



COUNTY OF KAUFMAN | PURCHASING DEPARTMENT
100 N. Washington St. | Kaufman, Texas 75142
469-376-4548 | purchasing@kaufmancounty.net

Solicitation – RFP 20-26: Application and Administrative Services (Community Development Block Grant Program)

Return deadline is no later than: 2:00 p.m., Friday, September 25, 2020

Vendor Name: _____

RFP 20-26: Application & Administrative Services (Community Development Block Grant Program)

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LEGAL NOTICE

Kaufman County, Texas
Advertisement for Submittals

Sealed responses will be received in the office of the Purchasing Agent located at 100 N. Washington, Kaufman, Texas 75142 until **Friday, September 25, 2020 at 2:00 p.m.** for the following:

RFP 20-26: Application & Administrative Services (Community Development Block Grant Program)

Specifications may be obtained online (<https://www.kaufmancounty.net/county-offices/purchasing-agent/>), in the office of the Purchasing Agent, 100 N. Washington St., Kaufman, Texas, or requested by email (purchasing@kaufmancounty.net).

All submittals must be clearly addressed to the Purchasing Department and include the solicitation name and number on the outside of the package. The responses will be publicly opened, immediately following the closing date and time, in the Courthouse-Annex 2nd Floor Conference Room located at 100 N. Washington, Kaufman, Texas 75142.

Kaufman County cannot guarantee, due to internal mail delivery procedures, any submittals sent priority mail will be picked up from the post office by County mail employees and delivered to the Purchasing Department by the closing date and time. It is recommended that submittal deliveries be made either in person or via an alternate delivery method ensuring delivery to the physical address. ***Respondents shall bear full responsibility for ensuring that the submittal is delivered to the specified location by due date and time.*** Late submittals will be considered as non-responsive and returned un-opened.

SOLICITATION NAME:	Application & Administrative Services (Community Development Block Grant Program)
SOLICITATION NUMBER:	20-26
DUE DATE/TIME:	2:00 p.m., Friday, September 25, 2020
MAIL OR DELIVER TO:	Kaufman County Purchasing Department Attn: Raylan Smith Kaufman County Courthouse – Annex 100 N. Washington St. Kaufman, Texas 75142

County reserves the right to reject all submittals and to waive any informality in submittals received, deemed to be in the best interest of the County. No officer or employee of Kaufman County shall have a financial interest, direct or indirect, in any contract with Kaufman County.



A. Bid Instructions

1. Respondents are prohibited from contacting or communicating in any means with any consultant, employee, manager, or elected official of Kaufman County concerning this solicitation except for questions directed through the Kaufman County Purchasing Agent by email purchasing@kaufmancounty.net. Failure to comply with this guideline could result in disqualification from the solicitation process.
2. All submittals must be sealed when returned to Kaufman County and clearly addressed to the Purchasing Department, including the solicitation name and number on the outside of the package.

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Attn: Raylan Smith
Kaufman County Courthouse – Annex
100 N. Washington St.
Kaufman, Texas 75142

3. All documents relating to this solicitation will be posted under the solicitation number on the Kaufman County Purchasing Department website and available for download by respondents and other interested parties. It is the respondent's sole responsibility to review this site and retrieve all related documents prior to the solicitation due date.
4. Accuracy for all mathematical and number entries is the sole responsibility of the respondent. Kaufman County will not be responsible for errors made by the respondent.
5. Project Timetable:

Release Solicitation	August 25, 2020
Pre-bid / Site Evaluation(s)	n/a
Deadline for written questions	5:00 p.m., Friday, September 18, 2020
Deadline for Solicitation Submittals	2:00 p.m., Friday, September 25, 2020

B. Standard Terms and Conditions

By returning this solicitation response for **20-26: “Application & Administrative Services (Community Development Block Grant Program)”**, in its entirety, Respondent certifies and agrees to the following:

1. This solicitation embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters herein, and except as otherwise provided herein cannot be modified without written agreement of the parties. A contract will be executed after determination of the award.
2. Responses may be withdrawn prior to the official opening. Alterations made before the time of official opening must be initialed by Respondent guaranteeing authenticity. Submittals may not be amended, altered or withdrawn after the official opening, except upon the explicit recommendation of the Purchasing Agent and the formal approval of the Commissioners Court.
3. Alternate bids will not be considered unless authorized. If there is any question as to the specifications or any part thereof, Respondent may submit to the Purchasing Agent a request for clarification. Such requests must be received a minimum of five (5) business days prior to scheduled opening date. All questions and/or clarifications must be submitted by email to purchasing@kaufmancounty.net.
4. Non-performance or non-compliance of the Standard Terms & Conditions, or non-performance or non-compliance with the Specifications shall be basis for termination by Kaufman County of the bid or final executed contract. Termination in whole, or in part, by the County may be made solely at the County’s option and without prejudice to any other remedy to which Kaufman County may be entitled by law or in equity, or elsewhere under this solicitation or the agreement, by giving thirty (30) days written notice to the Respondent with the understanding that all work being performed under this agreement shall cease upon the date specified in such notice. Kaufman County shall not pay for work, equipment, services, or supplies which are unsatisfactory. The Respondent may be given reasonable opportunity prior to termination to correct any deficiency. This however shall in no way be construed as negating the basis for termination for non-performance or non-compliance.
5. Respondent shall make all inquiries necessary to be thoroughly informed as to the specifications and all other requirements proposed in the solicitation. Any apparent omission or silence of detail in the description concerning any point in the specifications shall be interpreted based on best commercial practices, and best commercial practices shall prevail.
6. The Respondent shall affirmatively demonstrate qualifications by meeting or exceeding the following minimum requirements:
 - a) Have adequate financial resources, or the ability to obtain such resources as required.
 - b) Be able to comply with any required or proposed delivery schedule.
 - c) Have a satisfactory record of performance.
 - d) Have a satisfactory record of integrity and ethics.
 - e) Be otherwise qualified and eligible to receive the award.
7. Only the Commissioners Court of Kaufman County, Texas, acting as a body may enter into any type of agreement or contract on behalf of Kaufman County. Department heads, other elected or appointed officials, are not authorized to enter into any type of agreement or contract on behalf of Kaufman County, or to agree to any type of supplemental agreements or contracts for goods or services. Contracts are subject to review by the County’s attorney prior to signature by the authorized County official.

