



REQUEST FOR PROPOSAL

Project No. 2025-15

Project Name: Insta-Valve Installation – CDBG Grant

When submitting a Sealed Packet, please mark the envelope with your company name along with the project name and number.

Submissions Due Date:

Thursday, October 23, 2025, at 2:00 PM CST

No Submissions after the above deadline will be accepted.

Yes there will be a Mandatory pre-project conference

If “Yes” it will be held at:

City Hall 1201 North Avenue H Freeport, TX 77541

WILL BE DETERMINED AFTER CONTRACTOR SELECTION



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SECTION 1 – INTRODUCTION

1.1 - Request of Services:

The City of Freeport is seeking sealed proposals from qualified contractors to provide contracting and construction services for **Insta-Valve Installation for CDBG Grant Program**. The services requested are more specifically described in Section 3 in the Statement of Work.

The City is soliciting competitive ***sealed proposals*** sealed proposals from general contractor/construction firms having suitable qualifications and experience providing services in accordance with the terms, conditions, and requirements set forth in this packet. This packet provides sufficient information for interested parties to prepare and provide submissions for consideration.

1.2 - Public Information:

The City strictly adheres to the Texas Public Information Act¹ (Texas Government Code Chapter 552.001, et seq.) and all other governing statutes, regulations, and laws regarding the disclosure of Bid/Proposal information. Documents are not available for public inspection until after the contract is awarded. If the Submitter has notified the City, in writing, that the submitted document contains trade secrets or confidential information, the City will generally take reasonable steps to prevent disclosure of such information, in accordance with the Public Information Act. This is a statement of general policy only, and in no event shall the City be liable for disclosure of such information by the City in response to a request, regardless of the City's failure to take any such reasonable steps, even if the City is negligent in failing to do so.

The requirements of Subchapter J, Chapter 552, Government Code, may apply to this request for proposals and the responding company agrees that the agreement can be terminated if the company intentionally fails to comply with the requirement of that chapter. The vendor or company acknowledges that the solicitation is part of any resulting agreement of the solicitation.

1.3 - Type of Agreement:

All responding Submitters are hereby put on notice that if awarded the contract for procurement of goods or services, the City enters into that agreement in its governmental capacity, and not a proprietary capacity.

The selection of a responding company or an award of an agreement to a responding Submitter does not guarantee that the City shall in fact purchase goods or services, or enter into an agreement, or guarantee any particular volume use, number, or sales.

Submitters should be aware that the contents of the successful **sealed proposals** will become a part of the subsequent contractual documents. This contract shall commence upon approval by the City Council. The contractor may be required to procure permit licenses, which are to be issued by the City; however, permit fee expenses shall be waived.

Failure of the Company to accept this obligation may result in the cancellation of any award. The City will have the right to seek the services of alternate vendors under the conditions that the contractor is not able to perform the work specified.

¹ <https://statutes.capitol.texas.gov/Docs/GV/htm/GV.552.htm>



By submitting a packet, the Submitter further warrants and represents that he/she has become fully acquainted with the conditions, facts, and circumstances relating to providing the services/products required under this project. The failure or omission of the Submitter to acquaint himself/herself with existing conditions, facts, and circumstances, shall in no way relieve him/her of any obligation with respect to his/her **Error! Reference source not found.** and any ensuing agreement.

Each submitter acknowledges that the City has made a reasonable attempt to provide them with relevant data. The Submitter, therefore, waives any right of voidance of the agreement based upon any expressed or implied warranty or representation that the pricing or activity data provided discloses all requirements, risks or exposures known to exist in the provision of the services being requested.

1.4 - Clarifications, Addendums & Interpretations:

Proposer shall promptly notify the City of any omissions, ambiguity, inconsistency, or error that they may discover upon examination of this packet. The city shall not be responsible or liable for any errors or misrepresentation that result from the solicitations which are inadvertently incomplete, ambiguous, inconsistent, or obviously erroneous.

The City may, in its sole discretion, respond in writing to written inquiries concerning this packet. Only the City's responses that are made by formal written Addenda will be binding on the City. Any verbal responses, written interpretations, or clarifications other than Addenda to this RFP will be without legal effect. All Addendums issued by the City prior to the Submittal Deadline shall be and is hereby incorporated as a part of this packet for all purposes.

Companies are required to acknowledge receipt of each Addendum as specified in this Section. **The Submitter must acknowledge all Addendums by completing, signing, and returning the Addenda Checklist. The Addenda Checklist must accompany the Submitters response.** Any addendums will be found on:

https://www.freeporttx.gov/page/public_notices#gsc.tab=0

Responses to inquiries which directly affect an interpretation or effect a change to this project will be issued in writing by addendum and posted to the City website. All such addenda issued by the City prior to the submittal deadline shall be considered part of the packet. The City shall not be bound by any reply to an inquiry unless such reply is made by such formal written addendum.

1.4.1 - Questions:

Any questions, technical or non-technical pertaining to this packet must be submitted to **Ashlee Hurst, CGFO**. The deadline to ask questions is **Thursday, October 23, 2025 at 12:00 noon (CST)**. Please reference the project name and page number. Non-compliance with this provision may result in rejection of the submission. Responses to questions will be posted on the city website:

(https://www.freeporttx.gov/page/public_notices#gsc.tab=0) as an addendum prior to the submission deadline.

1.5 - Selection Process:

The City may make the selection of the Contractor on the basis of the packet initially submitted, without discussion, clarification, or modification.

After submission of a packet, but before final selection of a Contractor is made, the City may permit a Submitter to revise their submission in order to obtain the Submitters best and final submission. In



that event, representations made by the Submitter in its revised submission, including price and fee quotes, will be binding on the Submitter. The City is not obligated to select the Submitter offering the most attractive economic terms if their submission is not representative of the best value for the City as set forth in Section 252.043 of the Texas Local Government Code, as determined by the City.

If only one submission is received in response to the Request for Bid/Proposal, a detailed cost submission may be requested of the single vendor. A cost/price analysis and evaluation or audit may be performed of the cost submission in order to determine if the price is fair, reasonable, and provides the best value for the City.

All correspondence relating to this submission, from advertisement to award, shall be sent to **Ashlee Hurst, CGFO; City of Freeport Finance Director** at 1201 North Avenue H Freeport, TX 77541. All presentations or meetings between the City and the Respondent relating to this packet shall be coordinated by the City's **Finance Director**. The City reserves the right to determine which submission provides the City with the best value and which will be in the City's best interest, and the most advantageous to the City.

1.6 - Evaluation Process:

If an evaluation is required, the evaluation of the submissions shall be based on the requirements and percentages described in Section 2.2 (Selection Criteria) of this packet. All timely and proper submissions shall be reviewed, evaluated, and ranked by the City.

The City shall select the submission that offers the "best value" for the City based on the published selection criteria and on the ranking evaluation criteria set forth in the packet – in accordance with Chapter 252 of the Texas Local Government Code and with the City's purchasing policy. All packets submitted by the Submittal Deadline, accompanied by the number of completed and signed originals that are required by this packet, will be opened publicly to identify the name of each Company submitting a proposal. Any submissions that are not submitted by the Submittal Date, or that are not accompanied by the number of completed and signed originals by this packet, will be rejected by the City as non-responsive due to material failure to comply with advertised specifications.

If the document(s) is incomplete or otherwise fails to conform to the requirements that are requested, the City alone will determine whether the variance is so significant as to render the packet non-responsive. After the opening of the packets and upon completion of the initial review and evaluation of the packets, the City may invite one or more selected Submitters to participate in oral presentations.

Scoring Criteria:

Experience:

Successful project(s) for the last 5 years with cost and detailed information on the project (Max 20 points)

Proposer's/Respondent's experience/past relationship with the City (Max 5 points)

Experience of Project Manager or Site Superintendent (Max 10 points)

The extent to which the goods or services meet the City's needs (Max 5 points)

Work Performance:

Past Performance on similar projects of size and scope (Max 10 points)

Management of Purchase Price/Pricing (Max 10 points)



Quality of goods and services (Max 5 points)

Capacity to Perform:

Experience of Staff (Max 10 points)

A Historically Underutilized Business (HUB [program to certify qualified small businesses]) (Max 10 points)

Adequacy to do the work assigned (Max 10 points)

Professional Liability insurance in force (Max 5 points)

Discussions may not be initiated by submitters. These discussions will be limited to issues and topics brought forth by the City. Any attempt by the proposer or vendor at deviating from the issues and topics to discuss other issues and topics concerning the Proposal brought forth by the City shall be grounds for disqualification. Vendors shall not contact any City personnel during the proposal process.

1.7 - City's Reservation of Rights:

The City may evaluate the Proposals based on the anticipated completion of all or any portion of the Project. The City reserves the right:

1. to enter into an agreement for all or any portion of the requirements and specifications set forth in this packet with one or more Proposals or divide the Project into multiple parts.
2. to reject any and all submissions and re-solicit new Bids/Proposals.
3. to reject any and all submissions and temporarily or permanently abandon the Project, if deemed to be in the best interests of the City.

The Proposer is hereby notified that the City will maintain in its files concerning this packet a written record of the basis upon which a selection, if any, is made by the City. The City makes no representations, written or oral, that it will enter into any form of agreement with any respondent to this packet for any project and no such representation is intended or should be construed by the issuance of this submission. Acceptance of a Proposal for consideration does not waive this reservation of rights, nor does it imply any obligation by City.

If any submission is significantly unbalanced either in excess of or below reasonable cost analysis values normally associated with the work, the submission will be considered as non-responsive and will not be considered for award. The City reserves the right to evaluate and determine the next qualified submission for consideration of Award.

1.8 - No Reimbursement for Costs:

The submitting Company acknowledges and accepts that any costs incurred by responding to this request shall be at the sole risk and responsibility of the Company.

The Submitter understands and agrees that:

- (1) this request is a solicitation for bids/proposals, and the City has made no representation, written or oral, that one or more agreements with the City will be awarded under this submission
- (2) the City issues this request predicated on the City's anticipated requirements for the services, and the City has made no representation, written or oral, that any particular scope of services will actually be required by the City
- (3) Submitter will bear, as its sole risk and responsibility, any cost that arises from the preparation of a submission in response to this request.



1.9 - Withdrawals and Amendments:

The City reserves the right to withdraw this submission for any reason. The City reserves the right to amend any aspect of this project by formal written Addendum prior to the submittal deadline. To obtain the best offers, the City may allow the submission of revisions after packets are submitted and before the award of the contract.

