy.com/sp/> July 1- July 21, 2020

**RFP 20-019/KJS**  
**STAFFING SERVICES for TEMPORARY LABOR**  
**Bids Due: 2:00PM CT, Thursday, July 23, 2020**

**Table of Contents**

Instructions to Proposers.....	4
RFP for Services for Tempory Labor .....	11
Exhibit A: Cost Proposal .....	18
Exhibit B: Job Descriptions and Rates.....	19
Exhibit C Required RFP Forms .....	20
Exhibit D Required Contractual Terms 2 CFR 200.....	33

**Proposal Submissions:**

**Proposer is responsible for submitting:**

- One (1) original proposal to include a completed copy of this specifications packet, in its entirety.
- Three (3) numbered proposal copies to include, at a minimum, all pages requiring completion and/or marked with instructions to be returned with proposal submission and any other documentation requested within these specifications.

**Additionally, prior to submitting a proposal Proposer must call Karen J. Stewart, Supervisor Jefferson County Drainage District No. 6, (409) 842-1818 see if addenda or additional instructions have been issued. Failure to return all required forms could result in a response being declared as non-responsive.**

## Proposal Submittal Checklist

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The Offeror's attention is especially called to the items listed below, which must be submitted in full as part of the proposal.

Failure to submit any of the documents listed below as a part of your proposal, or failure to acknowledge any addendum in writing with your proposal, or submitting a proposal on any condition, limitation, or provision not officially invited in this Request for Proposal (RFP) may cause for rejection of the proposal.

Offeror shall check each box indicating compliance.

**THIS CHECKLIST MUST BE SUBMITTED AS PART OF YOUR PACKAGE**

- ☒ Cover sheet identifying the contract/project being proposed, the name and address of the Offeror, the date of the proposal, and the email address, telephone, and facsimile numbers of Offeror.
- ☒ An acknowledgment and/or response to each section of the proposal.
- ☒ Form of business (e.g., corporation, sole proprietorship, partnership); if corporation the date and state of incorporation.
- ☒ Identification of three (3) entities for which the Offeror is providing or has provided Grant Administration and Management Services of the type requested, including the name, position, and telephone number of a contact person at each entity.
- ☒ Identification of all legal claims, demands, contracts terminated or lawsuits filed, threatened, or pending against the Offeror and/or its principal/officers for the last three (3) years, as well as identification of any administrative actions or warnings taken or issued by any federal, state, or local governmental agency to Offeror and/or its principals/officers with regard to the provision of the same or similar service as covered by this RFP, or the payment of moneys under the terms of any agreement(s) relating to such services.
- ☒ One (1) *original* proposal to include a completed copy of this specifications packet in its entirety; **and** Five (5) numbered proposal *hard copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with proposal and any other documentation requested within these specifications.

Each Offeror shall ensure that required parts of the response are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

**PLEASE READ THE "PROPOSAL SUBMITTAL CHECKLIST" INCLUDED IN THIS PACKAGE.**

_____ Company	_____ Telephone Number
_____ Address	_____ Fax Number
_____ Authorized Representative (Please print)	_____ Title
_____ Authorized Signature	_____ Date

**Offeror Must Complete and Return This Page With Offer.**

## 1. **Introduction to Proposers**

This Request for Proposal (RFP) is to receive proposals from qualified firms to provide Services for Temporary Labor to Jefferson County Drainage District No. 6.

The following items are provided as general information and specifications as required by Jefferson County Drainage District No. 6.

### 1.1 **Vendor Instructions**

**Read the document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you have a clear understanding of the proposal.**

General Requirements apply to all advertised requests for proposals; however, these may be superseded, whole or in part, by the **Scope of Services, Guidelines and Specifications, Requested Responses and Information, or other data contained herein**. Be sure your proposal package is complete.

### 1.2 **Governing Law**

Proposer is advised that these requirements shall be fully governed by the laws of the State of Texas and that the District may request and rely on advice, decisions, and opinions of the Attorney General of Texas and the District's Attorney concerning any portion of these requirements.

### 1.3 **Ambiguity, Conflict, or other errors in the RFP**

If Proposer discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, Proposer shall immediately notify the District of such error in writing and request modification or clarification of the document. Modifications will be made by issuing Addenda. Written notice will be given to all parties who have been furnished with the RFP without divulging the source of the request for the same. If the Proposer fails to notify the District prior to the date and time fixed for submission of proposals of an error or ambiguity in the RFP known to Proposer, or an error or ambiguity that reasonably should have been known to Proposer, then Proposer shall not be entitled to compensation or additional time by reason of the error or ambiguity or its later resolution.

The District may also modify the RFP, no later than 48 hours prior to the date and time fixed for submission of proposals, by issuance of an Addendum to all parties who have received the RFP. All addenda will be numbered consecutively, beginning with 1.

### 1.4 **Notification of Most Current Address**

Firms in receipt of this RFP shall notify Karen J. Stewart, Jefferson County Drainage District No. 6 Supervisor, of any address changes, contact person changes, and/or telephone number changes no later than 48 hours prior to the date and time fixed for submission of proposals.

### 1.5 **Proposal Preparation Cost**

Cost for developing proposals is entirely the responsibility of Proposers and shall not be charged to Jefferson County Drainage District No. 6.

## **1.6 Signature of Proposal**

A transmittal letter, which shall be considered an integral part of the proposal, shall be signed by an individual who is authorized to bind the Proposer contractually. If the Proposer is a corporation, the legal name of the corporation shall be provided together with the signature of the officer or officers authorized to sign on behalf of the corporation.

If the Proposer is a partnership, the true name of the firm shall be provided with the signature of the partner or partners authorized to sign.

If the Proposer is an individual, that individual shall sign. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a power of attorney or equivalent document must be submitted to the Jefferson County Drainage District No. 6 Board Of Directors prior to the submission of the proposal or with the proposal.

## **1.7 Economy of Presentation**

Proposals shall not contain promotional or display materials, except as they may directly answer in whole or in part questions contained in the RFP. Such exhibits shall be clearly marked with the applicable reference number of the question in the RFP. Proposals must address the technical requirements as specified in the RFP. All questions posed by the RFP must be answered concisely and clearly. Proposals that do not address each criterion may be rejected and not considered.

## **1.8 Proposal Obligation**

The contents of the proposal and any clarification thereof submitted by the selected Proposer shall become part of the contractual obligation and incorporated by reference into the ensuing contract.

## **1.9 Incorporation by Reference and Precedence**

This Agreement is derived from (1) the RFP, written clarifications to the RFP and District's response to questions; (2) the Proposer's Best and Final Offer, and (3) the Proposer's response to the RFP.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) Amendments to the Agreement in reverse chronological order; (2) the Agreement, including the Scope of Work; (3) the Proposer's Best and Final Offer; (4) the RFP, including attachments thereto and written responses to questions and written clarifications; and (5) the Proposers response to the RFP.

## **1.10 Governing Forms**

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, the District's interpretation shall govern.

### **1.11 Implied Requirements**

Products and services not specifically mentioned in the RFP, but which are necessary to provide the functional capabilities described by the Proposer, shall be included in the proposal.