8. The Respondent shall be considered an independent contractor and not an agent, servant, employee, or representative of the County in the performance of the work. No term or provision, hereof, or act of the Respondent shall be construed as changing that status.
9. The Respondent shall defend, indemnify, and shall save whole and harmless the County and all its officers, agents, employees, from and against all suits, actions, or claims of the character, name, and description brought for or on account of any injuries or damages (including but not restricted to death) received or sustained by any person(s) or property on account of, arising out of, or in connection with the performance of the work, including without limiting the generality of the foregoing, any negligent act or omission of the Respondent on the execution or performance of the Contract.
10. The Respondent agrees, during the performance of the work, to comply with all applicable codes and ordinance of the appropriate city, Kaufman County, or State of Texas as they may apply, as these laws may now read or as they may hereafter be changed or amended.
11. The Respondent shall obtain from the appropriate City, Kaufman County, or State of Texas the necessary permit(s) required by the ordinances of the City, County, or State for performance of the work.
12. The Respondent shall not sell, assign, transfer, or convey the agreement in whole or in part, without the prior written consent of the County.
13. The parties herein agree that the agreement shall be enforceable in Kaufman County, Texas, and if legal action is necessary to enforce it, exclusive venue shall lie in Kaufman County, Texas.
14. The agreement shall be governed by, and construed in accordance with, the Laws of the State of Texas and all applicable Federal laws.
15. Funding Clause – Payments required to be made by Kaufman County under the terms of the agreement shall be contingent upon and subject to the initial and continuing appropriation of funding for the agreement by and through the Commissioners Court of Kaufman County, Texas. In the event appropriations for funding of the agreement are not approved by and through the Commissioners Court, the contract shall terminate. Kaufman County shall, submit written notice to Respondent thirty (30) days prior to such termination. Upon notice of termination, as provided in this paragraph, the Respondent may submit a final invoice to the County and coordinate with the Purchasing Agent to remove all property belonging to said Respondent as soon as possible. Payment for final invoice will be subject to verification and approval by the Purchasing Agent. Thereupon, Kaufman County will be released from its obligation and make further payments.
16. Kaufman County is exempt from federal excise and sales taxes, ad valorem taxes, and personal property taxes; therefore, tax must not be included in proposals tendered. Proposals offered must be complete and all inclusive. Kaufman County will not pay additional taxes, surcharges or other fees not included in bid prices.
17. In case any one or more of the provisions contained in the solicitation shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and the agreement shall be considered as if such had never been contained herein.
18. Certificate of Insurance / Additional or alternate bonds – Respondent must provide a certificate of insurance or a statement of Respondent's insurance carrier certifying that the required coverage shall be obtained by Respondent within ten (10) days of formal award of the Contract. In the case where a certification letter

from an insurance carrier is attached to the bid in lieu of an insurance certificate, any formal award of a contract shall be contingent upon required coverage being put into force **prior** to any performance required by subject agreement. Additional or alternate bonds may be required in accordance with Texas statutes as outlined in the specifications. See EXHIBIT A – Standard Insurance & Bonding Requirements.

19. Kaufman County reserves the right to terminate an agreement / contract at any time, without cause, upon thirty (30) days written notice to Respondent. Upon termination, Kaufman County shall pay Respondent for those costs directly attributable to work done or supplies obtained in preparation for completion or compliance with the Contract, except no payment shall be made for costs recoverable by Respondent in the normal course of doing business or which can be mitigated through the sale of supplies or materials obtained for use under this Contract. It is further agreed by Respondent that Kaufman County shall not be liable for loss or reduction of any anticipated profit.
20. Respondents must agree to provide the following information as part of this response:
 - Form of business (if corporation, limited partnership, or limited liability company, indicate the state of creation)
 - Name of contact person (single point of contact with the Respondent)
 - List of all criminal charges, civil lawsuits, or dispute resolutions to which Respondent is a part in the past five (5) years and the nature of the issue. Indicate if and how it was resolved.
 - List of all criminal charges, civil lawsuits, or alternative dispute resolutions to which Respondent becomes a party for the period beginning with the submission of the proposal until the rejection of award of the bid / proposal.
 - Current fiscal year-end and year-to-date financial statements.
21. Kaufman County reserves the right to accept or reject any or all responses, with or without cause, to waive technicalities, or to accept the response which, in its sole judgment, best serves the interest of the County, or to award a contract to the next most qualified Respondent if a successful Respondent does not execute a contract within ten (10) business days after approval of the selection by the Kaufman County Commissioners Court. Kaufman County reserves the right to award multiple contracts as necessary and in the best interest of the County.
22. Kaufman County reserves the right to request clarification of information submitted and to request additional information of one or more Respondents.
23. Costs of preparation of a response to this solicitation are solely those of the Respondent. Kaufman County assumes no responsibility for any such costs incurred by the Respondent. The Respondent also agrees that Kaufman County assumes no responsibility for any costs associated with any administrative or judicial proceedings resulting from the solicitation process.
24. The awarding Respondent shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least two (2) years after completion of the contract resulting from this solicitation. Kaufman County shall have access to all records, documents and information collected and/or maintained by others during the administration of this agreement.
25. Respondent understands and agrees that in returning a response that it is neither an “offer” nor an “acceptance” until such time a formal contract is authorized /awarded by the Kaufman County Commissioners Court; if any.
26. Responses must be submitted on the forms provided and will not be considered if submitted by facsimile, email, or any other means of rapid dispatch, nor if submitted to any other person or department other than specifically instructed.