Addenda to the specifications shall be considered part of the contract documents. The bidders shall acknowledge receipt of addenda. Oral and other interpretations or clarifications will be without legal effect.

1.10 - Compliance with Senate Bills, House Bill and Texas Government Code:

Senate Bill 13² – Boycotting Energy Companies

Senate Bill 19³ – Discrimination Against Firearm Entities

House Bill 89⁴ – Boycotting Israel Verification (Texas Government Code 2270.001, 2270.002, and 808.001)

Texas Government Code Chapter 2252, Section 2252.152⁵ – Contracts with companies engaged in business with Iran, Sudan, or foreign terrorist organization prohibited.

The City requires Submitter to verify that they are in compliance with these Bills and Texas Government Codes. Refer to Appendix E for these documents.

1.11 - Validity Period:

Once the submittal deadline has passed, any submitted proposals shall constitute an irrevocable submission to provide the services set forth in the Scope of Services at the price(s) shown in the submitted document. Such submission shall be irrevocable until the earlier of the expiration of one hundred eighty (180) days from the submittal deadline, or until an agreement has been awarded by the City.

1.12 - Equal Opportunity Employer:

The City of Freeport is an equal opportunity employer and does not discriminate in awarding agreements or employment of persons because of their race, sex, age, religion, national origin, veteran, disabled or handicap status, or any other characteristic protected by law. The City requires companies with which it conducts business to be equal opportunity employers and comply with all applicable federal, state, and municipal laws and regulations regarding contracting and employment practices.

1.13 - Conflict of Interest Questionnaire (Form CIQ):

A person or business, and their agents, who seek to contract or enter into an agreement with the City, are required by the Texas Local Government Code, Chapter 176, to file a conflict-of-interest questionnaire (FORM CIQ) which is found in Appendix B.

² <https://capitol.texas.gov/tlodocs/87R/billtext/html/SB00013F.HTM>

³ <https://capitol.texas.gov/tlodocs/87R/billtext/html/SB00019F.HTM>

⁴ <https://www.legis.state.tx.us/tlodocs/85R/billtext/html/HB00089F.HTM>

⁵ <https://statutes.capitol.texas.gov/Docs/GV/htm/GV.2252.htm>



1.14 - Disclosure of Interested Parties (Form 1295):

A person or business who enters into an agreement with the City, meeting the conditions according to Texas Local Government Code Sec. 2252.908, is required to file Form 1295 with Texas Ethics Commission. (Appendix G)

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

1.15 - Protest Procedure:

Any respondent that submits a packet may protest. The protest will be submitted in writing to the City's Finance Director/Purchasing Division within three working days after such an aggrieved person knows of or should have known of the facts giving rise there to. If the protest is not resolved by mutual agreement, the Finance Director/Purchasing Division will promptly issue a decision in writing, via electronic mail to the protesting person.

All protest lodged by potential or actual bidders, contractors, or proposers must be made in writing, via electronic mail, and contain the following information:

- a. Name, address, and telephone number of the protestor.
- b. Identification of the solicitation or agreement number and time.
- c. A detailed statement of the protest's legal and factual grounds, including copies of relevant documents.
- d. Identification of the issue(s) to be resolved and statement of what relief is requested.
- e. Arguments and authorities in support of the protest.
- f. A statement that copies of the protest have been delivered (via electronic mail) to all interested parties in the invitation to bid or request for proposals process.

In the case of request for bids/proposals, the City's Finance Director shall ask the protester to deliver, via electronic mail, the protest to relevant parties.

The City Manager has the authority to render the final determination regarding the protest. Any determination rendered will be final.

1.16 - Insurance:

Contractor agrees to procure and always maintain, at Contractor's sole cost and expense, during the performance of the Work and for so long as this Contract remains in effect, policies of insurance with carriers Rated A+ or better by AM Best with the minimum amounts of coverage outlined.

All Carriers must be admitted in the State of Texas.

All successful submitters must agree to name the City of Freeport, its officers, elected officials and employees as additional insures, and Waive Subrogation by Endorsement.

See Appendix F on pages 25 and 26 for more information.



SECTION 2 – NOTICE TO BIDDERS

2.1 - Invitation:

The City of Freeport Purchasing Department is accepting sealed packets for **Lawn Mowing Services for Code Enforcement.**

2.2 - Submissions:

Submissions will be accepted until 2:00 PM on **Thursday, October 23, 2025**, at the following address:

City of Freeport
Attn: City Secretary
1201 North Avenue H
Freeport, TX 77541

Project No. 2025 –15 – Insta-Valve Installation for CDBG Grant Program

Closing: 2:00 PM CST, **Thursday, October 23, 2025**

All sealed submissions should include all documents as required. The bids shall be submitted in hard copy, placed in a sealed envelope, signed by a person having the authority to bind the bidder in a contract, and marked clearly on the outside as outlined above. Submit three (3) copies and one (1) electronic version (flash drive preferred).

2.3 - Submittal Deadline:

2:00 PM on **Thursday, October 23, 2025**

ALL SUBMISSIONS MUST BE RECEIVED BY THE CITY SECRETARY BEFORE THE SUBMITTAL CLOSING DATE AND TIME – NO EXCEPTIONS.

Submissions received by the City Secretary after the submission deadline will be unopened, will not be returned, and will be considered void and unacceptable. The City of Freeport is not responsible for lateness of mail, carrier, etc. and time/date stamp clock in City Secretary's office shall be the official time of receipt. The City of Freeport reserves the right to reject any and all bids and to waive any informality in the bids received. The City of Freeport reserves the right to cancel this procurement at its discretion.

2.4 - Questions:

Please refer to section 1.4.1 for contact information.

2.5 - Criteria for Selection:

Companies are encouraged to provide a submission that includes terms and conditions offering the best value & maximum benefit to the City as prescribed by Section [252.043 Texas Local Government Code](#)⁶ on page 10.

If an evaluation is needed, an evaluation team from the City will evaluate the submissions. The evaluation and the selection of a Vendor will be based on the information provided, please refer to

⁶ <https://statutes.capitol.texas.gov/Docs/LG/pdf/LG.252.pdf>



section 1.6. The City may consider additional information if the City deems such information relevant.

SECTION 3 – SCOPE OF WORK

3.1 - Project Title:

Insta-Valve Installation for CDBG Grant Program

3.2 – City’s Payment Terms:

Net 30

3.3 – Scope of Work:

Attention is called to the fact that the successful bidder must comply with:

- Paying not less than the federally determined prevailing (Davis-Bacon and Related Acts) wage rate, as issued by the Department of Labor H.U.D. and contained in the contract documents.
- Ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex, sexual orientation, gender identity, age or national origin.
- Section 3 of the Housing and Urban Development Act of 1968, as amended, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders.
- Build America, Buy America Act (BABA) requirements, which provides that all iron, steel, manufactured products and construction materials used in this project must be produced in the United States, as further outlined by the OMB Memorandum M-22-11, Initial Implementation Guidance on Application of the Buy American Preference in Federal Financial Assistance Program for Infrastructure, unless otherwise waived. (applicable to projects with total funding from all sources of \$250,000 or more.)
- Contractors will be required to submit Monthly Section 3 reports and obtain Section 3 signed survey forms for all workers.
- Contractors must complete and submit **Contractor Eligibility Form** with their bids (form attached)

THE PURPOSE OF THIS PROJECT IS TO ENHANCE THE WATER DISTRIBUTION SYSTEM BY INSTALLING INSTA-VALVES THAT WILL ALLOW FOR EFFICIENT, QUICK, AND RELIABLE VALVE OPERATION DURING WATERLINE REPAIRS AND MAINTENANCE. PLEASE PROVIDE PRICE PER VALVE ALONG WITH A TOTAL PRICE THAT INCLUDES INSTALLATION COST.

1. Pre-Installation Requirements:

- Site assessment of valve installation locations.
- Coordination with relevant authorities or utilities to identify any potential conflicts with existing infrastructure.



- Preparation of detailed installation plans, including valve placement and pressure testing procedures.

2. Installation:

- Supply and delivery of Insta-Valves of sizes 6", 8", 10", and 12" as specified in the bid.
- Excavation, installation, and pressure testing of Insta-Valves at the designated locations.
- Installation of necessary fittings, connections, and supports to ensure the valves are securely placed and functional.
- Installation of associated infrastructure such as valve boxes, control systems, and necessary piping or connections.

3. Post-Installation Services:

- Post-installation testing to ensure proper function of Insta-Valves and compliance with project specifications.
- Preparation of an as-built report with details of the final installation.
- Demonstration of valve operations and training of operational staff, if required.
- Provide warranties and maintenance support for a defined period.

4. Site Restoration:

- Restoration of the site to its original condition post-installation, including repaving, landscaping, or any other necessary repair to areas disturbed during installation.

SPECIFIED LOCATIONS & VALVE SIZES

Valve Size	Location	Cost \$
8" a/c pipe	2011 North Brazosport Blvd (side of property)	
6" a/c pipe	1924 North Brazosport Blvd (rear of property)	
6" a/c pipe	1713 Yellowstone (front of property)	
8" a/c pipe	1702 North Ave L (side of property)	
8" a/c pipe	1605 North Brazosport Blvd (side of property)	
8" a/c pipe	1622 North Brazosport Blvd (front of property)	
8" a/c pipe	1614 North Brazosport Blvd (front of property)	
12" a/c pipe	1124 North Ave M (front of property)	
6" a/c pipe	1206 North Ave J (side of property)	
8" a/c pipe	924 North Ave F (rear of property)	



6" a/c pipe	1202 Skinner (front of property)	
8" a/c pipe	401 Gulf Blvd (front of property)	
8" a/c pipe	423 North Ave B (front of property)	
6" a/c pipe	424 North Ave A (front of property)	
12" a/c pipe	301 South Brazosport Blvd (front of property)	
12" PVC pipe	1106 South Velasco (side of property)	
12" a/c pipe	324 South Ave M (front of property)	
8" a/c pipe	820 Old Surfside Rd (across the street)	
12" a/c pipe	4136 HWY 332 (across the HWY – have to get past the pipe line corridor)	
	TOTAL	\$



SECTION 4 – SUBMISSION INSTRUCTIONS

SUBMISSION OF PACKET

4.1 - How to submit:

All packets must be submitted by mail or hand delivered/courier.

4.2 - Required Contents:

All items in this packet are considered part of the Submission package. Submittals must include the package in its entirety; signed in the appropriate places by an authorized representative of the company with an original signature. Submissions not including all of the above will be considered non-responsive.