### **1.12 Compliance with RFP Specifications**

It is intended that this RFP describe the requirements and the response format in sufficient detail to secure comparable proposals. Failure to comply with all provisions of the RFP may result in disqualification.

### **1.13 Vendor Registration: SAM (System for Award Management) Exhibit C**

Vendors doing business with the District are required to be registered with The System for Award Management (SAM), with an “active” status. The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/Fed Reg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly from the SAM website at: <https://www.sam.gov>

**Proposers are strongly encouraged to review their firm’s SAM (System for Award Management) status prior to Bid Submission.**

### **1.14 Submission of FORM 1295 (Texas Ethics Commission) Exhibit C**

In accordance with House Bill 1295 (passed January 1, 2016), Vendors entering into contracts and professional agreements with the District will be required to complete a Certificate of Interested Parties (FORM 1295), unless contract is considered exempt as described below.

In 2016, the Texas legislature amended the law to require Form 1295 to include an “unsworn declaration” which includes, among other things, the date of birth and address of the authorized representative signing the form. The unsworn declaration, including the date of birth and address of the signatory, replaces the notary requirement that applied to contracts entered into before January 1, 2018. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application.

**Upon entering into a contract or a professional services agreement with the District vendors will be required to submit both:**

**1. Submit a FORM 1295 online via the Texas Ethics Commission website link below.**

Vendors must enter the required information on Form 1295 and print a copy of the completed form.

The form will include a certification of filing that will contain a unique certification number.

**2. Submit a FORM 1295 hard copy (completed & signed by an Authorized Agent of the Awarded Vendor), to the Jefferson County Drainage District No. 6 Board Of Directors.**

**FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at:**

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

### **1.15 Emergency/Declared Disaster Requirements**

In the event of an emergency or if Jefferson County Drainage District No. 6 is declared a disaster area, by The District, State, or Federal Government, this Acceptance of Offer may be subjected to unusual usage. Proposer shall service The District, during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing as specified shall apply to serving the District's needs regardless of the circumstances. Additional profit margin as a result of supplying services during an emergency or declared disaster shall not be permitted. In the event that additional equipment, supplies, and materials are required during the declared disaster, additional shipping, handling and drayage fees may apply.

### **1.16 Evaluation**

Jefferson County Drainage District No. 6 reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the District's judgment as to the appropriateness of an award to the best evaluated Proposer. This information may be appended to the proposal evaluation process results. Information on a service provider from reliable sources, and not within the service provider's proposal, may also be noted and made part of the evaluation file. Jefferson County Drainage District No. 6 shall have sole responsibility for determining a reliable source. Jefferson County Drainage District No. 6 reserves the right to conduct written and/or oral discussions/interviews after the proposal opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award is in the best interest of Jefferson County Drainage District No. 6.

### **1.17 Withdrawal of Proposal**

The Proposer may withdraw its proposal by submitting a written request over the signature of an authorized individual, as described in paragraph 1.6, to the District any time prior to the submission deadline. The Proposer may thereafter submit a new proposal prior to the deadline. Modification or withdrawal of the proposal in any manner, oral or written, will not be considered if submitted after the deadline.

### **1.18 Minority-Women Business Enterprise Participation**

It is the desire of the District to increase the participation of Minority (MBE) and women owned (WBE) businesses in its contracting and procurement programs. While the District does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms.

### **1.19 Award**

The District reserves the right to award this contract on the basis of the Best Offer in accordance with the laws of Texas, to waive any formality or irregularity, to make award to more than one Proposer, and/or to reject any or all proposals. In the event the highest dollar Proposer meeting specifications is not awarded a contract, the Proposer may appear before the Board of Directors and present evidence concerning his responsibility.

### **1.20 Ownership of Proposal**

All proposals become the property of the Jefferson County Drainage District No. 6 and will not be returned to Proposers.

### **1.21 Disqualification of Proposer**

Upon signing this proposal document, a Proposer offering to sell supplies, materials, services, or equipment to Jefferson County Drainage District No. 6 certifies that the Proposer has not violated the antitrust laws of this state codified in Section 15.01, et seq, Business & Commerce Code, or the Federal Antitrust Laws, and has not communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business. Any or all proposals may be rejected if the District believes that collusion exists among the Proposers.

### **1.22 Contractual Development**

The contents of the RFP and the selected proposal will become an integral part of the contract but may be modified by provisions of the contract as negotiated. Therefore, the Proposer must be amenable to inclusion in a contract of any information provided (in writing) either in response to this RFP or subsequently during the selection process.

### **1.23 Assignment**

The selected vendor may not assign, sell, or otherwise transfer this contract without written permission of the Jefferson County Drainage District No. 6 Board of Directors.

### **1.24 Contract Obligation**

The District's Board of Directors must award the contract, and the District President or other person authorized by the Board of Directors must sign the contract before it becomes binding on the District or the Proposer. Department heads are not authorized to sign agreements for the District. Binding agreements shall remain in effect until all products and/or services covered by this proposal have been satisfactorily delivered and accepted.

### **1.25 Termination**

The District reserves the right to terminate the contract for default if the awarded vendor breached any of the terms therein, including warranties of Proposer, or if the Proposer becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies the District may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to the District's satisfaction, and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days' written notice to either party unless otherwise specified.

### **1.26 Inspections**

The District reserves the right to inspect any item(s) or service location(s) for compliance with specifications and requirements and needs of the using department. If a proposal cannot furnish a sample of a proposed item, where applicable, for review, or fails to satisfactorily show an ability to perform, the District can reject the Proposer as inadequate.

### **1.27 Testing**

Jefferson County Drainage District No. 6 reserves the right to test equipment, supplies, material and goods proposed for quality, compliance with specifications, and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the offer is subject to rejection.



### **1.28 Loss, Damage, or Claim**

The Proposer shall totally indemnify Jefferson County Drainage District No. 6 against all claims by its employees, agents, or representatives or personal injury arising from any cause. In addition, the Proposer shall totally indemnify Jefferson County Drainage District No. 6 against all claims of loss or damage to the Proposer's and Jefferson County Drainage District No. 6's property, equipment, and/or supplies.

### **1.29 Taxes**

The Proposer and its sub-Proposer s, agents and employees, as the case may be, will be responsible for the payment of all federal, state and local taxes, and deposits or contributions imposed or required by law.

### **1.30 Non-Discrimination**

The successful Proposer will be required to comply with the Americans With Disabilities Act and with all provisions of federal, state, county and local (if any) laws and regulations to ensure that no employee or applicant for employment is discriminated against because of race, color, religion, sex, age, handicap or national origin.

### **1.31 Conflict of Interest**

The agreement entered into pursuant to this RFP will contain the Proposer's warranty that, except for bona-fide employees or selling agents maintained by the Proposer for the purpose of securing business, no person or selling Contractor has been employed or retained to solicit this contract upon an agreement or understanding for commission, percentage or contingency.

Further, the Proposer will warrant that no kickbacks, gratuities, or contingency fees have been paid in connection with this RFP or contract and none has been promised contingent upon the award of contract. And, will still further warrant that to its knowledge and best belief, no one being paid under the agreement between the District and the Proposer, is engaged in any activities which would constitute a conflict of interest with respect to the purposes of said agreement.