27. Gratuities – Kaufman County may, by written notice to the Respondent, cancel this contract without liability if it is determined by Kaufman County that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Respondent, or any agent or representative, to any officer or employee of Kaufman County with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a contract. In the event this contract is cancelled by Kaufman County pursuant to this provision, Kaufman County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Respondent in providing such gratuities.
28. Termination – The performance of work under this order may be terminated in whole or in part by the Buyer in accordance with this provision. Termination of work hereunder shall be affected by the delivery to the Respondent of a “Notice of Termination” specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Buyer.
29. Force Majeure – If, by reason of Force Majeure; either party hereto shall be rendered unable to wholly or in part to carry out its obligations under this Agreement then such party shall give sixty (60) day notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemies, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party have the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.
30. Assignment Delegation – No right or interest in this contract shall be assigned or delegation of any obligation made by Respondent without the written permission of Kaufman County. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
31. Waivers – No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.
32. Modification – Contract can be modified or rescinded only by a written and signed agreement by both of the parties duly authorized agents.
33. Applicable Laws – This agreement shall be governed by the Uniform Commercial Code. Wherever the term “Uniform Commercial Code” is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.

34. Advertising – Respondent shall not advertise or publish, without Kaufman County’s prior consent, the fact that Buyer has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.
35. Right to Assurance – Whenever one party to this contract in good faith has reason to question the other party’s intent to perform, he may demand that the other party give written assurance of his intent to perform. In the event a demand is made, and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.
36. Venue – Both parties agree that venue for any litigation arising from this contract shall be in Kaufman, Kaufman County, Texas.
37. No negotiations, decisions, or actions shall be executed by the Respondent as a result of any discussions with any public service official, employee, and/or consultant. Only those transactions provided in written form may be considered binding.
38. The contents of each response, including specifications shall remain valid for a minimum of sixty (60) calendar days form the Solicitation due date.
39. All documents submitted as part of the Respondent’s offering will be deemed confidential during the evaluation process.
40. Subcontracting – The Respondent must function as the single point of responsibility for the Agency. No response shall be comprised of separate pricing from multiple subcontractors. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The Contractor shall be fully responsible to the County for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the County and any such Subcontractor, nor shall it create any obligation on the part of the County to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the County. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:
 1. Require that all Deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
 2. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the County and the Contractor. The County may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the County;
 3. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the County in accordance with the terms of the Contract;
 4. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the County being a named insured as its interest shall appear; and
require that the Subcontractor indemnify and hold the County harmless to the same extent as the Contractor is required to indemnify the County.

41. Investigation of Conditions – Before submitting a response, vendors should carefully examine the specifications and fully inform themselves to the conditions of the equipment and limitations.
42. Ethics – The Respondent and/or representatives shall not offer nor accept gifts or anything of value, nor enter any business arrangement with any employee, official or agent of Kaufman County.
43. Design, Strength, Quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practice.
44. All hardware or any other item offered in this bid must be new and unused, unless otherwise specified, in first-class condition and of current manufacture.
45. Descriptions – Whenever an article or material is defined or used in the solicitation by describing a proprietary product or by using the name of a manufacturer, model number, or make, the term “or equal” if not inserted, shall be implied. Any reference to specified article or material shall be understood as descriptive, NOT restrictive, and used to indicate type and quality level desired for comparison purposes unless otherwise noted. Responses must be submitted on units of quantity specified, extended, and totaled. In the event of discrepancies in extension, the unit prices shall govern.
46. Addendum – Any interpretations, corrections, or changes to this solicitation will be made by addendum, unless otherwise stated. Issuing authority of addendum shall be the Commissioners Court of Kaufman County, Texas. Addendum will be made available online. Respondents shall acknowledge receipt of all addenda and include receipt and response to addenda with submission.
47. Patents / Copyrights – The successful Respondent agrees to protect Kaufman County from claims involving infringements of patents and/or copyrights.
48. Invoicing / Billing – Invoices will be submitted to the Kaufman County Auditor’s Office. All billings must have appropriate supporting documentation before such billings will be approved. Billing shall cover goods and services not previously invoiced. Vendor shall reimburse Kaufman County for any monies paid to Contractor for goods or services not provided of when goods/services provided do not meet the contract agreement or solicitation requirements. Payments made by the county shall not preclude the right of the County from thereafter disputing any items involved or billed under the contract agreement or solicitation and shall not be construed as acceptance of any part of the goods or services. Contractor understands and agrees that any funds paid under this contract are contingent upon satisfactory delivery of the Services as described in this contract and subject to routine processing. No payment, on any basis, will be made for unsatisfactory work.

Contractor agrees to submit complete, fully documented and accurate itemized statement of invoices with appropriate / applicable attachments and documentation, as required by the County for all goods, services, and work performed following acceptance of goods, services, or work by the County.

At minimum, the original invoices submitted against the solicitation, must reference all the following information:

- a) Contractor / Vendor Name
- b) Contractor / Vendor Address
- c) Contractor / Vendor Contact Information
- d) Contractor / Vendor Telephone Number and Email
- e) Contractor / Vendor Remittance to Address
- f) Invoice Date

54. Silence of Specification – The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices may prevail. All interpretations of these specifications shall be made based on this statement.
55. Evaluation Criteria, shall include, but not be limited to the following:
- a) Unit price
 - b) Delivery
 - c) Vendor’s past performance record with Kaufman County
 - d) Evaluation of vendor’s ability to perform
 - e) Kaufman County’s experience with product(s) bid
 - f) Special needs and requirements of Kaufman County
 - g) Results of performance evaluation (if requested or needed)

Kaufman County reserves the right to select evaluation methods deemed most appropriate. Each bid will be evaluated on a case-by-case basis, regarding of any previous evaluation method.