4.3 - Alterations or Withdrawals of Document(s):

Any submission may be withdrawn, or a revised submission substituted prior to the submittal deadline. Submission Documents cannot be altered, amended, or withdrawn by the Company after the submittal deadline; however, to obtain the best offers, the city may allow the submission of revisions after packets are submitted and before the award of the contract.

4.4 - Deadline:

The deadline for submission of packets shall be as identified on the cover page of the Bid/Proposal and on the Appendix A- Proposal Document. It is the Company's responsibility to have the Bid/Proposal Documents, including Addenda, correctly submitted by the submission deadline. **No extensions will be granted, and no late submissions will be accepted.**

4.5 - Document Format:

All documents must be prepared in single-space type, on standard 8-1/2" x 11" vertically oriented pages, numbered at the bottom, with the exception of plans or drawings, those may be submitted landscape on 8-1/2" x 11" pages. The package must be in the order required in the Scope of Services. The submittal must be written in pen or typed, signatures must be signed in pen, or a digital signature via the electronic submittal process. Anything written in pencil will not be accepted. Mistakes can be crossed out with a single line and corrections inserted and initialed by the individual signing the submission.

4.6 - Questions and Responses:

Responses will be answered after the question deadline in the form of an Addendum. No responses will be given to questions submitted after the deadline. Questions submitted outside of the Purchasing Division or the assigned individual (see 1.4.1 on pg. 4) will not be answered and any communication with any other User Department prior to award by City Council will disqualify a vendor from being considered for award.

4.7 - Pre-Project Conference(s):

If a pre-meeting is requested, it will be documented on the cover sheet of this packet. If it is made mandatory and you do not attend, your submission will be disqualified.



Submission of Packet Checklist
WHAT MUST BE INCLUDED IN THE PACKET

Check-off	Information	
	Quote/Cost estimates and fees	
	Acknowledged any and all Addendums, complete & sign Addenda Checklist (if an addendum has been posted)	
	One original copy of submission	
	Two additional copies of submission	
	One electronic copy on a flash drive	

Check-off	Appendix	Document Name	Must be Included
	A	Proposal Submittal Form	Yes
	B	Vendor Set-Up Forms	Yes
	C	Insurance Requirements	Yes
	D	HUB Program	Yes
	E	Public Information Act Form	Yes
	F	Nepotism Statement Form	Yes
	G	Statement of Bidder's Qualifications Form	Yes
	H	Bid Bond Form	Yes
	I	Non-Collusion Affidavit of Prime Bidder Form	Yes
	J	Contractor Eligibility Verification Form	Yes
	K	Statutory Assurances and Compliances Form	Yes
	L	Certification of Bidder Regarding Civil Rights Form	Yes
	M	Contractor's Local Opportunity Plan Form	Yes
	N	Certification of Non-Segregated Facilities Form	Yes
	O	Section 504 Certification Form	Yes
	P	Certification Regarding Lobbying Form	Yes
	Q	Conflict of Interest Form	Yes
	R	Certificate of Interested Parties Form	Yes
	S	Verification to Not Boycott Israel Form	Yes
	T	Required Federal Contract Provisions	No
	U	General Labor and Participant Requirements	No
	V	Equal Opportunity Guidelines for Construction Contractors	No
	W	Section 3 of the Housing and Urban Development Act of 1968	No
	X	Section 3 Requirements	No
	Y	Section 3 Compliance Plan for Brazoria County CDBG Program	No
	Z	Attorney's Review Certification Form	No



SECTION 5 - APPENDICES

Required with Submission:

- Appendix A – Submittal Form
- Appendix B – Vendor Set-Up Forms
- Appendix C – Insurance Requirements
- Appendix D – HUB Program
- Appendix E – Public Information Act Form
- Appendix F – Nepotism Statement Form
- Appendix G – Statement of Bidder’s Qualifications Form
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- Appendix L – Certification of Bidder Regarding Civil Rights Laws and Regulations Form
- Appendix M – Contractor’s Local Opportunity Plan Form
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- Appendix O – Section 504 Certification Form
- Appendix P – Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements Form
- Appendix Q – Conflict of Interest Form
- Appendix R – Certificate of Interested Parties Form
- Appendix S – Verification to Not Boycott Israel Form

Not required with Submission:

- Appendix T – Required Federal Contract Provisions
- Appendix U – General Labor and Participant Requirements
- Appendix V – Equal Opportunity Guidelines for Construction Contractors
- Appendix W – Section 3 of the Housing and Urban Development Act of 1968 (24 CFR Part 75)
- Appendix X – Section 3 Requirements
- Appendix Y – Section 3 Compliance Plan for Brazoria County CDBG Program
- Appendix Z – Attorney’s Review Certification Form



Appendix A – Submittal Form

All Submissions delivered to the City of Freeport shall include this page with the submittal.	
Project Number:	
Project Title:	
Submittal Deadline:	Thursday, October 23, 2025 @ 2:00 p.m.
Company Information:	
Company Legal Name:	
Address:	
City, State & Zip	
Federal Employers Identification Number #	
Phone Number:	
E-Mail Address:	
<p><u>Company Authorization</u></p> <p>I, the undersigned, have the authority to execute this Proposal in its entirety as submitted and enter into an agreement on behalf of the Proposer.</p> <p>Printed Name of Authorized Representative: _____</p> <p>Position of Authorized Representative: _____</p> <p>Signature of Authorized Representative: _____</p> <p>Signed this _____ (day) of _____ (month), _____ (year)</p>	



Appendix B – Vendor Set-Up Forms

ACH Payment Agreement Form

Authorization Agreement

I hereby authorize the City of Freeport to initiate ACH deposits to my account at the financial institution named below.

Further, I agree not to hold the City of Freeport responsible for any delay or loss of funds due to incorrect or incomplete information supplied by me or by my financial institution, or due to an error on the part of my financial institution in depositing funds to my account.

This agreement will remain in effect until the City of Freeport receives a written notice of cancellation from me or my financial institution, or until I submit a new ACH Payment Agreement Form to the City of Freeport Finance Department.

Account Information

Name of Financial Institution: _____

Financial Institute Address: _____

Routing Number: _____

Account Number: _____

SWIFT Code (if applicable): _____

The executed agreement must include confirmation of the banking information from an Authorized Bank Official on bank letterhead with the Authorized Bank Official's business card.

Signature

Company Name: _____

Printed Name: _____ Title: _____

Contact Phone Number: _____ Date: _____

Authorized Signature: _____

FOR CITY USE ONLY

Verified by: _____ Date Verified: _____

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE.



IRS W-9 Form

Link to online blank W-9: <https://www.irs.gov/pub/irs-pdf/fw9.pdf>

Form W-9 (Rev. December 2011) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give Form to the requester. Do not send to the IRS.
Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Exempt payee	
	<input type="checkbox"/> Other (see instructions) ▶ _____	
	Address (number, street, and apt. or suite no.)	Requestor's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
Employer identification number								

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

Cat. No. 10231X

Form **W-9** (Rev. 12-2011)

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE.



Appendix C – Insurance Requirements

Contractor agrees to procure and always maintain, at Contractor's sole cost and expense, during the performance of the Work and for so long as this Contract remains in effect, policies of insurance with carriers Rated A+ or better by AM Best with the minimum amounts of coverage outlined below:

- A. Workers' Compensation or Employer's Liability coverage complying with the applicable laws of the State of Texas, covering all employees, agents and representatives of Contractor and all subcontractors engaged in any manner in performance of the Work. Employer's Liability coverage shall have a minimum limit of **\$1,000,000** for liability arising out of any accident related to the Work.
- B. Comprehensive General Liability insurance, including Contractor's protective liability, in Contractor's name, with combined bodily injury and property damage of not less than **\$1,000,000 per occurrence with an aggregate of \$3,000,000 or its equivalent**, and will include, without limitation, the following coverages:
 - 1. Contractor Liability Coverage
 - 2. Completed Operations and/or Products Liability Coverage, commencing with issuance of Final Certificate for Payment and extending for at least two (2) years from that date.
- C. Comprehensive Automobile Liability Insurance, with combined single limit bodily injury and property damage of not less than **\$1,000,000 per occurrence**. Such coverage shall include owned, hired, and non-owned vehicles of Contractor or Contractor's employees, agents, representatives, or subcontractors.
- D. The Contractor shall require all its subcontractors to provide the foregoing coverage, as well as any other coverage that Contractor considers necessary. The Contractor will require that all subcontractors maintain a comprehensive Commercial General Liability policy with a minimum limit of at least **\$1,000,000 per occurrence with an aggregate of \$3,000,000 or its equivalent**. Any exclusion shall first be approved by Owner. It is the responsibility of the Contractor to assure compliance with this provision. City of Freeport accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.
- E. All insurance policies required by this Appendix G shall contain a clause waiving any right of subrogation against City of Freeport. Insurance policies under (B), and (C), shall include City of Freeport as an additional insured by endorsement.



- F. With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:
- 1) City of Freeport shall be named as an Additional Insured with respect to General Liability and Automobile Liability.
 - 2) All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
 - 3) A waiver of subrogation in favor of City of Freeport shall be contained in the Workers Compensation and all liability policies.
 - 4) All insurance policies shall be endorsed to require the insurer to immediately notify City of Freeport of any material change in the insurance coverage.
 - 5) All insurance policies shall be endorsed to the effect that City of Freeport will receive at least 60 days' notice prior to cancellation or non-renewal of the insurance.
 - 6) All insurance policies, which name City of Freeport as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
 - 7) Required limits may be satisfied by any combination of primary and umbrella liability insurances.
 - 8) Contractor may maintain reasonable and customary deductibles, subject to approval by City of Freeport.
 - 9) Insurance must be purchased from insurers rated A+ or better by AM Best.
- G. All insurance must be written on forms filed with and approved by the Texas Department of insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:
- A. Sets forth all endorsements and insurance coverage according to requirements and instructions contained herein.
 - B. Shall specifically set forth the notice-of-cancellation or termination provisions to City of Freeport.
 - C. All contractors and subcontractors must meet minimum OSHA safety requirements as applicable to their operations.

Ten days before the Contract is signed, and at any time following execution thereof at the request of the Owner, furnish Owner with a certificate and proof of such additional endorsements or other documentary evidence that the aforementioned insurance policies have been procured with such additional endorsements, that premiums have been paid and that such policies remain in place. Such certificate or other evidence shall bear an agreement that Owner will be given thirty (30) days prior written notice by the Insurance Company furnishing the certificate before the insurance is cancelled or changed in any manner or for any reason during the period of coverage as stated on the certificate.