### **1.32 Waiver of Subrogation**

Proposer and Proposer's insurance carrier waive any and all rights whatsoever with regard to subrogation against the District as an indirect party to any suit arising out of personal or property damages resulting from the Proposer's performance under this agreement.

### **1.33 Delivery of Proposals**

All proposals are to be delivered by 2:00 PM CDT, Thursday July 23, 2020, to:

Jefferson County Drainage District No. 6 Attention: Karen J. Stewart, Purchasing Agent  
6550 Walden Road, Beaumont, Texas 77707

**District Holidays 2020:**

January 1	Wednesday	New Year's
January 20	Monday	Martin Luther King, Jr. Day
February 16	Monday	President's Day
April 10	Friday	Good Friday
May 25	Monday	Memorial Day
July 3	Friday	Independence Day
September 6	Monday	Labor Day
November 11	Wednesday	Veteran's Day
November 26 & 27	Thursday & Friday	Thanksgiving
December 24 & 25	Thursday & Friday	Christmas
January 1, 2021	Friday	New Year's

Jefferson County Drainage District No. 6 will not accept any proposals received after the stated time and date and shall return such proposals unopened to the Proposer.

Jefferson County Drainage District No. 6 will not accept any responsibility for proposals being delivered by third party carriers.

Proposal Submissions shall be tightly sealed in an opaque envelope or box and plainly marked "SEALED PROPOSAL." The outside of the envelope or box shall also include: Proposal Number, Proposal Name, Proposal Due Date, Proposer's Name and Address; and shall be addressed to the Purchasing Agent.

Proposals shall be opened in a manner that avoids disclosure of the contents to competing Proposers and maintains the confidentiality of the proposals during negotiations. Proposals will be open for public inspection after the award of the contract, except for trade secrets and confidential information.

**1.34 Proposal Submissions During Time of Inclement Weather, Disaster, or Emergency**

In case of inclement weather or any other unforeseen event causing the District to close for business on the date of the proposal submission deadline, the proposal due date will automatically be postponed until the next business day that District offices are open to the public. Should inclement weather conditions or any other unforeseen event cause delays in courier service operations, the District may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the District of their interest in the project should these conditions impact their ability to submit a bid/proposal/statement of qualifications submission before the stated deadline. The District reserves the right to make the final judgement call to extend any deadline.

Should an emergency or unanticipated event interrupt normal District processes, and proposal submissions cannot be received by the Jefferson County Drainage District No. 6 office by the exact time specified in the RFP and urgent District requirements preclude amendment to the RFP, the time specified for receipt of proposal will be deemed to be extended to the same time of day specified in the solicitation on the first business day on which normal District processes resume.

### 1.35 Questions

Questions may be emailed to Karen J. Stewart Purchasing Agent at: [Kstewart@dd6.org](mailto:Kstewart@dd6.org) .

### 1.36 Tentative Schedule of Events- Dates are subject to change

July 1, 2020	Issuance of Request for Proposal
July 23, 2020	Deadline Submission (late proposals will not be considered)
July 23, 2020	Proposals distributed to Evaluation Committee
July 29, 2020	Evaluation Committee Convenes to Tabulate Scoring and Determines Short List
July 30, 2020	Conduct Zoom Interview/Best and Final Offer/Short List If Needed
August 3, 2020	Recommendation for Award

## 2. RFP for Services for Temporary Labor

Jefferson County Drainage District No. 6 The intent and purpose of this Request for Proposal (RFP) is to solicit sealed proposals to provide Services for Temporary Labor on an as needed basis to the Jefferson County Drainage District No. 6

### 2.1 Scope of Work

The Contractor will be responsible for providing temporary personnel such as semi-skilled labor, equipment operators, utility skilled labor and secretarial/clerical staff on a contractual basis as required by the District (see specific job descriptions and current rates for all current temporary positions attached Exhibit B).

If during the contract period, positions not listed on Exhibit B are required, the District may solicit price quotations from the Contractor(s) and add the positions to the contract.

There is no guarantee of any minimum amount of services that may be requested during the term of the contract. Hours and number of Temporary employees required are not guaranteed and will be used on an as needed basis only by the District.

The Contract term will be for (2) two years from the date of contract execution with the option to renew for two (2) additional, two (2) year terms. **The contract shall not exceed an amount of \$4,250,000.00 in one fiscal year** without first having written approval from the Jefferson County Drainage District No. 6 Board of Directors.

### 2.2 Requirements

Temporary personnel shall be employed by the Agency. The Agency shall be responsible for all payroll taxes, workers' compensation, payroll reports, applicable insurances, and other employer federal and state requirements for temporary personnel. A list of all benefits provided should accompany this proposal.

Temporary personnel supplied by the Agency must meet minimum qualifications as specified by the District and have a clean driving record and hold all required licenses including CDL if required for the job position.

Temporary employees should be available for the entire length of the assignment. Every attempt

must be made to minimize staffing gaps. As a minimum, a replacement employee must be made available within two (2) business days of employee separation or request by the District for additional employees.

Jefferson County Drainage District No. 6 will have the right at any time to refuse any temporary personnel.

The normal working hours for temporary personnel based on job description are 7:00a.m.to 3:30 p.m., Monday through Friday. Weekend work will likely be required. The District reserves the right to adjust schedules as needed. Successful Proposer must be willing to provide temporary employees during an emergency disaster and be able to continue to adhere to pay dates during the disaster period. Verification of policies which will apply during an emergency opening and after a disaster must be approved by the District.

The Agency shall assign a single point of contact to coordinate and assist in any employment requests, availability, scheduling, billing, contract compliance requirements, reports and problem solving. When requested, the Agency must meet periodically with the District to discuss all services.

The District will assign, and identify to the Agency, the person(s) who are authorized to request temporary personnel. A telephone call from the District's authorized representative along with a Purchase Order shall constitute a job request for service under this contract. The District will not pay any invoices without a written purchase order.

The Agency will be given 24 hours to confirm availability of a temporary worker to fill the request. All hours worked must be approved on a daily basis by the local area supervisor. The District shall not be liable for invoices that cannot be substantiated by the Agency.

The Agency shall not charge the District or any authorized user of the contract any placement fees or agency fees if a temporary employee submits an application for employment with the District, or any authorized user of the contract, and is selected for employment after ninety (90) days.

The Agency will be paid based on invoices submitted. Invoices shall be submitted by the Agency to the District on a weekly basis. The invoices should include the employee's name, dates, hours worked, purchase order number, and the hourly bill rate and pay rate. If at any point, the District determines the contract employee is not performing their duties to the District's standard, the Agency, upon notice from the District shall remove the temporary personnel from the assignment at no charge to the District, and the Agency shall find a suitable replacement.

The Agency shall provide a usage report on a quarterly basis to the District representative named upon award. It shall contain the number of people sent in a particular job code and total payments received.

All work under this contract must be performed by properly trained and competent personnel within the specific job description and must be in accordance with industry standards.

The Agency shall be responsible at all times for the actions and work of its personnel.