56. Contract Award – Kaufman County reserves the right to reject all responses and to waive any minor informality or irregularity in a vendor’s response if deemed in the best interest of the County. Award of contract (if any) resulting from this solicitation will be made only by written authorization from Kaufman County Commissioners Court, which will be followed by the issuing of a Purchase Order or a letter noting the award. The purchase order or letter of award, together with the signed solicitation documents may be construed as a contractual agreement.
57. **Conflict of Interest Questionnaire (CIQ) Form** – Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form (CIQ), the vendor or person’s affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of Kaufman County no later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. By submitting a response to this request, the vendor represents that it is following the requirements of Chapter 176 of the Texas Local Government Code. Original, completed forms should be included, if applicable, in your response.
58. **Certificate of Interested Parties Form 1295** – In 2015, In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a government entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties form to the governmental entity or state agency at the time the business entity submits the signed contract to the government entity or state agency. The form discloses any interested parties who have a controlling interest (10% or more ownership) in the business entity and those who actively participate in facilitating the contract or negotiate the terms of the contract (broker, intermediary, advisor, and/or attorney), if any. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The “Certificate of Interested Parties” form must be completed on the Texas Ethics Commission website, printed, signed, and submitted to the County by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury prior to final contract execution. To obtain additional information on HB 1295, to learn more about Texas Ethics Commission process to create a new account or to complete an electronic version of Form 1295 for submission with a signed contract, please go to the following website: <https://www.ethics.state.tx.us/tec/1295-Info.htm>.

Instructional videos for business entities on how to file online can be found at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

The identification number (section 3 of form 1295) is this solicitation number.

59. **Nondiscrimination Authorities** – The Respondent, for itself, its assignees, and successors in interest agrees to comply with the following nondiscrimination statues and authorities; including but not limited to: Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq., 78 stat. 252), and 49 CFR Part 21. The respondent will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements or materials and leases of equipment. The Respondent will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices.
60. **TEXAS PUBLIC INFORMATION ACT** – All responses submitted to Kaufman County become the property of Kaufman County and are subject to the Public Information Act (Texas Government Code Chapter 552). The interested firms/individuals should familiarize themselves with the provisions of the Act. In no event shall Kaufman County, or any of its agents, representatives, consultants, directors, officers, or employees, be liable to a firm/individual for the disclosure of all or any portion of a response submitted pursuant to the solicitation. If a firm/individual has special concerns about information that it desires to make available to Kaufman County, but which it believes constitutes a trade secret, proprietary information, or other information excepted from disclosure, such firm/individual should specifically and conspicuously designate (i.e., mark confidential) each page of that information, which the Respondent believes, should not be disclosed outside Kaufman County. Disclosure of requested information will be subject to the Texas Public Information Act.
61. **Purchasing Agent as Contract Administrator** – The Purchasing Agent will serve as sole liaison between the Kaufman County Commissioners Court, the affected Kaufman County Departments, and the successful vendor. Unless directly outlined in this specification the vendor shall consider only the Purchasing Agent authorized to communicate, by any means, information or suggestions throughout the solicitation process. The Purchasing Agent has been designated the responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection, and delivery. The County will not pay for work, equipment or supplies, which it deems unsatisfactory. Vendors will be given a reasonable opportunity to correct deficiencies before termination. This, however, shall in no way be construed as negating the basis for termination for non-performance.

RESPONDENT’S ACCEPTANCE – By submitting a response to this solicitation, the respondent certifies that it has fully read and understands the terms, conditions, and statements and has knowledge of the scope and quality of the services to be furnished and intends to adhere to the provisions described herein. Respondent understands and agrees that this solicitation is issued predicated on anticipated requirements for Kaufman County and that Kaufman County has made no representation, written or oral, that any such requirements be furnished under a contract arising from this solicitation. Respondent acknowledges and understand that the Commissioners Court of Kaufman County reserves the right to refuse to award a contract for any or all services covered in this solicitation. Furthermore, Respondent recognizes and understands that any cost borne by the Respondent which arises from Respondent’s performance hereunder shall be at the sole risk and responsibility of the Respondent.

Signature

Printed Name

Date

This original, along with original signature MUST be returned with solicitation response



C. Introduction to Offerors

Kaufman County seeks to develop an application for eligible activities associated to the Texas Community Development Block Grant Program. Accordingly, the County is soliciting proposals from Qualified Professional Administrative Consultants for Application Preparation and Project Administration. The following outlines the request for proposals:

- I. Scope of Work – the professional / administration / management firm / consultant to be hired is to provide contract-related management services to Kaufman County, including but not limited to the following areas:
 - Application Preparation Services
 - Project Management
 - Financial Management
 - Environmental Review
 - Real Property Acquisition / URA
 - Construction Management
 - Fair Housing / Equal Opportunity
 - Housing rehabilitation / affordable housing (if applicable)
 - Audit / Contract Close-out Assistance

- II. Statement of Qualifications – the County is seeking to contract with a competent professional administration / management firm / consultant that has had experience in grants / contracts administration. Specifically, it is seeking those consultant(s) or firm(s) with the following qualifications:
 - Related experience in managing federally funded local public works construction projects
 - Related experience / Background with specific project type
 - Certified Administrator of TxCDBG Program by TDA – please include copy / copies of TxCDBG Certified Administrator Certificate(s) for any staff person(s) that intend to perform grant administration on behalf of Kaufman County.
 - Consultant / Firm is not debarred or suspended from the Excluded Parties List System (EPLS) in the System for Award Management (SAM) – Offerors are strongly encouraged to review and update (if applicable) their firm’s SAM (System for Award Management) status prior to Proposal Submission.

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

- III. Proposed Cost of Services – please provide your cost proposal to accomplish the scope of work by category outlined above and for any additional activities required. The proposed budget must include all costs that

are necessary to successfully complete this project. Please note the County of Kaufman will not use lowest / best bid as the sole basis for entering this contract.

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

CRITERIA	MAXIMUM POINTS
EXPERIENCE	30
WORK PERFORMANCE	30
CAPACITY TO PERFORM	20
PROPOSED COST	20
	100

V. Deadline for Submission – proposals must be received no later than **2:00 p.m., Friday, September 25, 2020** at the following address: Purchasing Agent, Kaufman County, 100 N. Washington Street, Kaufman, Texas 75142.