Appendix D – HUB Program HISTORICALLY UNDERUTILIZED BUSINESSES (HUB)

If Non-Applicable please initial: _____

If Applicable please provide a copy of your membership card.

Example of membership card:



If not a member of HUB here's information about it and how to apply.

The Statewide Procurement Division Historically Underutilized Business (HUB) Program administers the HUB program in accordance with Texas Government Code Section 2161 and Texas Administrative Code, Title 34, Chapter 20, Subchapter D, Division 1, Sections 20.281 to 20.298.

The Historically Underutilized Business Program was created to promote full and equal procurement opportunities for small, minority-owned and women-owned businesses.

This is accomplished by completing an application and submitting it to the [Texas Statewide HUB System](#).

Once approved, the company is considered "certified" and agencies using them on contracts receive credit toward meeting established HUB goals. The HUB Program is a state level program required by law and managed by the CPA.



HISTORICALLY UNDERUTILIZED BUSINESSES (HUB)

HUB application processing timelines:

Normal processing times do not include weekends, holidays or other days the Comptroller's office is closed.

New Application: 5 months out before being reviewed

Recertification Applications: 3 months out before being reviewed

Once a fully completed application (not missing information or documentation) is provided, then a final decision will be made within 90 business days per Texas Administrative Code, Title 34, Chapter 20.288(d).

IMPORTANT: It is vital to be truthful in all documents provided for HUB certification. It is a state jail felony under Texas Penal Code §37.10 to knowingly provide false information in an application for HUB certification. It is a third-degree felony under Texas Government Code §2161.231 to apply for a state contract as a HUB vendor knowing you are not actually a HUB.

If the felony conduct prohibited under Texas Government Code §2161.231 results in the awarding of a state contract, then the act of knowingly acquiring funds derived from that felony conduct may be prosecuted under Texas Penal Code §34.02. An offense under this section is punishable as a felony regardless of the amount of funds derived from the illegal conduct. First degree felony punishment applicable if the value of the funds is \$300,000 or more.

A first-degree felony is punishable by 5-99 years or life in prison, and a fine up to \$10,000.

A third-degree felony is punishable by 2-10 years in prison, and a fine up to \$10,000.

A state jail felony is punishable by 180 days to 2 years in the state jail, and a fine up to \$10,000.



Appendix E – Public Information Act Form

Steps to Assert Information Confidential or Proprietary

All proposals, data, and information submitted to the City of Freeport are subject to release under the Texas Public Information Act (“Act”) unless exempt from release under the Act. You are not encouraged to submit data and/or information that you consider to be confidential or proprietary unless it is absolutely required to understand and evaluate your submission. On each page where confidential or proprietary information appears, you must label the confidential or proprietary information. Do not label every page of your submission as confidential as there are pages (such as the certification forms and Bid/Proposal sheet(s) with pricing) that are not confidential. It is recommended that each page that contains either confidential or proprietary information be printed on colored paper (such as yellow or pink paper). At a minimum, the pages where confidential information appears should be labeled and the information you consider confidential or proprietary clearly marked.

Failure to label the actual pages on which information considered confidential appears will be considered as a waiver of confidential or proprietary rights in the information.

In the event a request for public information is filed with the City which involves your submission, you will be notified by the City of the request so that you have an opportunity to present your reasons for claims of confidentiality to the Texas Attorney General.

By signing this form, I acknowledge that I have read the above and:

The submitted packet to the City contains **NO** confidential information and may be released to the public if required under the Texas Public Information Act.

The submitted packet **contains** confidential information, which is labeled and may be found on the following pages: _____
Any information contained on page numbers not listed above may be released to the public if required under the Texas Public Information Act.

Firm Submitting: _____

Signature: _____ Date: _____

Print Name: _____ Print Title: _____

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE.



Appendix F – Nepotism Statement Form

FAILURE TO COMPLETE THIS ATTACHMENT SHALL RESULT IN THE BID OR PROPOSAL “NON-RESPONSIVE.”

The Bidder or Proposer or any officer, if the Bidder or Proposer is other than an individual, shall state whether Bidder or Proposer has a relationship, either by blood or marriage, with any official or employee of the City of Freeport by completing the following:

If the Proposer or Bidder is an individual:

___ I am **not** related by blood or marriage to any official or employee of the City of Freeport.

___ I am related by blood or marriage to the following official(s) or employee(s) of the City of Freeport.

Name and title of City Official or employee: _____

Relationship: _____

If the Bidder or Proposer is **NOT** an individual:

___ The officers of the company submitting this bid or proposal are **not** related by blood or marriage to any official or employee of the City of Freeport.

___ The officers of the company submitting this Proposal are related by blood or marriage to the following official(s) or employee(s) of the City of Freeport.

Name and title of officer: _____

Employee and title of City Official/Employee: _____

Relationship: _____

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE.



Appendix G – Statement of Bidder’s Qualifications Form

All questions must be answered and the data given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he or she desires. Any false information submitted shall be grounds for disqualification.

Company Name: _____

Company Address: _____

Tax ID Number: _____ Phone: _____

Owner: _____ Email: _____

Specify form of company: _____ Sole Proprietorship _____ Partnership _____ Corporation

Date organized or incorporated: _____

Is this firm a Minority Owned Business (at least 51% owned by minority)? _____ Yes _____ No

If yes, specify race: _____ Black _____ Hispanic _____ Asian _____ American Indian _____ Other

Is this firm a Women Owned Business (at least 51% owned by female)? _____ Yes _____ No

Do you have a Line of Credit with your financial institution? _____ Yes _____ No

What is the amount? \$ _____

Number of years in contracting business under present name: _____

Current Contracts on Hand	Total Amount	Projected Completion Date

Type of work performed by your company: _____

Have you ever failed to complete any work awarded to you? _____ Yes _____ No

If yes, give reason and date: _____



Have you ever defaulted on a contract? _____ Yes _____ No

If yes, give reason: _____

List the five most recent projects completed by your firm:

Owner name, address, and Description of Work	Contract Amount	Start Date & Completion Date

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by Brazoria County in verification of the recitals comprising this Statement of Bidder’s Qualifications.

Executed this _____ day of _____, 2025.

By: _____

(Printed name): _____

Title: _____

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE.



Appendix H – Bid Bond Form

BID BOND OR GUARANTEE

The State Of Texas

Surety's No. _____

Known all men by these present, that City of Freeport, County of Brazoria, and State of Texas as Principal, and _____, as Surety, are held and firmly bound unto the City of Freeport, Texas, a home rule municipal corporation of Brazoria County, Texas, as Oblige in the amount of: _____ (written amount); \$ _____ dollars for payment where of the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

Whereas, the Principal has submitted a bid to enter a certain written contract with the Obligee for:

(Project Name)

Now, Therefore, the condition of the obligation is such that is the Principal shall faithfully enter into such a written contract, then this bid bond shall be void; otherwise, this bid bond shall remain in full force and effective.

It is Expressly Understood and Agreed that if the Principal withdraws its Bid any time after such Bid is opened and before official rejection of such Bid by Obligee or, if the Principal is successful in securing the award of the contract, and fails to enter into the Contract or furnish satisfactory Performance and Payment Bonds (if required), the Obligee, in either or such events, shall be entitled and is hereby given the right to collect the full amount of this Bid Bond as liquidated damages.

Provided, further, that if any legal action is filed upon this Bond, venue shall lie in Brazoria County, State of Texas.

In Witness Thereof, the Principal and Surety does sign and seal this instrument.

This _____ day of _____ 2025.

Principal

Surety

By _____

By _____

Address: _____

Address: _____



APPROVED AS TO FORM:

Office of the City Attorney

NOTE: Attach Power of Attorney

A bid bond of 5% of your proposal is required with your package submission.

A payment and performance bond will be required upon contract award.



Appendix I – Non-Collusion Affidavit of Prime Bidder Form

State of Texas

County of _____

Before me, the undersigned authority, personally appeared _____
[Name of Affiant], who, being by me duly sworn on oath stated that he/she is the
_____ [Title/Position] of _____
[Company Name], the Bidder that submitted the attached bid or proposal, and that:

The bid/proposal is made without any agreement or collusion with any other person, firm, or corporation making a bid or proposal on the same project.

The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid, nor has the Bidder directly or indirectly colluded with any other Bidder or person to put in a sham bid, or refrain from bidding.

The Bidder has not in any manner sought by collusion to secure for itself any advantage over any other Bidder or over the Owner.

The statements contained in this affidavit are true and correct, and the undersigned understands that any false statement could result in disqualification, contract termination, and possible legal penalties.

By: _____
(Signature of Affiant)

Printed Name: _____

Title/Position: _____

Company: _____

Date: _____

Sworn to and subscribed before me by the above-named affiant on this ____ day of _____, 2025.

Notary Public in and for the State of Texas
My Commission Expires: _____

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE.



Appendix J – Contractor Eligibility Verification Form

CONTRACTOR ELIGIBILITY VERIFICATION FORM

Contract No. _____ Locality: _____

Company Name: _____

Address: _____

City:	State:	Zip Code:
-------	--------	-----------

EIN/SSN:	Telephone No:
----------	---------------

DUNS No: _____

Email Address: _____

PRINCIPAL(S):	TITLE(S):	Gender (M/F)	Race/Ethnicity

Minority Owned: Yes No

Female Owned: Yes No

Contract Amount: \$ _____

SUBCONTRACTOR(S):	BUSINESS NAME	PHONE #

Describe the work to be completed: _____

Applicable Wage Decision: _____

Potential Additional Classifications: _____

Are you a Section 3 business? Yes No

Section 3 Business Concerns:

- Businesses that are 51 percent or more owned by Section 3 residents;
- Businesses whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within three years of the date of the first employment with the firm were Section 3 residents;
- Businesses that provide evidence of a commitment to subcontract in excess of 25 percent of the dollar amount of all subcontracts to be awarded to businesses that meet the qualifications described above; or
- Businesses located within the Grant Recipient's jurisdiction that identifies themselves as Section 3 Business Concerns because they provide economic opportunities for low- and very low income persons.

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE.



Appendix K – Statutory Assurances and Compliances Form

1. EQUAL EMPLOYMENT OPPORTUNITY:

The Contractor hereby assures compliance with Section 109 of the Housing and Community Development Act of 1974 and in conformance with the requirements imposed by or pursuant to the Regulations of the Department of Housing and Urban Development (24 CFR Part 570.601) issued pursuant to that Section; and in accordance with that Section, no person in the United States shall on the ground of race, color, national origin 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 the Community Development funds.

2. COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED

The Contractor hereby agrees that he will comply with Title VI of the Civil Rights Act of 1964 (P.L. 83-352) and all requirements imposed by or pursuant to regulations of the Department of Justice appearing at 28 CFR et Seq and especially Subparts C and D thereof issued pursuant to that title, to the end that no person shall on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Contractor receives compensation through the City, and the United States shall have the right to seek judicial enforcement of this assurance. The Contractor agrees to post in a conspicuous place available to employees and applicants for employment, government notices setting forth the provisions of this nondiscrimination clause. The Contractor will, in all solicitations of advertisement for employees placed by or in behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, or national origin.

3. COMPLIANCE WITH EXECUTIVE ORDER 11246, AS AMENDED

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

- a. The Contractor will conform to Executive Order No. 11246 of September 24, 1965 (E.O.11246) which requires that Contractor not discriminate against any employee or applicant for employment because of race, religion, sex, color, 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, religion, sex, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment 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 consideration



for employment without regard to race, religion, sex, color, or national origin.

- c. 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 labor union or workers' representative of the Contractor's commitments under Section 202 of E.O. 11246 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Contractor will comply with all provisions of E.O. 11246, and the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The Contractor will furnish all information and reports required by E.O. 11246, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department of Housing and Urban Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such 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 E.O. 11246, and such other sanctions may be imposed and remedies invoked as provided in E.O. 11246, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The Contractor will include the provisions of paragraphs (a) through (f) of this section in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of E.O. 11246, 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 Department of Housing and Urban Development may direct as a means of enforcing such provisions, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department of Housing and Urban Development the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

4. EMPLOYMENT OF CERTAIN PERSONS PROHIBITED

No person under the age of sixteen years and no person who, at the time, is serving sentence in a penal or correctional institution shall be employed on the work covered by this Contract.

5. REGULATIONS PURSUANT TO THE COPELAND "ANTI-KICKBACK ACT"

The Contractor shall comply with the most current regulations of the United States Department of Labor, made pursuant to the Copeland "Anti-Kickback Act" (48 Stat. 948:62 Stat. 82; Title U.S.C., Section 874: and Title 40 U.S.C., Section 276C -- herein incorporated by



reference), and any amendments thereof and shall cause these provisions to be inserted into any subcontractors contract.

6. CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS

(Applicable to Federally assisted construction contracts and related subcontracts exceeding \$100,000) Compliance with Air and Water Acts:

During the performance of this contract, the contractor and all subcontractors shall comply with the requirements of this Clean Air Act, as amended, 42 USC 1857 at seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 at seq. and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

- a. A stipulation by the Contractor or subcontractors that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
- b. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- c. A Stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.
- d. Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requires that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.

7. COMPLIANCE WITH FEDERAL LABOR STANDARDS PROVISIONS

The Contractor hereby agrees to comply with all requirements related to federally related Labor Standard requirements as may be noted in the bid and contract documents. Upon request by the City, the Contractor agrees to provide evidence of compliance consistent with this paragraph.

8. COMPLIANCE WITH BUILD AMERICA, BUY AMERICA ACT

The Contractor hereby agrees to comply with all requirements related to federal awards for purchase of certain materials for infrastructure projects as may be noted in the bid and contract



documents, and as applicable to the services to be provided under this contract. Upon request by the City, the Contractor agrees to provide evidence of compliance consistent with this paragraph.

9. COMPLIANCE WITH LOCAL, STATE, AND FEDERAL REGULATIONS

The Contractor hereby agrees to comply with all local, state and federal laws, ordinances and regulations applicable to the services to be provided under this contract. Upon request by the City, the Contractor agrees to provide evidence of compliance consistent with this paragraph.

10. QUESTIONS CONCERNING CERTAIN FEDERAL STATUTES AND REGULATIONS

All questions arising under this Contract which relate to the application or interpretation of (a) the aforesaid Copeland Anti-Kickback Act, (b) the Contract Work Hours and Safety Standards Act, (c) the regulations issued by the Secretary of Labor, United States Department of Labor, pursuant to said Acts, or (d) the labor standards provisions of any other pertinent Federal statute, shall be referred, through the Local Public Agency or Public Body and the Secretary of Housing and Urban Development, to the Secretary of Labor, United States Department of Labor, for said Secretary’s appropriate ruling of interpretation which shall be authoritative and may be relied upon for the purposes of this Contract.

CERTIFICATION

Certification – All information provided above is true and complete to the best of my knowledge and belief. I certify that I will comply with the aforementioned local, state and federal requirements and provide proof of such to the City to confirm compliance with said laws and regulations.

Signature

Date

(Print Name and Title)

(STATUTORY ASSURANCES AND COMPLIANCES)- 12.2023

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE.



Appendix L – Certification of Bidder Regarding Civil Rights Laws and Regulations Form

U.S. Department of Housing and Urban Development	
CERTIFICATION OF BIDDER REGARDING CIVIL RIGHTS LAWS AND REGULATIONS	
INSTRUCTIONS FOR CERTIFICATION OF BIDDER REGARDING Executive Order 11246 and Federal Laws Requiring Federal Contractor to adopt and abide by equal employment opportunity and affirmative action in their hiring, firing, and promotion practices. This includes practices related to race, color, gender, religion, national origin, disability, and veterans’ rights.	
NAME AND ADDRESS OF BIDDER (include ZIP Code)	
CERTIFICATION BY BIDDER	
Bidder has participated in a previous contract or subcontract subject to Civil Rights Laws and Regulations. <input type="checkbox"/> Yes <input type="checkbox"/> No	
The undersigned hereby certifies that: <input type="checkbox"/> The <u>Provision of Local Training, Employment, and Business Opportunities</u> clause (Section 3 provision) is included in the Contract. A written Section 3 plan (Local Opportunity Plan) was prepared and submitted as part of the bid proceedings (if bid equals or exceeds \$100,000). <input type="checkbox"/> The <u>Equal Opportunity</u> clause is included in the Contract (if bid equals or exceeds \$10,000).	
Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended? <input type="checkbox"/> Yes <input type="checkbox"/> No	
NAME AND TITLE OF SIGNER (Please type)	
SIGNATURE	DATE

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT
IS A PART OF THE SOLICITATION PACKAGE.**



Appendix M – Contractor’s Local Opportunity Plan Form

_____ agrees to implement the following specific affirmative action steps directed at increasing the utilization of low income residents and businesses within Brazoria County and the _____.

- A. To ascertain from the Brazoria County Community Development Program staff the exact boundaries of the project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
- B. To attempt to recruit from within the project area low income residents through: local advertising media, signs placed at the proposed site from the project, and community organizations and public or private institutions operating within and servicing the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U. S. Employment Service.
- C. To maintain a list of all low-income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- D. To insert this plan in all bid documents and to require all bidders on subcontracts to submit an affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.
- E. To insure that subcontracts (greater than \$10,000) which are typically let on a negotiated rather than a bid basis in areas other than the covered project area are also let on a negotiated basis, whenever feasible, in a covered project area.
- F. To formally contact unions, subcontractors, and trade associations to secure their cooperation in this effort.
- G. To insure that all appropriate project area business concerns are notified of pending subcontractural opportunities.
- H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.
- I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this plan.
- J. To maintain records concerning the amount and number of labor hours which contribute to objectives.
- K. To maintain records of all projected work force needs for all phases of the project by occupation, trade, skill level, and number of positions and to update these projections based on the extent to which hiring meets these Local Opportunity Plan objectives.



Proposed Contracts Breakdown

<u>Type of Contracts</u>	<u>No. of Contracts</u>	<u>Approx. Total Dollar Amount</u>	<u>Estimated No. to Local Businesses</u>	<u>Estimated \$ Amount to Local Businesses</u>

Estimated Project Workforce Breakdown

<u>Job Titles</u>	<u>No. of Positions</u>	<u>No. of Positions Currently Filled</u>	<u>No. of Positions Not Filled</u>	<u>No. of Positions to Fill with L/M Residents</u>
TOTALS:				

As officers and representatives of _____, I have read and fully agree to this plan, and become a party to the full implementation of the program and its provisions.

Signature

Date

Print Name and Title

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Appendix N – Certification of Non-Segregated Facilities Form

The federally assisted construction contractor certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the equal opportunity clause in this contract. As used in this certification, the term “segregated facilities” means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time-clocks, locker rooms and other storage or dressing areas, transportation, and housing facilities provided for employees on the basis of race, color, religion, sex or national origin, because of habit, local custom, or any other reason.

The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$100,000 which are not exempt from the provisions of the equal opportunity clause, and that he will retain such certifications in his files.

NOTICE TO PROSPECTIVE CONTRACTORS OF REQUIREMENT FOR CERTIFICATION OF NON-SEGREGATED FACILITIES:

A Certification of Non-segregated Facilities must be submitted prior to the award of a contract or subcontract exceeding \$100,000 which is not exempt from the provisions of the Equal Opportunity Clause.

CERTIFICATION

Certification – The information above is true and complete to the best of my knowledge and belief.

Signature

Date

(Print Name and Title)

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Appendix O – Section 504 Certification Form

POLICY OF NONDISCRIMINATION ON THE BASIS OF DISABILITY

The _____ does not discriminate on the basis of disability status in the admission or access to, or treatment or employment in, its federally assisted programs or activities.

(Name) _____

(Address) _____

City State Zip

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE.



Appendix P - Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements Form

The undersigned _____ of _____ certifies, to the best of its knowledge and belief, that:

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

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 752, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signed: _____ Date: _____

Title: _____

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Appendix Q – Conflict of Interest Form

INFORMATION REGARDING VENDOR CONFLICT OF INTEREST QUESTIONNAIRE

WHO: The following persons must file a Conflict-of-Interest Questionnaire with the City if the person has an employment or business relationship with an officer of the City that results in taxable income exceeding \$2,500 during the preceding twelve – month period, or an officer or a member of the officer’s family has accepted gifts with an aggregate value of more than \$250 during the previous twelve – month period and the person engages in any of the following actions:

1. contracts or seeks to contract for the sale or purchase of property, goods, or services with the City, including any of the following:
 - a. written and implied contracts, utility purchases, purchase orders, credit card purchases, and any purchase of goods and services by the City
 - b. contracts for the purchase or sale of real estate property, personal property including an auction of property.
 - c. tax abatement and economic development agreements
2. submits a Bid/Proposal to sell goods or services or responds to a request for a bid/proposal for services.
3. enters into negotiations with the City for a contract; or
4. applies for a tax abatement and/or economic development incentive that will result in a contract with the City.