Temporary personnel will be required to undergo a criminal history background check and drug test; the Agency shall ensure that any agency's employees providing services at the District has a criminal history background check. The Agency shall be responsible for all cost associated with the criminal history and drug test for their employees and it is the responsibility of the Agency that their employees meet all criminal history and drug test requirements. Site-specific training or orientation may be required before employment may begin.

All personnel, supplied under this contract, who are required by the State of Texas law, regulation,

or standard to possess a qualification of licensure, registration, credentials or other academic, vocational, or technical certification shall possess the appropriate credentials, licensure and/or certifications prior to temporary placement. The Agency is required to keep the temporary employee's credential file current. When the Agency is requested by the District, they shall provide a copy of the employee's credentials and or license.

The Agency must notify the District immediately should any personnel supplied under this contract, loses their credentials, licensure, and/or certifications required to perform the job while working for the District.

ALL INCLUSIVE SERVICES – Additional work necessary to meet the terms of service under the above scope of work should be identified and included in Proposals.

## **2.3 Statement of Qualifications**

Jefferson County Drainage District No. 6 is seeking to contract with well-qualified professional firm experienced in providing temporary staff to governmental agencies.

Please provide the following information:

- A brief history of the proposing entity, including general background, knowledge of and experience working with relevant agencies, with an emphasis on recent experience;
- A description of work performance including a list of at least three references from past governmental clients, with information describing the recency and relevancy of the previous performance and experience;
- A description of the Proposer's capacity to perform as well as resumes of all employees who will or may be assigned to provide administrative assistance if your firm is awarded this service contract, identifying current employees and proposed hires; and
- A statement substantiating the resources of the proposing entity and the ability to carry out the scope of work requested within the proposed timeline.

## **2.4 Proposed Cost of Services**

Please provide your cost proposal following the sample provided as Exhibit A. The proposal must include all costs that are necessary to successfully temporary staffing. Please note that the lowest/best price will not be used as the sole basis for entering into this contract; rather, award will be made to the firm(s) providing the best value to the District, cost and other factors considered.

Profit (either % / actual cost) must be identified and negotiated as a separate element of the price of the contract. To comply, the respondent must disclose and certify in its proposal the percentage of profit being used. **“Cost plus percentage of cost” type proposals are prohibited.**

## **2.5 PROPOSAL EVALUATION**

The selection committee will evaluate each proposal by the described by the evaluation criteria listed below to select a short-list of firms for further consideration.

The District reserves the right to reject any proposal that it determines to be unresponsive and deficient in any of the information requested for evaluation. A proposal with all the requested information does not guarantee the proposing firm to be a candidate for an interview. The committee may contact references to verify material submitted by the agencies.

The committee then will schedule interviews with the selected agencies **if necessary**. The selected agencies will be given the opportunity to discuss in more detail their qualifications, past experience, proposed work plan and fee proposal.

## **2.6 Evaluation Criteria**

The proposal received will be evaluated and ranked according to the following criteria

### **Professional Qualifications – 20 points**

State the full name and address of your organization and, if applicable, the branch office or other subsidiary element that will perform, or assist in performing, the work hereunder. Indicate whether it operates as an individual, partnership, or corporation. If as a corporation, include whether it is licensed to operate in the State of Texas.

Include the name of executive and professional personnel by skill and qualification that will be employed in the work. Qualifications and capabilities of any subcontractors must also be included.

State history of the firm, in terms of length of existence, types of services provided, etc. Identify the technical details that make the firm uniquely qualified for this work.

### **Past Experience with Similar Projects (Specifically Governmental Entities). 30 points**

The written proposal must include a summary of the Respondent's demonstrated experience and success in the recruitment and placement of temporary personnel in public works positions, including securing employees who hold a valid drivers' license with a CDL-A endorsement. A complete list of client references must be provided for similar projects recently completed. It shall include the firm/agency name, address, telephone number, project title, and contact person.

### **Proposed Work Plan – 30 points**

Provide a detailed and comprehensive description of how the Agency intends to provide the services requested in this RFP, including process and timeline for placement and replacement of personnel and plan for communicating and understanding needs of the District.

The work plan must include a description of the staffing agency's candidate screening process and the agency's employee training plan. The work plan must also provide a response to the following:

- ☐ Ability of firm to provide personnel on all shifts and all days
- ☐ Ability to provide personnel with appropriate minimum experience and licensing requirements.

### **Fee Proposal - 20 points**

Fee quotations are to include the names, title, hourly rates, overhead factors, and any other relevant details. The proposal should highlight key staff and positions that would likely be involved with projects.

Agencies shall be capable of justifying the details of the fee proposal relative to personnel costs, overhead, how the overhead rate is derived, material and time.

Additionally, profit (either % / actual cost) must be identified and negotiated as a separate element of the price of the contract. To comply, the respondent must disclose and certify in its proposal the percentage of profit being used. **“Cost plus percentage of cost” type proposals are PROHIBITED.**

## **Authorized Negotiator**

Include the name, phone number, and e-mail address of the person(s) in your organization authorized to negotiate the agreement with the City

<b><u>Criteria</u></b>	<b><u>Maximum Points</u></b>
Professional Qualifications	20
Past Experience	30
Capacity to Perform	30
Proposed Cost	20
<b>TOTAL</b>	<b>100</b>

## **2.7 Submission Requirements**

Each proposal submitted in response to this RFP must be organized to correspond with those numbered sections of this RFP that require a response. Failure to arrange the proposal as requested may result in the disqualification of the proposal. Conciseness and clarity of content are emphasized and encouraged. Vague and general proposals will be considered non-responsive and will result in disqualification. The response must be complete. Failure to provide the required information may result in the disqualification of the proposal. All pages of the proposal must be numbered, and the proposal must contain an organized, paginated table of contents corresponding to the sections and pages of the proposal.

The District requests that proposal submissions NOT be bound by staples or glued spines.

- **Transmittal Letter**

The Proposer must submit a transmittal letter that identifies the entity submitting the proposal and includes a commitment by that entity to provide the services required by the District. The transmittal letter must be signed by a person legally authorized to bind the Proposer to the representations in the response. In the case of a joint proposal, each party must sign the transmittal letter. The Proposer also must indicate, in its transmittal letter, why it believes that it is the most qualified Proposer to provide the services described in this RFP. The transmittal letter must include a statement of acceptance of the terms and conditions of the contract resulting from this RFP. If Proposer takes exception to any of the proposed terms and conditions stated in this RFP, those exceptions must be noted in the transmittal letter. However, Proposer must realize that failure to accept the terms specified in this proposal may result in disqualification of the proposal.

- **Executive Summary**

The Proposer must provide an executive summary of its proposal that asserts that the Proposer is providing in its response all of the requirements of this RFP. The executive summary must not exceed three (3) pages and must represent a full and concise summary of the contents of the proposal. The executive summary must not include any information concerning the cost of the proposal. The Proposer must identify any services that are provided beyond those specifically requested. If the Proposer is providing services that do not meet the specific requirements of this RFP, but in the opinion of the Proposer are equivalent or superior to those specifically requested, any such differences must be noted in the executive summary. However, the Proposer must realize that failure to provide the services specifically required may result in disqualification of the proposal.