COUNTY OF KAUFMAN | PURCHASING DEPARTMENT
100 N. Washington St. | Kaufman, Texas 75142
469-376-4548 | purchasing@kaufmancounty.net

RFP 20-26: Application & Administrative Services (Community Development Block Grant Program)

COMPLIANCE WITH FEDERAL AND STATE LAWS

CERTIFICATION OF ELIGIBILITY: By submitting a response to this solicitation, the Respondent certifies that at the time of submission, they are not on the Federal Government’s list of suspended, ineligible, or debarred entities. In the event of placement on the list between the time of solicitation submission and time of award, the Respondent will notify the Kaufman County Purchasing Agent. Failure to do so may result in terminating the contract for default.

RELATING TO STATE CONTRACTS WITH AND INVESTMENTS IN COMPANIES THAT BOYCOTT ISRAEL AND INVESTMENTS IN COMPANIES THAT DO BUSINESS WITH IRAN, SUDAN, OR ANY KNOWN FOREIGN TERRORIST ORGANIZATION: Effective September 1, 2017, Respondent verifies that they do not boycott Israel and will not boycott Israel during the term of this contract. The term “boycott Israel” is defined by Government Code Section 808.001, effective September 1, 2017. Respondent further verifies that they are not engaged in business with any foreign terrorist organization. The term “foreign terrorist organization” means an organization designed as a foreign terrorist organization by the United State Secretary of State as authorized by 8 U.S.C. Section 1189.

DISCLOSURE OF INTERESTED PARTIES: The law states that a governmental entity may not enter certain contracts with a non-exempt business entity unless the business entity submits a disclosure of interested parties to the government entity. By submitting a response to this solicitation, the Respondent agrees to comply with HB 1295, Government Code 2252.908. Respondent agrees to provide Kaufman County Purchasing Agent, and/or requesting department, the “Certificate of Interested Parties”, Form 1295 as required, within ten (10) business days from notification of pending award, renewal, amended, or extended contract.

Signature

Printed Name

Date

This original, along with original signature MUST be returned with solicitation response

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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

Yes No

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

Yes No

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

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

7

Signature of vendor doing business with the governmental entity

Date

This original, along with original signature MUST be returned with solicitation response

RFP 20-26: Application & Administrative Services (Community Development Block Grant Program)

Respondent References

Please list three (3) references, **other than Kaufman County**, who can verify your performance as a Vendor. Performance includes, but not limited to, sales and/or service, delivery, invoicing, and other items as may be required to Kaufman County to determine Vendor's ability to provide the intended goods or service of the bid. Kaufman County **prefers** references to be from Government customers. References must be able to verify the quality of service Vendor's company provides and that the Bidder has completed a project of similar size and scope of work in this response. Inaccurate, obsolete or negative responses from the listed references could result in rejection of your bid.

Failure to supply required references **will** deem the bid as non-responsive and it will not be considered for award.

Bidder involvement with reference checks is not permitted. Only Kaufman County or its designee will conduct reference checks. Any deviation to this will result in rejection of your response.

REFERENCE ONE

Government / Company Name: _____
Address: _____
Contact Person and Title: _____
Telephone Number: _____
Email Address: _____
Scope of Work: _____
Contract Period: _____

REFERENCE TWO

Government / Company Name: _____
Address: _____
Contact Person and Title: _____
Telephone Number: _____
Email Address: _____
Scope of Work: _____
Contract Period: _____

REFERENCE THREE

Government / Company Name: _____
Address: _____
Contact Person and Title: _____
Telephone Number: _____
Email Address: _____
Scope of Work: _____
Contract Period: _____

This original, along with original signature MUST be returned with solicitation response

RFP 20-26: Application & Administrative Services (Community Development Block Grant Program)

RESPONDENT SIGNATURE FORM

The undersigned, on behalf of and as the authorized representative of Respondent, agrees this solicitation becomes the property of Kaufman County after the official opening.

The undersigned affirms the Respondent has familiarized itself with the local conditions under which the work is to be performed; satisfied itself of the conditions of delivery, handling and storage of equipment and all other matters that may be incidental to the work, before submitting a response.

The undersigned agrees, on behalf of Respondent, that if this response is accepted, to furnish all items/ services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the Specifications. The period for acceptance of this response will be ninety (90) calendar days.

The undersigned affirms that they are duly authorized to execute this contract, that this solicitation has not been prepared in collusion with any other Respondent, nor any employee of Kaufman County, and that the contents of this solicitation have not been communicated to any other Respondent or to any employee of Kaufman County prior to the official opening of this solicitation.

Respondent hereby assigns to purchase all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the United State, Tex. Bus. & Com. Code, Section 15.01, et seq.

The undersigned affirms that they have read and do understand the specifications and any attachments contained in this SOLICITATION package. ***Failure to sign and return this form will result in the rejection of the entire response.***

Signature: _____

Printed Name:		Title	
Company Name		Address City, State, Zip	
Email		Phone (office)	
Phone (cell)		COMPANY IS: Included in a Corporate Income Tax Return? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Email		Corporation organized and existing under the laws of the State of:	
Phone (Office)		Partnership consisting of:	
Phone (Cell)		Individual trading as:	
		Principal offices are in the City of:	

This original, along with original signature MUST be returned with solicitation response

RFP 20-26: Application & Administrative Services (Community Development Block Grant Program)

**Kaufman County Purchasing Department
Certification and Representations MWBE Status**

_____ is certified as a:

(Check one, if applicable)

DISADVANTAGED BUSINESS ENTERPRISE _____

MINORITY-OWNER BUSINESS ENTERPRISE _____

WOMEN-OWNED BUSINESS ENTERPRISE _____

A copy of the certification from _____ is attached.

**** NOTE ****

THIS DATA IS REQUESTED FOR INFORMATIONAL PURPOSES ONLY AND WILL NOT AFFECT THE BID AWARD.