THE FOLLOWING ARE CONSIDERED OFFICERS OF THE CITY:

1. Mayor and City Council Members.
2. City Manager.
3. Board and Commission members and appointed members by the Mayor and City Council.
4. Directors of development corporations.

EXCLUSIONS: A questionnaire statement does not be filed if the money paid to a local government official was a political contribution, a gift to a member of the officer’s family from a family member; a contract or purchase of less than \$2,500 or a transaction at a price and subject to terms available to the public; a payment for food, lodging, transportation or entertainment; or a transaction subject to rate or fee regulation by a governmental entity or agency.

WHAT: A person or business that contracts with the City or who seeks to contract with the City must file “Conflict of Interest Questionnaire” (FORM CIQ) which is available online at www.ethics.state.tx.us and a copy of which is attached to this appendix.

WHEN: The person or business must file:

1. the questionnaire – no later than seven days after the date the person or business begins contract discussions or negotiations with the municipality, or submits an application, responds to a request for proposals or Proposals, correspondence, or other writing related to a potential contract or agreement with the City; and an updated questionnaire – within seven days after the date of an event that would make a filed questionnaire incomplete or inaccurate.



2. It does not matter if the submittal of a Proposal or proposal results in a contract. The statute requires a vendor to file a FORM CIQ at the time a proposal is submitted, or negotiations commence.



CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>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).</p> <p>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.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY Date Received	
1 Name of vendor who has a business relationship with local governmental entity.		
2 <input type="checkbox"/> 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.		
<p>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?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>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?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p>		
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 <input type="checkbox"/> 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		
_____ Name of signatory	_____ Signature	_____ Date

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE.



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

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

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

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

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

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

(2) the vendor:

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

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

or

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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



Appendix R – Certificate of Interested Parties Form

CERTIFICATE OF INTERESTED PARTIES FORM 1295

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code and, as it applies to contracts entered on or after January 1, 2016. The law states that a governmental entity may not enter certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity at the time the business entity submits the signed contract to the governmental entity. The law applies to all contracts/purchases of a governmental entity that require an action or vote by the governing body of the entity.

Interested party means:

- (1) a person who has a controlling interest in the business with whom a governmental entity or state agency contracts; or
- (2) a person who actively participates in facilitating a contract or negotiating the terms of a contract with the governmental entity or state agency, including a broker, adviser, attorney, or intermediary for the business entity.

Controlling interest means:

- (1) ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent;
- (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members;
- (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers.

You must fill out this form electronically, Form 1295, on the Texas Ethics Commission website (www.ethics.state.tx.us/File), whether you have an interested party claim or not. Then print, sign, and file with your bid. There are exemptions to electronic filing. Please read the information provided on the Texas Ethics Commission website.

**THIS DOCUMENT MUST BE COMPLETED AND WILL BE VERIFIED
AS IT IS A PART OF THE SOLICITATION PACKAGE.**



CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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



Appendix S – Verification to Not Boycott Israel Form

Texas Government Code 2270.001

We _____ (Name) are a sole proprietorship and therefore exempt from the provisions as defined below.

We _____ (Company name) have fewer than 10 employees and therefore exempt from the provisions as defined below.

If neither of the above boxes are checked, vendor shall verify the following for contracts of \$100,000.00 and above:

We, _____ (Company name), verify that we do not boycott Israel and will not boycott Israel during the term of this contract under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

Pursuant to Section 2270.001, Texas Government Code:

1. *“Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli- controlled territory, but does not include an action made for ordinary business purposes; and*
2. *“Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

PRINTED NAME

TITLE

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The following documents will become part of the contract to be awarded. It firmly lists all guidelines and requirements of this grant award.

They are only listed in this bid package for advance notice of what is expected for grant compliance.



Appendix T – Required Federal Contract Provisions

Table of Contents

1. **Debarment and Suspension**
2. **Access to Records**
3. **Retainage of Records – 3 Years**
4. **Termination for Cause (>\$10K)**
5. **Admin., Contractual, Legal Remedies (>\$50K)**
6. **HUD 4010**
7. **Davis Bacon and Copeland Anti-Kickback (>\$2K)**
8. **Equal Opportunity Clause (>\$10K)**
9. **Recovered Materials (Purchases>\$10K)**
10. **Byrd Anti-Lobbying (≥\$100K)**
11. **Contract Work Hours and Safety Standards Act**
12. **Section 3 Clause (federal funding >\$200K)**
13. **Clean Air and Water Act (>\$150K)**
14. **Build America, Buy America Act (>\$250,000 – HUD *small grants waiver through 2027*)**

Italics – Explanatory; not contract language

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

All Contracts:

THRESHOLD	PROVISION	CITATION
None	(H) Debarment and Suspension (Executive Orders 12549 and 12689)— A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)



None	The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, and the City/County, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Contractor which are pertinent to the CDBG award, in order to make audits, examinations, excerpts, and transcripts and to closeout the City's/County's CDBG contract with HUD.	2 CFR 200.336 (former 24 CFR 85.36(i)(10))
None	Grantees or subgrantees must retain all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.	2 CFR 200.333 (former 24 CFR (85.36(i)(11))
>\$10,000	(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.	2 CFR 200 APPENDIX II (B)
>\$50,000	(A) Contracts for more than \$50,000 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.	2 CFR 200 APPENDIX II (A)

Construction Contracts:

THRESHOLD	PROVISION	CITATION
>\$2,000 for Davis Bacon and Copeland "Anti-Kickback" Act; >\$100,000 for Contract Work Hours and Safety Standards Act	<p>HUD 4010 Federal labor standards provisions include:</p> <ol style="list-style-type: none"> 1. <i>Davis Bacon Act (40 U.S.C. 3141 et seq.) as supplemented by DOL regulations (29 CFR part 5);</i> 2. <i>Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3); and</i> 3. <i>Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq.)</i> <p><i>See HUD 4010 contract language in Appendix F. Inclusion of this language into the construction contract satisfies contract requirements of the separate acts noted.</i></p>	
	<p><i>Compliance with the Davis-Bacon Act (40 U.S.C. 3141 et seq.) as supplemented by Department of Labor regulations (29 CFR part 5) and with the Copeland "Anti-Kickback" Act (18 U.S.C. 874; 40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR part 3):</i></p>	



<p>>\$2,000</p> <p>(Satisfied with inclusion of HUD 4010)</p>	<p>(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.</p>	<p>2 CFR 200</p> <p>APPENDIX II (D)</p>
--	--	---



<p>>\$10,000</p>	<p>a) Equal Employment Opportunity. <i>Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract”</i></p> <p><i>in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”</i></p> <p><i>Therefore, include the following EO clause (not in italics) in construction contracts > \$10,000:</i></p> <p>§60-1.4(b) Equal opportunity clause.</p> <p><i>(b) Federally assisted construction contracts. Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:</i></p> <p><i>The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:</i></p> <p>During the performance of this contract, the contractor agrees as follows:</p> <p>(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to</p>	<p>2 CFR 200</p> <p>APPENDIX II (C)</p> <p>and</p> <p>41 CFR §60-1.4(b)</p>
---------------------	---	---



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.

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

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

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.



(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) 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.



The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(c) Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.



	<p>d) Incorporation by reference. The equal opportunity clause may be incorporated by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Deputy Assistant Secretary may designate.</p> <p>e) Incorporation by operation of the order. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written.</p> <p>f) Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings.</p> <p>[43 FR 49240, Oct. 20, 1978, as amended at 62 FR 66971, Dec. 22, 1997; 79 FR 72993, Dec. 9, 2014; 80 FR 54934, September 11, 2015]</p>	
<p>Purchase price > \$10,000</p>	<p>Per 2 CFR 200.322, Procurement of Recovered Materials, Grantees, subgrantees, and their contractors must comply with section 6002 of the Solid Waste Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.</p>	<p>2 CFR 200 APPENDIX II (J) and 2 CFR 200.322</p>



<p>≥\$100,000</p>	<p>(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 752)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 752. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.</p>	<p>2 CFR 200 APPENDIX II (I) and 24 CFR §570.303</p>
<p>>\$100,000 (Satisfied with inclusion of HUD 4010)</p>	<p>(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.</p>	<p>2 CFR 200 APPENDIX II (E)</p>



<p>>\$200,000 Federal Projects</p>	<p>§ 75.27 Contract provisions.</p> <p>(a) Recipients must include language applying Section 3 requirements in any subrecipient agreement or contract for a Section 3 covered project.</p> <p>(b) Recipients of Section 3 funding must require subrecipients, contractors, and subcontractors to meet the requirements of § 75.19, regardless of whether Section 3 language is included in recipient or subrecipient agreements, program regulatory agreements, or contracts.</p> <p>75.19 Requirements.</p> <p>(a) Employment and training.</p> <p>(1) To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients covered by this subpart shall ensure that employment and training opportunities arising in connection with Section 3 projects are provided to Section 3 workers within the metropolitan area (or nonmetropolitan county) in which the project is located.</p> <p>(2) Where feasible, priority for opportunities and training described in paragraph (a)(1) of this section should be given to:</p> <ul style="list-style-type: none"> (i) Section 3 workers residing within the service area or the neighborhood of the project, and (ii) Participants in YouthBuild programs. <p>(b) Contracting.</p> <p>(1) To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients covered by this subpart shall ensure contracts for work awarded in connection with Section 3 projects are provided to business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which the project is located.</p> <p>(2) Where feasible, priority for contracting opportunities described in paragraph (b)(1) of this section should be given to:</p> <ul style="list-style-type: none"> (i) Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the service area or the neighborhood of the project, and (ii) YouthBuild program 	<p>24 CFR §75</p>
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<p>>\$150,000</p>	<p>(G) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).</p>	<p>2 CFR 200 APPENDIX II (G)</p>
<p>>\$250,000 (total project- HUD de minimus and small grants waiver applicable until 2027)</p>	<p>Applying the Buy America Preference to a Federal award.</p> <p>(a) Applicability of Buy America Preference to infrastructure projects. The Buy America Preference applies to Federal awards where funds are appropriated or otherwise made available for infrastructure projects in the United States, regardless of whether infrastructure is the primary purpose of the Federal award.</p> <p>(b) Including the Buy America Preference in Federal awards. All Federal awards with infrastructure projects must include the Buy America Preference in the terms and conditions. The Buy America Preference must be included in all subawards, contracts, and purchase orders for the work performed, or products supplied under the Federal award. The terms and conditions of a Federal award flow down to subawards to subrecipients unless a particular section of the terms and conditions of the Federal award specifically indicate otherwise.</p> <p>(c) Infrastructure in general. Infrastructure encompasses public infrastructure projects in the United States, which includes, at a minimum, the structures, facilities, and equipment for roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and structures, facilities, and equipment that generate, transport, and distribute energy including electric vehicle (EV) charging.</p> <p>(d) Interpretation of infrastructure. The Federal awarding agency should interpret the term “infrastructure” broadly and consider the description provided in paragraph (c) of this section as illustrative and not exhaustive. When determining if a particular project of a type not listed in the description in paragraph (c) constitutes “infrastructure,” the Federal awarding agency should consider whether the project will serve a public function, including whether the project is publicly owned</p>	<p>2 CFR 184; 2 CFR 200.322</p>