- **Table of Contents**

Each proposal must be submitted with a table of contents that clearly identifies and denotes the location of each title and subtitle of the proposal. Additionally, the table of contents must clearly identify and denote the location of all enclosures of the proposal. The table of contents must follow the RFP's structure as much as is practical.

- **A statement regarding the financial stability of the Proposer**  
Including the ability of the Proposer to perform the functions required by this RFP and to provide those services represented by the Proposer in its response.
- **Confidential/Proprietary Information**  
If any material in the proposal submission is considered by Proposer to be confidential or proprietary information (including manufacturing and/or design processes exclusive to the Proposer), Proposer must clearly mark the applicable pages of Proposer's proposal submission to indicate each claim of confidentiality. Additionally, Proposer must include a statement on company letterhead identifying all Proposal section(s) and page(s) that have been marked as confidential. Jefferson County Drainage District No. 6 will protect from public disclosure such portions of a proposal, unless directed otherwise by legal authority, including existing open records acts. Merely making a blanket claim that the entire proposal submission is protected from disclosure because it contains some proprietary information is not acceptable, and will make the entire proposal submission subject to release under the Texas Public Information Act.

By submitting a proposal, Proposer agrees to reproduction by Jefferson County Drainage District No. 6, without cost or liability, of any copyrighted portions of Proposer's proposal submission or other information submitted by Proposer.

- **A statement of conflicts of interest**  
If any, the proposing entity or key employees may have regarding these services, and a plan for mitigating the conflict(s). Please note that the District may in its sole discretion determine whether or not a conflict disqualifies a firm, and/or whether or not a conflict mitigation plan is acceptable.
- **System for Award Management**  
Consultant/Firm, 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 company as well as the company's principals are not listed (are not debarred) through the System for Award Management ([www.SAM.gov](http://www.SAM.gov)). Enclose a printout of the search results that includes the record date.
- **Certification Regarding Lobbying**  
Enclosed in Exhibit C. Certification for Contracts, Grants, Loans, and Cooperative Agreements is included in the RFP and must be submitted with the response.
- **Form 1295**  
Enclosed in Exhibit C. Effective January 1, 2016, all contracts and contract amendments, extensions, or renewals executed by the Board of Directors will require the completion of Form 1295 "Certificate of Interested Parties" pursuant to Government Code § 2252.908. Form 1295 must be completed by awarded vendor at time of signed contract submission. Form 1295 is included in this RFP for your information.
- **Required Contract Provisions**  
Applicable provisions enclosed in Exhibit D must be included in all contracts executed as a result of this RFP.
- **Additional Forms to be completed and submitted with RFP response:**  
Non-Disclosure Agreement  
Vendor References  
Signature Page  
Good Faith Effort (HUB Solicitation)  
Notice of Intent (NOI) to Subcontract with HUB  
HUB Subcontracting Participation Declaration



## **2.8 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms**

Small and minority businesses, women's business enterprises, and labor surplus area firms are encouraged to participate in this RFP. If the awarded vendor is a prime Proposer and may use sub-Proposer s, the following affirmative steps are required of the prime Proposer:

- Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- 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;
- Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Contractor of the Department of Commerce.

## **2.9 Deadline for Submission**

Proposals must be received no later than 2:00PM CDT, Thursday July 23, 2020. It is the responsibility of the submitting entity to ensure that the proposal is received in a timely manner. Proposals 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.

Any questions or requests for clarification must be submitted in writing to Karen J. Stewart, District Board of Directors [Kstewart@dd6.org](mailto:Kstewart@dd6.org) least 3 business days prior to the deadline. The District may, if appropriate, circulate the question and answer to all firms submitted proposals.

## EXHIBIT A

### Cost Proposal

Agencies shall be capable of justifying the details of the fee proposal for operating costs relative to personnel costs, overhead, how the overhead rate is derived, material and time.

Profit (either % / actual cost) must be identified and negotiated as a separate element of the price of the contract. To comply, the respondent must disclose and certify in its proposal the percentage of profit being used.

There is an example provided on the first line below . All temporary labor positions and pay rates are provided and itemized out per current position on EXHIBIT D. Examples are provided to illustrate calculation expectations only and not meant to influence the proposers input for operating cost or profit. As mentioned above, profit will be negotiated as a separate element of price.

REGULAR TIME NON-OVERTIME RATES						
Item Number	*Job Class Codes	Job Name	Current Temporary Labor Class Code Pay Rate Ranges Per Hour	(Operating Costs) Excluding Profit	Profit Excluding Operating Costs	Total Cost for Class Code Per Pay Rate Range Per Hour
EXAMPLE	EXAMPLE	EXAMPLE	\$10.00 to \$15.00	2%	10%	\$11.20 to \$16.80
1	7520	Equipment Operator	\$15.00 to \$22.50	%	%	\$
2	8107	Utility/Skilled Labor Shop	\$15.00 to \$18.00	%	%	\$
3	7520	Semi-Skilled Labor	\$13.00 to \$17.00	%	%	\$
4	8810	Secretarial/Clerical	\$15.00 to \$19.00	%	%	\$

OVERTIME RATES						
Item Number	*Job Class Codes	Job Name	Current Temporary Labor Class Code Pay Rate Ranges Per Hour at Overtime Rates	(Operating Costs) Excluding Profit	Profit Excluding Operating Costs	Total Cost for Class Code Per Pay Rate Range Per Hour
EXAMPLE	EXAMPLE	EXAMPLE WITH TIME AND A HALF RATE FOR OVERTIME (Regular Rate Range in the example above was \$10.00 to \$15.00)	Overtime Rate Range EXAMPLE Time and a Half \$15.00 to \$22.50	1.4%	6.6%	\$16.20 to \$24.30
5	7520	Equipment Operator	\$22.50 to \$33.75	%	%	\$
6	8107	Utility/Skilled Labor Shop	\$22.50 to \$27.00	%	%	\$
7	7520	Semi-Skilled Labor	\$19.50 to \$25.50	%	%	\$
8	8810	Secretarial/Clerical	\$22.50 to \$28.50	%	%	\$

\*As defined by Texas Municipal League's "Classification Codes"