(SUBMISSION OF THIS INFORMATION IS NOT A REQUIREMENT)

- A. The contractor (successful bidder) and/or any subcontractor(s), if permitted, certifies complete compliance with the Federal Civil Rights Law and the Americans with Disabilities Act, agreeing to non-discrimination based on race, age, color, religion, disability, gender, ancestry, national origin, or place of birth in employment practices, programs, and transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.
- B. The contractor shall in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, age, color, religion, disability, gender, ancestry, national origin, or place of birth.
- C. Upon request by the Kaufman County, the contractor shall furnish all information on reports required to investigate his/her payrolls and personnel records, which pertain to current contract(s) with the County for purposes of ascertaining compliance with this non-discrimination certification.

RFP 20-26: Application & Administrative Services (Community Development Block Grant Program)

NO-BID RESPONSE

In the event that your organization chooses not to submit a bid / proposal for this solicitation, the Kaufman County Purchasing Department is interested in the reasons why vendors have chosen not to submit bids / proposal in order to better serve the taxpayers of Kaufman County. Please indicate your reason(s) by checking all applicable items below and return this form to the address shown below.

- Could not meet specifications
- Items or materials requested not manufactured by us or not available to our company
- Insurance requirements too restricting
- Bond requirements too restricted
- Scope of services not clearly understood or applicable (too vague, too rigid, etc.)
- Project not suited to our organization
- Quantities too small
- Insufficient time allowed for preparation of bid / proposal
- Other – please specify:

Vendor Name: _____

Contact Person: _____

Telephone: _____

Email: _____

Please send your response to:

**Kaufman County Purchasing Department
100 N. Washington Street | Kaufman, Texas 75142
Email: purchasing@kaufmancounty.net**

EXHIBIT A: Standard Insurance & Bonding Requirements

The Contractor shall procure and maintain at its sole cost and expense for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, volunteers, employees, or subcontractors. The Contractor's insurance coverage shall be primary insurance with respect to the County, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees, or volunteers shall be considered in excess of the Contractor's insurance and shall not contribute to it. Further, the Contractor shall include all subcontractors as additional insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all the requirements herein. **All Certificates of Insurance and endorsements shall be furnished to the County's Purchasing Agent and approved by the County before work commences.**

62. Standard Insurance Policies Required:

- a) Commercial General Liability Policy
- b) Automobile Liability Policy
- c) Worker's Compensation Policy

General Requirements applicable to all policies:

- a) Only insurance carriers licensed and admitted doing business in the State of Texas will be accepted.
- b) Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
- c) "Claims Made" policies will not be accepted.
- d) Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to Kaufman County.
- e) All insurance policies shall be furnished to Kaufman County upon request.

Commercial General Liability

- a) General Liability insurance shall be written by carrier with an A: VIII or better rating in accordance with the current Best Key Rating guide.
- b) Minimum Combined Single Limit of \$1,000,000 per occurrence for bodily injury and property damage with Kaufman County named as an additional insured.
- c) No coverage shall be deleted from the standard policy without notification of individual exclusions being attached for review and acceptance.

Automobile Liability

1. General Liability Insurance shall be written by a carrier with an A: VIII or better rating in accordance with the current Best Key Rating Guide.
2. Minimum Combined Single Limit of \$600,000 per occurrence for bodily injury and property damage.

63. Workers Compensation Insurance – Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas compensation insurance policy; either directly through their employer's policy (the Contractor's or subcontractor's policy) or through an executed coverage agreement on an approved TWCC form. Accordingly, if a subcontractor does not have his or her own policy and a coverage agreement is used, Contractors and subcontractors must use that portion of the form whereby the hiring contractor agrees to provide coverage to the employees of the subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent contractor may not be used. The worker's compensation insurance shall include the following terms:

- a) Employer's Liability limits of \$500,000 for each accident is required.

- b) "Texas Waiver of Our Right to Recover from Others Endorsement" shall be included in this policy.
(Waiver of Subrogation)

Pursuant to the explicit terms of Title 28, Section 110.1(c) (7) of the Texas Administrative Code, the Proposal / Bid specifications, this agreement, and all subcontracts on this Project must include the following terms and conditions in the following language, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation:

Definitions:

Certificate of coverage ("certificate") – a copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Worker's Compensation Commission, or a coverage agreement (TWCC-81, TWCC-83, or TWCC-84) showing statutory worker's compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project – includes the time from the beginning of the work on the project until the Contractor's/ person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractors" in section 406.096 of the Texas Labor Code)

– includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person has employees. This includes, without limitation, independent Contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity or employees of any entity which furnishes persons to provide services on the projects. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other services related to a project. "Services" does NOT include activities unrelated to the project, such as food / beverage respondents, office supply deliveries, and delivery of portable toilets.

- The Contractor shall provide coverage, based on the proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011 (44) for all employees of the Contractor providing services on the project, for the duration of the project.
- The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 1. A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file providing services on the project, and certificates of coverage showing coverage for all persons; and
 2. No later than seven (7) calendar days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
 3. The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) calendar days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Worker's Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:

1. provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreement, that meets the statutory requirements of Texas Labor Code, Section 401.011 (44) for all of its employees providing services on the project, for the duration of the project;
2. provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
3. provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project;
4. obtain from each other person with whom it contracts, and provide to the Contractor:
 - a. a certificate of coverage, prior to the other person beginning work on the project; and
 - b. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
5. retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
6. notify the governmental entity in writing by certified mail or personal delivery, within ten (10) calendar days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
7. contractually require each person with whom it contracts, to perform as required; with the certificates of coverage to be provided to the person for whom they are providing services.

By signing a contract with Kaufman County, or providing, or causing to be provided a certificate of coverage, the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier, or in the case of a self-insured, with the commission's Division of Self-Insurance regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

CERTIFICATES OF INSURANCE shall be prepared and executed by the insurance company or its authorized agent, and shall contain the following provisions and warranties:

- a) The company is licensed and admitted doing business in the State of Texas.
- b) The insurance policies provided by the insurance company are underwritten on forms that have been provided by the Texas State Board of Insurance or ISO.
- c) All endorsements and insurance coverage according to requirements and instructions contained herein.
- d) The form of the notice of cancellation, termination, or change in coverage provisions to Kaufman County.
- e) Original endorsements affecting coverage required by the section shall be furnished with the certificates of insurance.