	<p>and operated, privately operated on behalf of the public, or is a place of public accommodation, as opposed to a project that is privately owned and not open to the public.</p> <p>(e) Categorization of articles, materials, and supplies. (1) An article, material, or supply should only be classified into one of the following categories:</p> <ul style="list-style-type: none">(i) Iron or steel products;(ii) Manufactured products;(iii) Construction materials; or(iv) Section 70917(c) materials. <p>(2) An article, material, or supply should not be considered to fall into multiple categories. In some cases, an article, material, or supply may not fall under any of the categories listed in paragraph (e)(1) of this section. The classification of an article, material, or supply as falling into one of the categories listed in paragraph (e)(1) must be made based on its status at the time it is brought to the work site for incorporation into an infrastructure project. In general, the work site is the location of the infrastructure project at which the iron, steel, manufactured products, and construction materials will be incorporated.</p> <p>(f) Application of the Buy America Preference by category. An article, material, or supply incorporated into an infrastructure project must meet the Buy America Preference for only the single category in which it is classified.</p>	
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Appendix U – General Labor and Participant Requirements

A. Civil Rights

1. Compliance

The Contractor agrees to comply with Title VI of the Civil Rights Act of 1964 as amended; Title VIII of the Civil Rights Act of 1968 as amended; Section 109 of Title 1 of the Housing and Community Development Act of 1974; Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; the Age Discrimination Act of 1975; Executive Order 11063; and Executive Order 11246 as amended by Executive Orders 11375 and 12086; and all other applicable requirements of 24 C.F.R. Part 570, Subpart K.

B. Affirmative Action

1. Approved Plan

The Contractor agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965. The Grantee shall provide Affirmative Action guidelines to the Contractor to assist in the formulation of such program, upon request. The Contractor shall submit a plan for an Affirmative Action Program for approval prior to the award of funds, if applicable.

2. Women/Minority Business Enterprise/HUBs/Labor Area Surplus Firms

The Contractor will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the term "minority and women business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian Americans, and American Indians. The Contractor may rely on written representations by businesses regarding their status as minority and women business enterprises in lieu of an independent investigation. The Contractor will encourage Historically Underutilized Businesses (HUB's) to participate in the bid/RFP processes, per Code of Federal Regulations, Title 2, § 200.321, "Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms".



3. Grievance

Contractor will provide clients with information concerning submission of complaints and notify all customers of the grievance procedure, as outlined in “E.” Grievance notification will be posted at Contractor location and will list grievance office and contact telephone number. Grievance notification must identify Grantee as a funding source and the telephone number to reach Grantee. Any complaints received concerning the Contractor and services provided shall be directed to the representative of the Grantee as provided in “E.”

C. **Labor Standards**

1. OSHA

Where employees are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous or dangerous to the participant's health or safety.

2. System for Award Management (SAM) and Duns and Bradstreet (DUNS)

All Contractors must have a Duns and Bradstreet (DUNS) number and be cleared through the System for Award Management (SAM) to be eligible to participate in federally funded contracts. Registration is free.

3. Drug Free Workplace

All profit or non-profit agencies or organizations receiving state or federal grant funds under the official sponsorship of the City of ___ must certify on an annual basis their compliance with the requirements of the “Drug Free-Workplace Act of 1988.” Employees are specifically prohibited from manufacturing, distributing, possessing, purchasing, and using illegal drugs or controlled substances in the workplace or in any other facility, location or transport in which the employee is required to be present in order to perform his or her job function.

D. **Prohibited Activity**

The Contractor is prohibited from using CDBG funds or personnel employed in the administration of the program for political activities, sectarian/religious activities, lobbying, political patronage, and/or nepotism activities.

1. Hatch Act

The Contractor agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.



2. Religious Organization

The Contractor agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the federal regulations specified in 24 C.F.R. 570.200(j).4.

E. Conflict of Interest

The Contractor agrees to abide by the provisions of 24 C.F.R. 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Contractor further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the Contractor hereunder. These conflict-of-interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or of any designated public agencies or Contractors that are receiving funds under the CDBG Entitlement program.

In applying for CDBG funds, the Contractor shall provide City of FREEPORT with disclosure of the nature of any perceived or actual conflict of interests. If at any time during the course of the term of this Agreement any actual or perceived conflict of interest arises, Contractor agrees to provide a new Conflict of Interest Disclosure form to City of FREEPORT. Failure to disclose any perceived or actual conflicts of interest may result in termination of this Agreement.

F. False Claims

The Contractor also agrees to abide by 18 U.S.C. 286, which provides for conspiracy to defraud the Federal Government with Respect to Claims. In addition, the Contractor will also abide by the False Claims Act (31 U.S.C. 3729 et seq.); 18 U.S.C. 287 relating to False, Fictitious and Fraudulent Claims; 18 U.S.C. 245 Federally Protected Activities; 18 U.S.C. 1001 regarding General Statements or Entries; the Program Fraud Civil Remedies Act (31 U.S.C. 3801-3812); the Federal Claims Collection Act of 1966 (31 U.S.C. 952) as amended by the Derby Collection Act of 1982; the Meritorious Claims Act (31 U.S.C. 3702); the Tucker Act (28 U.S.C. 1346, 1491, and 2501); the Wunderlich Act (41 U.S.C. 321-322); the Anti-Deficiency Act (31 U.S.C. 1341); and Section 208(a) of the Intergovernmental Personnel Act of 1970, as amended.

G. Gender Neutral – Gender References

When necessary, unless the context clearly requires otherwise, any gender-specific or gender-neutral term in this Contract (for example, he, she, it, etc.) is to be read as referring to any



other gender or to no gender.

H. Certificate of Interested Parties (Form 1295)

All contracts will require the completion of Form 1295 "Certificate of Interested Parties" pursuant to Government Code § 2252.908.

I. Obligation by Brazoria County or Federal Government

"Brazoria County or the Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

HUD-4010

U.S. Department of Housing and Urban Development

Federal Labor Standards Provisions

Office of Davis-Bacon and Labor Standards

A. APPLICABILITY

The Project or Program to which the construction work covered by this Contract pertains is being assisted by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

1. Minimum wages and fringe benefits

i. All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in 29 CFR 5.5(d) and (e), the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of these contract clauses; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be



constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under 29 CFR 5.5(a)(1)(iii)) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

ii. Frequently recurring classifications

A. In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to 29 CFR 5.5(a)(1)(iii), provided that:

1. The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
2. The classification is used in the area by the construction industry; and
3. The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

B. The Administrator will establish wage rates for such classifications in accordance with 29 CFR 5.5(a)(1)(iii)(A)(3). Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

iii. Conformance

A. The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
2. The classification is used in the area by the construction industry; and
3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

B. The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.



C. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

D. In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

E. The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under 29 CFR 5.5 (a)(1)(iii)(C) and (D). The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to 29 CFR 5.5 (a)(1)(iii)(C) or (D) must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

iv. Fringe benefits not expressed as an hourly rate

Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

v. Unfunded plans

If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in 29 CFR 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

vi. Interest In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.



2. Withholding

i. Withholding requirements

The U. S. Department of Housing and Urban Development may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in 29 CFR 5.5(a) for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in 29 CFR 5.5(a)(3)(iv), HUD may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

ii. Priority to withheld funds

The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

- A. A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- B. A contracting agency for its procurement costs;
- C. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- D. A contractor's assignee(s);
- E. A contractor's successor(s); or
- F. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

3. Records and certified payrolls

i. Basic record requirements

A. Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and



preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

B. Information required Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

C. Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(v) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

D. Additional records relating to apprenticeship Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

ii. **Certified payroll requirements**

A. Frequency and method of submission The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to HUD if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system

B. Information required The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i)(B), except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls



need only include an individually identifying number for each worker (e.g., the last four digits of the worker’s Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

C. Statement of Compliance Each certified payroll submitted must be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor, or the contractor’s or subcontractor’s agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

1. That the certified payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information and basic records are being maintained under 29 CFR 5.5 (a)(3)(i), and such information and records are correct and complete;
2. That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and
3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

D. Use of Optional Form WH-347 The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the “Statement of Compliance” required by 29 CFR 5.5(a)(3)(ii)(C).

E. Signature The signature by the contractor, subcontractor, or the contractor’s or subcontractor’s agent must be an original handwritten signature or a legally valid electronic signature.

F. Falsification The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

G. Length of certified payroll retention The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.



iii. Contracts, subcontracts, and related documents The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

iv Required disclosures and access

A. Required record disclosures and access to workers The contractor or subcontractor must make the records required under 29 CFR 5.5(a)(3)(i)–(iii), and any other documents that HUD or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by 29 CFR 5.1, available for inspection, copying, or transcription by authorized representatives of HUD or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

B. Sanctions for non-compliance with records and worker access requirements If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to 29 CFR 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

C. Required information disclosures Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to HUD if the agency is a party to the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.



4. Apprentices and equal employment opportunity

i. Apprentices

A. Rate of pay Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

B. Fringe benefits Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

C. Apprenticeship ratio The allowable ratio of apprentices to journeymen on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to 29 CFR 5.5(a)(4)(i)(D). Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in 29 CFR 5.5(a)(4)(i)(A), must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

D. Reciprocity of ratios and wage rates Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

ii Equal employment opportunity The use of apprentices and journeymen under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.



- 5 Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
- 6 Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (11), along with the applicable wage determination(s) and such other clauses or contract modifications as the U.S. Department of Housing and Urban Development may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.
- 7 Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- 8 Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- 9 Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
- 10. Certification of eligibility.**

 - i. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).
 - ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).
 - iii. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.
- 11 Anti-retaliation** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

 - i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;



- ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;
- iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5; or
- iv. Informing any other person about their rights under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5.