# EXHIBIT B

## Job Description and Rates

Job Name	Crew	Job Class	Rate
		Code	
Secretarial/ Clerical	Administration	8810	19.00
Secretarial/ Clerical	Engineering	8810	15.00
Secretarial/ Clerical	Engineering	8810	15.00
Utility/ Skilled Labor	Shop	8107	17.00
Utility/ Skilled Labor	Shop	8107	17.00
Utility/ Skilled Labor	Shop	8107	15.50
Utility/ Skilled Labor	Welding	8107	15.00
Utility/ Skilled Labor	Welding	8107	18.00
Utility/ Skilled Labor	Herbicide	8107	16.00
Utility/ Skilled Labor	Herbicide	8107	16.00
Utility/ Skilled Labor	Fencing	8107	16.00
Equipment Operator	CDL Dump Truck	7520	18.00
Equipment Operator	CDL Dump Truck	7520	18.00
Equipment Operator	CDL Dump Truck	7520	18.00
Equipment Operator	CDL Dump Truck	7520	18.00
Equipment Operator	CDL Dump Truck	7520	19.00
Equipment Operator	CDL Dump Truck	7520	18.00
Equipment Operator	CDL Dump Truck	7520	18.00
Equipment Operator	CDL Dump Truck	7520	18.00
Equipment Operator	CDL Dump Truck	7520	18.00
Equipment Operator	CDL Dump Truck	7520	18.00
Equipment Operator	CDL Dump Truck	7520	18.00
Equipment Operator	Equip Op	7520	19.00
Equipment Operator	Equip Op	7520	22.50
Equipment Operator	Equip Op	7520	22.50
Equipment Operator	Equip Op	7520	19.00
Equipment Operator	Equip Op	7520	19.00
Equipment Operator	Mowing	7520	15.00
Equipment Operator	Mowing	7520	17.00
Equipment Operator	Mowing	7520	15.00
Equipment Operator	Mowing	7520	18.00
Equipment Operator	Mowing	7520	15.00
Equipment Operator	Mowing	7520	16.00
Equipment Operator	Mowing	7520	17.00
Equipment Operator	Mowing	7520	16.00
Equipment Operator	Mowing	7520	18.00
Equipment Operator	Mowing	7520	15.00
Equipment Operator	Mowing	7520	15.00
Equipment Operator	Mowing	7520	15.00
Equipment Operator	Mowing	7520	15.00
Equipment Operator	Mowing	7520	15.00
Equipment Operator	Mowing	7520	17.00
Equipment Operator	Mowing	7520	17.00
Equipment Operator	Mowing	7520	17.00
Equipment Operator	Mowing	7520	15.00
Equipment Operator	Mowing	7520	15.00
Equipment Operator	Mowing	7520	15.00
Equipment Operator	Mowing	7520	15.00
Semi-Skilled Labor	Concrete	7520	17.00
Semi-Skilled Labor	Concrete	7520	16.00
Semi-Skilled Labor	Concrete	7520	16.00
Semi-Skilled Labor	Concrete	7520	17.00
Semi-Skilled Labor	Concrete	7520	13.00

## EXHIBIT B

### Job Description and Rates

Job Name	Crew	Job Class	Rate
		Code	
Semi-Skilled Labor	Concrete	7520	17.00
Semi-Skilled Labor	Concrete	7520	13.00
Semi-Skilled Labor	Concrete	7520	16.00
Semi-Skilled Labor	Concrete	7520	17.00
Semi-Skilled Labor	Concrete	7520	17.00
Semi-Skilled Labor	Weedeater	7520	16.00
Semi-Skilled Labor	Weedeater	7520	14.00
Semi-Skilled Labor	Weedeater	7520	14.00
Semi-Skilled Labor	Weedeater	7520	14.00

## **Exhibit C: Required RFP Forms**

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

## 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 Contractor, 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 Contractor, 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 sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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 Proposer, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Proposer's Authorized Official

\_\_\_\_\_  
Printed Name and Title of Proposer's Authorized Official

\_\_\_\_\_  
Date

**Proposer Must Complete and Return This Page With Offer**

## INSTRUCTIONS FOR COMPLETION OF SELF DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any Contractor, 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 sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, sub-grants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub-awardee," 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 Contractor making the award or loan commitment. Include at least one organizational level below Contractor name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) 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 Contractor). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal Contractor, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. 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.

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.

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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



### Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure)

<b>Type of Federal Action:</b> _____ a. contract _____ b. grant _____ c. cooperative agreement _____ d. loan _____ e. loan guarantee _____ f. loan insurance	<b>Status of Federal Action:</b> _____ a. bid/offer/application _____ b. initial award _____ c. post-award	<b>Report Type:</b> _____ a. initial filing _____ b. material change
<b>Name and Address of Reporting Entity:</b> _____ Prime _____ Sub-awardee Tier_____, if Known:		<b>If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime:</b>
<b>Congressional District, if known:</b>		<b>Congressional District, if known:</b>
<b>Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____	
<b>Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b>  \$ _____	
<b>10. a. Name and Address of Lobbying Registrant</b> (if individual, last name, first name, MI):	<b>b. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, MI):	
<b>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.</b>	<b>Signature:</b> _____ <b>Print Name:</b> _____ <b>Title:</b> _____ <b>Telephone No.:</b> _____ <b>Date:</b> _____	
<b>Federal Use Only</b>	<b>Authorized for Local Reproduction</b> Standard Form - LLL (Rev. 7-97)	

**Offeror Must Complete and Return This Page With Offer.**

(To be completed by awarded vendor)

CERTIFICATE OF INTERESTED PARTIES		FORM 1295	
<p>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.</p>		<b>OFFICE USE ONLY</b>  <a href="http://www.ethics.state.tx.us/File">www.ethics.state.tx.us/File</a>	
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.			
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.			
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.			
4		Nature of Interest (check applicable)	
Name of Interested Party	City, State, Country (place of business)	Controlling	Intermediary
5 Check only if there is NO Interested Party. <input type="checkbox"/>			
6 UNSWORN DECLARATION			
My name is _____, and my date of birth is _____.			
My address: _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country)			
I declare under penalty of perjury that the foregoing is true and correct.			
Executed in _____ County, State of _____, on the _____ day of _____, 20____.			
(month) (year)			
_____ Signature of authorized agent of contracting business entity (Declarant)			
ADD ADDITIONAL PAGES AS NECESSARY			
Form provided by Texas Ethics Commission			
<a href="http://www.ethics.state.tx.us">www.ethics.state.tx.us</a>			
Revised 12/22/2017			

## Vendor References

## Signature Page

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As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. Jefferson County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract.

Would Proposer be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions? .....**Yes** ☐ **No** ☐

This offer shall remain in effect for ninety (90) days from proposal opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The undersigned agrees, if this proposal is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Request for Proposal, Conditions of Request for Proposal, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other Proposer, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other Proposer or to any other person(s) engaged in this type of business prior to the official opening of this proposal. And further, that neither the Proposer nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to submit a proposal or not to submit a proposal thereon.

_____ Proposer (Entity Name)	_____ Signature
_____ Street & Mailing Address	_____ Print Name
_____ County, State & Zip	_____ Date Signed
_____ Telephone Number	_____ Fax Number
_____ E-mail Address	

**Proposer Must Complete and Return This Page With Offer.**

## Good Faith Effort (GFE) Determination Checklist

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***This information must be submitted with your bid.***

Proposer intends to utilize sub-Proposer s/subconsultants in the fulfillment of this contract (if awarded).

☐ Yes ☐ No

**Instructions:** In order to determine if a “Good Faith Effort” was made in soliciting HUBs for subcontracting opportunities, the following checklist and supporting documentation shall be completed by the Prime Proposer/Consultant and returned with the Prime Proposer/ Consultant’s bid. This list contains the **minimum** efforts that should be put forth by the Prime Proposer/Consultant when attempting to achieve or exceed the goals of HUB Sub-Proposer participation. The Prime Proposer/Consultant may extend his/her efforts in soliciting HUB Sub-Proposer participation beyond what is listed below.