64. **Bonding Requirements.** If applicable, a Bid Bond shall be required. Pursuant to the provision of Section 262.032(a) of the Texas Local Government Code, if the contract contemplated by this request is a bid for

the construction of public works, or will be under a contract exceeding \$100,000, Kaufman County may require the vendor to execute a good and sufficient bid bond in the amount of five percent (5%) of the total contract price. Said bond shall be executed with a surety company authorized to do business in the State of Texas.

If applicable, a Performance Bond shall be required. Pursuant to the provisions of Section 262.032(b) of the Texas Local Government Code, within thirty (30) days of the date of the signing of a contract or issuance of a purchase order following the acceptance of a bid by Kaufman County Commissioners Court and prior to commencement of the actual work, the successful vendor shall furnish a performance bond to Kaufman County for the full amount of the contract if the contract exceeds \$50,000. Said bond shall be for the purpose of insuring the faithful performance of the work in accordance with the plans, specifications, and contract documents associated with the contract.

If applicable, a Payment Bond shall be required. Pursuant to the provisions of Section 2253.021, Texas Local Government Code, if the amount of the contract awarded to the successful vendor exceeds \$25,000 the successful vendor shall execute a payment bond in the amount of the contract. Said bond is solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the prime contractor or a subcontractor to supply public work labor or material. This bond must be issued to the County within ten (10) days of the award of the contract and before vendor begins the work.

EXHIBIT B – SAMPLE CONTRACT

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

(SEE ATTACHED PAGES 1-12)

EXHIBIT B – SAMPLE CONTRACT

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

Administration / Professional Services

PART I
AGREEMENT

THIS AGREEMENT, entered into this ____ day of _____, 2020 by and between the County of Kaufman, Texas hereinafter called the “County”, acting herein by _____ hereunto duly authorized, and _____ hereinafter called “the Contractor”, acting herein by _____.

WITNESSETH THAT:

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

NOW THEREFORE, the parties do mutually agree as follows:

1. Scope of Services – the contractor will perform the services as set out in Part II, Scope of Services.
2. Time of Performance – the services of the Contractor shall commence on _____
In any event, all the services required and performed hereunder shall be completed no later than _____.
3. Local Program Liaison – for purposes of this Contract, the [Kaufman County Representative] or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Contractor. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.
4. Access to Records – The U.S. Department of Housing and Urban Development (HUD), Inspectors, General, the Comptroller General of the United States, and Texas Department of Agriculture (TDA), and the County, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Contractor which are pertinent to the TxCDBG award, in order to make audits, examinations, excerpts, and transcripts, and to close out the County’s TxCDBG contract with TDA.
5. Retention of Records – the Contractor shall retain all required records for three (3) years after the County makes its final payment and all pending matters are closed.
6. Compensation and Method of Payment – the maximum amount of compensation and reimbursement to be paid hereunder shall not exceed \$_____. Payment to the Contractor shall be based on satisfactory completion identified milestones in Part III – Payment Schedule of this Agreement.

7. Indemnification – the Contractor shall comply with the requirements of all applicable laws, rules, and regulations, and shall exonerate, indemnify, and hold harmless the County and its agency members from and against any and all claims, costs, suits, and damages, including attorneys’ fees, arising out of Contractor’s performance or nonperformance of the activities, services or subject matter called for in this agreement or in connection with the management and administration of the TxCDBG contract, and shall assume full responsibility for payments of Federal, State, and local taxes on contributions imposed or required under the Social Security, worker’s compensation and income tax laws.
8. Miscellaneous Provisions –
- a. This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Kaufman County, Texas.
 - b. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.
 - c. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
 - d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney’s fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
 - e. This agreement may be amended by mutual agreement of the parties hereto and a writing to be attached to an incorporated into this Agreement.
9. Extent of Agreement – this Agreement, which includes Parts I-IV, [and if applicable,] including the following exhibits / attachments represents the entire and integrated agreement between the County and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by authorized representatives of both County and Contractor.

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

BY: _____
Hal Richards, County Judge

BY: _____
(Contractor’s Authorized Representative)

(Printed Name)

(Title)

PART II
SCOPE OF SERVICES

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

A. Project Management –

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

B. Financial Management

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

C. Environmental Review

1. Prepare environmental assessment.
2. Coordinate environmental clearance procedures with other federal or state agencies and interested parties responsible for implementing applicable laws.
3. Document consideration of any public comments.

4. Prepare any required re-assessment of environmental assessment.
5. Prepare Request for Release of Funds and certifications to be sent to TDA.

D. Acquisition

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

E. Construction Management

1. Establish procedures to document expenditures associated with local construction of the project (if force account is applicable).
 - Assist County in determining whether and/or what TxCDBG contract activities will be carried out in whole or in part via force account labor.
 - Assist County in determining whether it will be necessary to hire temporary employees to specifically carry out TxCDBG contract activities.
 - Assist County in maintaining adequate documentation of personnel, equipment, and materials expended / used and their costs.
2. Assist County in documenting compliance with all federal and state requirements related to equal employment opportunity.
3. Assist County in documenting compliance with all federal and state requirements related to minimum wage and overtime pay requirements.
4. Aid or act as local labor standards officer. Notify TDA in writing of name, address, and phone number of approved labor standards compliance officer.
5. Request wage rates from TDA.
6. Provide sample TxCDBG contract documents to engineer.
7. Advertise for bids.
8. Make ten-day call to TDA.
9. Verify construction contractor eligibility with TDA.
10. Review construction contract.
11. Conduct pre-construction conference and prepare minutes.
12. Submit any reports of additional classification and rates to TDA.
13. Issue Notice of Start of Construction to TDA.
14. Review weekly payrolls, including compliance follow-ups. Conduct employee interviews.
15. Process change orders approved by County and the project engineer and submit to TDA prior to execution with the construction contractor.
16. Obtain Certificate of Construction Completion / Final Wage Compliance Report and submit to TDA.
17. Provide general advice and technical assistance to County personnel on implementation of project and regulatory matters.

F. Fair Housing / Equal Opportunity

1. Assist the County in developing, implementing, and documenting new activities to affirmatively further fair housing during the contract period.
2. Maintain documentation of all project beneficiaries by ethnicity and gender.
3. Assist with the development and administration of the Citizen Participation Plan per 24 CFR Part 91, including grievance procedures.
4. Assist with Section 3 requirements per 24 CFR Part 135.
5. Prepare all Section 504 requirements per 24 CFR Part 8.

6. Provide all applicable equal opportunity provisions and certifications for inclusion in bid packet.
7. Ensure adoption of Excessive Force provision per 24 CFR Part 91.
8. Ensure the adequate publication of required notices.

G. Relocation

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

H. Rehabilitation of Private Property

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

I. Audit / Close-out Procedures

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

**PART III
PAYMENT SCHEDULE**

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

MILESTONE / TASK	% OF CONTRACT FEE
Establishment of Recordkeeping System	5%
Completion of Environmental / Special Conditions Clearance	15%
Completion of all Acquisition Activities	10%
Completion of the Bid / Contract Award Process	15%
Labor Standards Compliance / Completion of Construction	15%
Comply with EEO / Fair Housing Requirements	10%
Program and Financial Management	20%
Filing of all Required Close-out Information	10%
TOTAL	100%

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

SAMPLE

**PART IV
TERMS AND CONDITIONS**

1. Termination for Cause – if the Contractor fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor violates any of the covenants, conditions, agreements, or stipulations, of this Agreement, the County shall have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, which shall be at least five (5) days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor pursuant to this Agreement shall, at the option of the County, be turned over to the County and become the property of the County. In the event of termination for cause, the Contractor shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.

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

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

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

3. Changes – The County may, from time to time, request changes in the services the Contractor will perform under this Agreement. Such changes, including any increase or decrease in the amount of the Contractor's compensation, must be agreed to by all parties and finalized through a signed, written amendment to this Agreement.
4. Resolution of Program Non-Compliance and Disallowed Costs. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state, or TxCDBG program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, questions, or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Agreement and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation

equally. *[This section may also provide for the qualifications of the mediator(s), the locale of meetings, time limits, or any other item of concern to the parties].*

If the matter is not resolved through such mediation within 60-days of the initiation of that procedure, either party may proceed to file suit.

5. Personnel
 - a. The Contractor represents that he / she / it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the County.
 - b. All the services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
 - c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the County. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.
6. Assignability. The Contractor shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the County thereto; Provided, however, that claims for money by the Contractor from the County under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the County.
7. Reports and Information. The Contractor, at such times and in such forms as the County may require, shall furnish the County such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.
8. Records and Audits. The Contractor shall insure that the County maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner that conforms to 2 CFR 200.300-.309, 24 CFR 570.490, and this Agreement. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Agreement. County shall retain such records and any supporting documentation, for the greater of three (3) years from closeout of the Agreement or the period required by other applicable laws and regulations.
9. Findings Confidential. All reports, information, data, etc., prepared or assembled by the Contractor under this contract are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the County.
10. Copyright. No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the contractor.
11. Compliance with Local Laws. The Contractor shall comply with all applicable laws, ordinances, and codes of the State and local governments, and the Contractor shall save the County harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.
12. Conflicts of Interest.

- a. **Governing Body.** No member of the governing body of the County and no other officer, employee, or agent of the County, who exercises any functions or responsibilities in connection with administration, construction, engineering, or implementation of the TxCDBG award between TDA and the County shall have any personal financial interest, direct or indirect, in the Contractor or this Agreement; and the Contractor shall take appropriate steps to assure compliance.
 - b. **Other Local Public Officials.** No other public official who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering, or implementation of the TxCDBG award between TDA and the County shall have any personal financial interest, direct or indirect, in the Contractor or this Agreement; and the Contractor shall take appropriate steps to assure compliance.
 - c. **Contractor and Employees.** The Contractor warrants and represents that it has no conflict of interest associated with the TxCDBG award between TDA and the County or this Agreement. The Contractor further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the TxCDBG award between TDA and the County or in any business, entity, organization, or person that may benefit from the award. The Contractor further agrees that it will not employ an individual with a conflict of interest as described herein.
13. **Debarment and Suspension (Executive Orders 12549 and 12689).** The Contractor certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally assisted programs under Executive Orders 12549 (1986) and 12689 (1989). The term “principal” for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor. The Contractor understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, “Debarment and Suspension”.

Federal Civil Rights Compliance

14. **Equal Opportunity Clause (applicable to contracts and subcontracts over \$10,000).** During the performance of this contract, the Contractor agrees as follows:
- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - c. The Contractor will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or

disclosed the compensation of the employee or applicant or other 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 change, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- d. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this Section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - e. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity", and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - f. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - g. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - h. The Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States to enter into such litigation to protect the interests of the United States.
15. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
16. Section 109 of the Housing and Community Development Act of 1974. The Contractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the

United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

17. Section 504 Rehabilitation Act of 1973, as amended. The Contractor agrees that no otherwise qualified individual with disabilities shall, solely by reason of his / her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.
18. Age Discrimination Act of 1975. The Contractor shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age, be excluded from participation in, be denied benefit of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

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

19. Economic Opportunities for Section 3 Residents and Section 3 Business Concerns.
 - a. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
 - b. The parties to this contract agree to comply with HUD's regulations in 24 CFR and part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
 - c. The Contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or worker's representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date work shall begin.
 - d. The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
 - e. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

- f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.
- g. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work performed under this Agreement. Section 7(b) requires that the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Agreement that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

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