### **Did the Prime Proposer/Consultant . . .**

- |                              |                             |  |
|------------------------------|-----------------------------|--|
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Sub-Proposer participation?  |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 2. <b>Notify</b> in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?   |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 3. <b>Provide</b> HUBs that were genuinely interested in bidding on a sub-Proposer , adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contract within the Prime Proposer/Consultant’s organization)? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 4. <b>Negotiate</b> in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive Proposers?   |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 5. <b>Document</b> reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?  |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 6. If Prime Proposer/Consultant has zero (0) HUB participation, <b>please explain the reasons why.</b>   |

**If “No” was selected, please explain and include any pertinent documentation with your bid.**

**If necessary, please use a separate sheet to answer the above questions.**

---

Printed Name of Authorized Representative

---

Signature

---

Title

---

Date

**Proposer Shall Return Completed Form with Offer.**

## Notice of Intent (NOI) to Subcontract with Historically Underutilized Business (HUB)

***This information must be submitted with your bid.***

Proposer intends to utilize sub-Proposer s/subconsultants in the fulfillment of this contract (if awarded).

☐ Yes ☐ No

**Instructions for Prime Proposer/Consultant:** Proposer shall submit this form with the bid; however, the information below may be submitted after contract award, but prior to beginning performance on the contract. Please submit one form for each HUB Sub-Proposer /Subconsultant with proper signatures, per the terms and conditions of your contract.

Proposer Name: \_\_\_\_\_ HUB: ☐ Yes ☐ No

Address: \_\_\_\_\_  
Street City State Zip

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Project Title & No.: \_\_\_\_\_

Prime Contract Amount: \$ \_\_\_\_\_

HUB Sub-Proposer Name: \_\_\_\_\_

HUB Status (Gender & Ethnicity): \_\_\_\_\_

Certifying Contractor: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County Drainage District No. 6 ☐ Tx Unified Certification Prog.

Address: \_\_\_\_\_  
Street City State Zip

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Proposed Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_ %

Description of Subcontract Work to be Performed: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Proposer Representative

\_\_\_\_\_  
Signature of Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of HUB

\_\_\_\_\_  
Signature of Representative

\_\_\_\_\_  
Date

**NOTE: NOTHING ON THIS NOTICE OF INTENT FORM IS INTENDED TO CONFER ANY RIGHTS, EXPRESSED OR IMPLIED, TO ANY THIRD PARTIES.**

Pre-Approval for Sub-Proposer Substitutions must be obtained from the District Board of Directors. The "HUB Sub-Proposer /Subconsultant Change Form" must be completed and faxed to 409-842-2629

**Proposer Shall Return Completed Form with Offer.**

# Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 1 OF 4

***This information must be submitted with your bid.***

Proposer intends to utilize sub-Proposer s/subconsultants in the fulfillment of this contract (if awarded).

☐ Yes ☐ No

Prime Proposer: \_\_\_\_\_ HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Project Title & No.: \_\_\_\_\_ RFP/RFP  
No.: \_\_\_\_\_

Total Contract: \$ \_\_\_\_\_ Total HUB Subcontract(s): \$ \_\_\_\_\_

Construction HUB Goals: 12.8% MBE:: \_\_\_\_\_ % 12.6% WBE: \_\_\_\_\_ %

Sub-goals: 1.6 African-American, 9.6% Hispanic, 0.6% Native American, 0.8% Asian American.  
Use these goals as a guide to diversify.

## FOR HUB OFFICE USE ONLY:

Verification date HUB Program Office reviewed and verified HUB Sub information Date: \_\_\_\_\_ Initials: \_\_\_\_\_

## PART I. HUB SUPROPOSER DISCLOSURE

HUB Sub-Proposer Name: \_\_\_\_\_

HUB Status (Gender & Ethnicity): \_\_\_\_\_

Certifying Contractor: ☐ Texas Bldg & Procurement Comm. ☐ Texas Unified Certification Prog.

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Proposed Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_ %

Description of Subcontract Work to be Performed: \_\_\_\_\_

**Proposer Shall Return Completed Form with Offer.**

# Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 2 OF 4

## HUB SUB-PROPOSER DISCLOSURE

### PART I: Continuation Sheet

(Duplicate as Needed)

HUB Sub-Proposer Name: \_\_\_\_\_

HUB Status (Gender & Ethnicity): \_\_\_\_\_

Certifying Contractor: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County Drainage District No. 6 ☐ Tx Unified Certification Prog.

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Proposed Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_ %

Description of Subcontract Work to be Performed: \_\_\_\_\_

HUB Sub-Proposer Name: \_\_\_\_\_

HUB Status (Gender & Ethnicity): \_\_\_\_\_

Certifying Contractor: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County Drainage District No. 6 ☐ Tx Unified Certification Prog.

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Proposed Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_ %

Description of Subcontract Work to be Performed: \_\_\_\_\_

All HUB Sub-Proposer Participation may be verified with the  
HUB Sub-Proposer (s) listed on Part I.

**Proposer Shall Return Completed Form with Offer.**

## Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 3 OF 4

### PART II: STATEMENT OF NON-COMPLIANCE FOR NOT MEETING HUB SUBCONTRACTING GOALS

**Please complete Good Faith Effort (GFE) Checklist and attach any supporting documentation.**

Our firm was unable to meet the HUB goals for this project for the following reasons:

- ☐ All sub-Proposer s to be utilized are "Non-HUBs." (Complete Part III)
- ☐ HUBs were solicited but did not respond.
- ☐ HUBs solicited were not competitive.
- ☐ HUBs were unavailable for the following trade(s):
- ☐ Other: \_\_\_\_\_

Was the Jefferson County Drainage District No. 6 HUB Office contacted for assistance in locating HUBs?

☐ Yes

☐ No

### PART III: DISCLOSURE OF OTHER "NON-HUB" SUBCONTRACTS

The Proposer shall use this area to provide a listing of all "Non-HUB" Sub-Proposer s, including suppliers, that will perform under this project. A list of those "Non-HUB" Sub-Proposer s the Proposer selects, after bid submission, shall be provided to the Purchasing Office not later than five (5) calendar days after being notified that Proposer is the apparent low Proposer. A list of those "Non-HUB" Sub-Proposer s that are selected after contract award must be provided **immediately** after their selection.

Sub-Proposer Name: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Proposed Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_ %

Description of Subcontract Work to be Performed: \_\_\_\_\_

Sub-Proposer Name: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Proposed Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_ %

Description of Subcontract Work to be Performed: \_\_\_\_\_

**Proposer Shall Return Completed Form with Offer**



## Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

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PAGE 4 OF 4

Sub-Proposer Name: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Proposed Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_ %

Description of Subcontract Work to be Performed: \_\_\_\_\_

---

Sub-Proposer Name: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Proposed Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_ %

Description of Subcontract Work to be Performed: \_\_\_\_\_

---

I hereby certify that I have read the *HUB Program Instructions and Information*, truthfully completed all applicable parts of this form, and **attached any necessary support documentation as required**. I fully understand that intentionally falsifying information on this document may result in my not receiving a contract award or termination of any resulting contract.

Name (print or type): \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Contact person that will be in charge of invoicing for this project:

Name (print or type): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

E-mail address: \_\_\_\_\_

**Proposer Shall Return Completed Form with Offer**

## Exhibit D: REQUIRED CONTRACT PROVISIONS

2 CFR 200.326 Contract provisions. The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

### All Contracts

THRESHOLD	PROVISION	CITATION
>\$150,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Contractor 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 Proposers violate or breach contract terms, and provide for such sanctions and penalties as appropriate.	2 CFR 200 APPENDIX II (A)
>\$10,000	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.	2 CFR 200 APPENDIX II (B)
None	Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 36 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 36 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 Contractor.	2 CFR 200 APPENDIX II (F)
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 government-wide 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)
None	Records of non-Federal entities. The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, the Texas General Land Office (GLO), and the pass-through entity, or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the non-Federal entity which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents.	2 CFR 200.336
None	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 Contractor or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-	2 CFR 200.333

THRESHOLD	PROVISION	CITATION
	<p>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 Contractor, cognizant Contractor for audit, oversight Contractor for audit, cognizant Contractor 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 Contractor 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 period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.</p>	
None	<p>Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.</p> <p>(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.</p> <p>(b) Affirmative steps must include:</p> <p>(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;</p>	2 CFR 200.321

THRESHOLD	PROVISION	CITATION
	<p>(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;</p> <p>(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;</p> <p>(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;</p> <p>(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Contractor of the Department of Commerce; and</p> <p>(6) Requiring the prime Proposer, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.</p>	
None	<p>Verification No Boycott Israel. As required by Chapter 2260, Government Code, PROPOSER hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.</p>	<p>Texas Government Code 2260.002</p>
None	<p>Foreign Terrorist Organizations. Pursuant to Chapter 2252, Texas Government Code, [Company] represents and certifies that, at the time of execution of this Agreement neither [Company], nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 806 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 806.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.</p>	<p>Texas Government Code 2252.152</p>
Option Contract Language for contracts awarded prior to Grant Award	<p>The contract award is contingent upon the receipt of CDBG-MIT funds. If no such funds are awarded, the contract shall terminate.</p>	<p>Optional</p>

EO Clause for Construction Contracts > \$10K including administration & engineering contracts associated with construction contracts

THRESHOLD	PROVISION	CITATION
>\$10,000	<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 11365, “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 Contractor 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 applicant 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 Proposer agrees as follows:</p> <p>(1) The Proposer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Proposer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:</p> <p>Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Proposer 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 Proposer will, in all solicitations or advertisements for employees placed by or on behalf of the Proposer, 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 Proposer 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</p>	<p>41 CFR §60-1.4(b) and 2 CFR 200 APPENDIX II (C)</p>

THRESHOLD	PROVISION	CITATION
	<p>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 Proposer's legal duty to furnish information.</p> <p>(4) The Proposer 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 Proposer'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 Proposer 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 Proposer 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 Contractor 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 Proposer'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 Proposer 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.</p> <p>(8) The Proposer will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-Proposer or vendor. The Proposer will take such action with respect to any subcontract or purchase order as the administering Contractor may direct as a means of enforcing such provisions, including sanctions for noncompliance:</p> <p>Provided, however, that in the event a Proposer becomes involved in, or is threatened with, litigation with a sub-Proposer or vendor as a result of such direction by the administering Contractor, the Proposer may request the United States to enter into such litigation to protect the interests of the United States.</p> <p>The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it</p>	

THRESHOLD	PROVISION	CITATION
	<p>participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any Contractor, instrumentality or subdivision of such government which does not participate in work on or under the contract.</p> <p>The applicant agrees that it will assist and cooperate actively with the administering Contractor and the Secretary of Labor in obtaining the compliance of Proposers and sub-Proposer s with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering Contractor 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 Contractor in the discharge of the Contractor's primary responsibility for securing compliance.</p> <p>The applicant 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 Proposer 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 Proposers and sub-Proposer s by the administering Contractor or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering Contractor 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 applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.</p> <p>(c) Subcontracts. Each nonexempt prime Proposer or sub-Proposer shall include the equal opportunity clause in each of its nonexempt subcontracts.</p> <p>(d) Inclusion of the equal opportunity clause by reference. The equal opportunity clause may be included by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Director of OFCCP may designate.</p> <p>(e) Incorporation by operation of the order. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the Contractor and the Proposer is written.</p> <p>(f) Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings.</p> <p>[80 FR 54965, Sept. 11, 2015]</p>	

THRESHOLD	PROVISION	CITATION
>\$2,000	<p><i>Compliance with the Davis-Bacon Act (40 U.S.C. 3141 et seq.) as supplemented by Department of Labor regulations (29 CFR part 5) and with the Copeland "Anti-Kickback" Act (18 U.S.C. 864; 40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR part 3):</i></p> <p>Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Proposers 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, Proposers must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding Contractor. 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, "Proposers and Sub-Proposers 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 Proposer or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding Contractor.</p>	2 CFR 200 APPENDIX II (D)
>\$100,000	<p>Contract Work Hours and Safety Standards Act (40 U.S.C. 3601-3608). 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. 3602 and 3604, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3602 of the Act, each Proposer 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. 3604 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.</p>	2 CFR 200 APPENDIX II (E)
>\$150,000	<p>Clean Air Act (42 U.S.C. 6401-6661q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1386), 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. 6401-6661q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1386). Violations must be reported to the</p>	2 CFR 200 APPENDIX II (G)



THRESHOLD	PROVISION	CITATION
	Federal awarding Contractor and the Regional Office of the Environmental Protection Contractor (EPA).	
>\$100,000	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Proposers that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Contractor, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.	2 CFR 200 APPENDIX II (I) and 24 CFR §560.303

THRESHOLD	PROVISION	CITATION
>\$100,000	<p>All Section 3 covered contracts shall include the following clause (referred to as the Section 3 clause):</p> <p>A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1601u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.</p> <p>B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.</p> <p>C. The Proposer agrees to send to each labor organization or representative of workers with which the Proposer has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Proposer's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.</p> <p>D. The Proposer agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the sub-Proposer is in violation of the regulations in 24 CFR part 135. The Proposer will not subcontract with any sub-Proposer where the Proposer has notice or knowledge that the sub-Proposer has been found in violation of the regulations in 24 CFR part 135.</p> <p>E. The Proposer will certify that any vacant employment positions, including training positions, that are filled (1) after the Proposer is selected but before the contract is executed, and (2) with persons other than those to whom the</p>	24 CFR §135.38

	<p>regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Proposer's obligations under 24 CFR part 135.</p> <p>F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.</p> <p>G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 6(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 6(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 6(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 6(b).</p>	
	<p>A non-Federal entity that is a state Contractor or Contractor of a political subdivision of a state and its Proposers must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Contractor (EPA) at 40 CFR part 246 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.</p> <p>[68 FR 68608, Dec. 26, 2013, as amended at 69 FR 65885, Dec. 19, 2014]</p>	<p>2 CFR 200 APPENDIX II (J)</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>