B. Contract Work Hours and Safety Standards Act (CWHSSA)

The Agency Head must cause or require the contracting officer to insert the following clauses set forth in 29 CFR 5.5(b)(1), (2), (3), (4), and (5) in full, or (for contracts covered by the Federal Acquisition Regulation) by reference, in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses must be inserted in addition to the clauses required by 29 CFR 5.5(a) or 4.6. As used in this paragraph, the terms “laborers and mechanics” include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in 29 CFR 5.5(b)(1) the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in 29 CFR 5.5(b)(1), in the sum of \$31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 CFR 5.5(b)(1).

3. Withholding for unpaid wages and liquidated damages

i. **Withholding process** The U.S Department of Housing and Urban Development or the recipient of Federal assistance may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in 29 CFR 5.5(b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the



contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

ii Priority to withheld funds The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

- A. A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- B. A contracting agency for its procurement costs;
- C. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- D. A contractor's assignee(s);
- E. A contractor's successor(s); or
- F. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in 29 CFR 5.5(b)(1) through (5) and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR 5.5(b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5 Anti-retaliation It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in 29 CFR part 5;
- ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or 29 CFR part 5;
- iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or 29 CFR part 5; or
- iv. Informing any other person about their rights under CWHSSA or 29 CFR part 5.



C. CWHSSA required records clause In addition to the clauses contained in 29 CFR 5.5(b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by 29 CFR 5.1, the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.

D. Incorporation of contract clauses and wage determinations by reference Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.

E. Incorporation by operation of law The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by 29 CFR 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

F. HEALTH AND SAFETY

The provisions of this paragraph (F) are applicable where the amount of the prime contract exceeds **\$100,000.**

- 1.** No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
- 2.** The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.



3. The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

Previous editions obsolete

Form HUD-4010, (10/2023)

ref. Handbook 1344.1



Appendix V – Equal Opportunity Guidelines for Construction Contractors

Note: To be included in bid packet and distributed at the preconstruction conference (optional)

1. What are the responsibilities of the offeror or bidder to ensure equal employment opportunity?

For contracts over \$ 10,000, the offeror or bidder must comply with the "Equal Opportunity Clause" and the "Standard Federal Equal Opportunity Construction Contract Specifications."

2. Are construction contractors required to ensure a legal working environment for all employees?

Yes, it is the construction contractor's responsibility to provide an environment free of harassment, intimidation, and coercion to all employees and to notify all foremen and supervisors to carry out this obligation, with specific attention to minority or female individuals.

3. To alleviate developing separate facilities for men and women on all sites, can a construction contractor place all women employees on one site?

No, two or more women should be assigned to each site when possible.

4. Are construction contractors required to make special outreach efforts to Section 3 or minority and female recruitment sources?

Yes, construction contractors must establish a current list of Section 3, minority and female recruitment sources. Notification of employment opportunities, including the availability of on-the-job training and apprenticeship programs, should be given to these sources. The efforts of the construction contractors should be kept in file.

5. Should records be maintained on the number of Section 3 residents, minority and females applying for positions with construction contractors?

Yes, records must be maintained to include a current list of names, addresses and telephone numbers of all Section 3, minority and female applicants. The documentation should also include the results of the applications submitted.

6. What happens if a woman or minority is sent to the union by the Contractor and is not referred back to the Contractor for employment?

If the unions impede the construction contractor's responsibility to provide equal employment opportunity, a written notice should be submitted to GLO.

7. What efforts are made by construction contractors to create entry-level positions for Section 3 residents, women and minorities?



Construction contractors are required to develop on-the-job training programs, or participate in training programs, especially those funded by the Department of Labor, to create positions for Section 3 residents, women and minorities and to meet employment needs.

8. Are any efforts made by the Contractor to publicize their Equal Employment Opportunity (EEO) policy?

Yes, the construction contractor is responsible for notifying unions and sources of training programs of their equal employment opportunity policy. Unions should be requested to cooperate in the effort of equal opportunity. The policy should be included in any appropriate manuals, or collective bargaining agreements. The construction contractor is encouraged to publicize the equal employment opportunity policy in the company newspaper and annual report. The Contractor is also responsible to include the EEO policy in all media advertisement.

9. Are any in-service training programs provided for staff to update the EEO policy?

At least annually a review of the EEO policy and the affirmative action obligations are required of all personnel employees of a decision-making status. A record of the meeting including date, time, location, persons present, subject matter discussed, and disposition of the subject matter should be maintained.

10. What recruitment efforts are made for Section 3 residents, minorities and women?

The construction contractor must notify, both orally and in writing, Section 3, minority and female recruitment sources one month prior to the date of acceptance for apprenticeship or other training programs.

11. Are any measures taken to encourage promotions for minorities and women?

Yes, an annual evaluation should be conducted for all minority and female personnel to encourage these employees to seek higher positions.

12. What efforts are taken to insure that personnel policies are in accordance with the EEO policy?

Personnel policies in regard to job practices, work assignments, etc. should be continually monitored to insure that the EEO policy is carried out.

13. Can women be excluded from utilizing any facilities available to men?

No, all facilities and company activities are non-segregated except for bathrooms or changing facilities to ensure privacy.

14. What efforts should be utilized to include minority and female contractors and suppliers?

Take affirmative steps to ensure that small, minority, and women owned businesses are included on all lists for contractors/service providers. Solicit these businesses when issuing RFPs and RFQs and soliciting construction bids. Divide project activities into small tasks to allow participation. Keep records of all offers to minority and female construction contractors.



15. If a construction contractor participates in a business related association that does not comply with equal opportunity affirmative action standards, does that show his/her failure to comply?

No, the construction contractor is responsible for its own compliance.

16. Can a construction contractor hire a subcontractor who has been debarred from government contracts pursuant to EEO?

No. The construction contractor must suspend, terminate or cancel its contract with any Subcontractor who is in violation of the EEO policy.

17. What effort has been taken by the construction contractor to monitor all employment to insure the company EEO policy is being carried out?

The construction contractor must designate a responsible individual to keep accurate records of all employees that includes specific information required by the government.



Appendix W - Section 3 of the Housing and Urban Development Act of 1968 (24 CFR Part 75)

This part establishes the requirements to be followed to ensure the objectives of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (Section 3) are met. The purpose of Section 3 is to ensure that economic opportunities, most importantly employment, generated by certain HUD financial assistance shall be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing or residents of the community in which the Federal assistance is spent.

§ 75.21 Targeted Section 3 worker for housing and community development financial assistance.

- (a) Targeted Section 3 worker. A Targeted Section 3 worker for housing and community development financial assistance means a Section 3 worker who is:
- (1) A worker employed by a Section 3 business concern; or
 - (2) A worker who currently fits or when hired fit at least one of the following categories, as documented within the past five years:
 - (i) Living within the service area or the neighborhood of the project, as defined in § 75.5; or
 - (ii) A YouthBuild participant.
 - (b) [Reserved]

§ 75.23 Section 3 safe harbor.

- (a) General. Recipients will be considered to have complied with requirements in this part, in the absence of evidence to the contrary if they:
- (1) Certify that they have followed the prioritization of effort in § 75.19; and
 - (2) Meet or exceed the applicable Section 3 benchmark as described in paragraph (b) of this section.
- (b) Establishing benchmarks.
- (1) HUD will establish Section 3 benchmarks for Section 3 workers or Targeted Section 3 workers or both through a document published in the Federal Register. HUD may establish a single nationwide benchmark for Section 3 workers and a single nationwide benchmark for Targeted Section 3 workers, or may establish multiple benchmarks based on geography, the nature of the Section 3 project, or other variables. HUD will update the benchmarks through a document published in the Federal Register, subject to public comment, not less frequently than once every 3 years. Such notice shall include aggregate data on labor hours and the proportion of recipients meeting benchmarks, as well as other metrics reported pursuant to § 75.25 as deemed appropriate by HUD, for the 3 most recent reporting years.
 - (2) In establishing the Section 3 benchmarks, HUD may consider the industry averages for labor hours worked by specific categories of workers or in different localities or regions; averages for labor hours worked by Section 3 workers and Targeted Section 3 workers as reported by recipients pursuant to



this section; and any other factors HUD deems important. In establishing the Section 3 benchmarks, HUD will exclude professional services from the total number of labor hours as such hours are excluded from the total number of labor hours to be reported per § 75.25(a)(4).

(3) Section 3 benchmarks will consist of the following two ratios:

(i) The number of labor hours worked by Section 3 workers divided by the total number of labor hours worked by all workers on a Section 3 project in the recipient's program year.

(ii) The number of labor hours worked by Targeted Section 3 workers as defined in § 75.21(a), divided by the total number of labor hours worked by all workers on a Section 3 project in the recipient's program year.

§ 75.25 Reporting.

(a) Reporting of labor hours.

(1) For Section 3 projects, recipients must report in a manner prescribed by HUD:

(i) The total number of labor hours worked;

(ii) The total number of labor hours worked by Section 3 workers; and

(iii) The total number of labor hours worked by Targeted Section 3 workers.

(2) Section 3 workers' and Targeted Section 3 workers' labor hours may be counted for five years from when their status as a Section 3 worker or Targeted Section 3 worker is established pursuant to § 75.31.

(3) The labor hours reported under paragraph (a)(1) of this section must include the total number of labor hours worked on a Section 3 project, including labor hours worked by any subrecipients, contractors and subcontractors that the recipient is required, or elects pursuant to paragraph (a)(4) of this section, to report.

(4) Recipients reporting under this section, as well as subrecipients, contractors and subcontractors who report to recipients, may report labor hours by Section 3 workers, under paragraph (a)(1)(ii) of this section, and labor hours by Targeted Section 3 workers, under paragraph (a)(1)(iii) of this section, from professional services without including labor hours from professional services in the total number of labor hours worked under paragraph (a)(1)(i) of this section. If a contract covers both professional services and other work and the recipient or contractor or subcontractor chooses not to report labor hours from professional services, the labor hours under the contract that are not from professional services must still be reported.

(5) Recipients may report their own labor hours or that of a subrecipient, contractor, or subcontractor based on the employer's good faith assessment of the labor hours of a full-time or part-time employee informed by the employer's existing salary or time and attendance-based payroll systems, unless the project or activity is otherwise subject to requirements specifying time and attendance reporting.

(b) Additional reporting if Section 3 benchmarks are not met. If the recipient's reporting under paragraph (a) of this section indicates that the recipient has not met the Section 3 benchmarks described



in § 75.23, the recipient must report in a form prescribed by HUD on the qualitative nature of its activities and those its contractors and subcontractors pursued. Such qualitative efforts may, for example, include but are not limited to the following:

- (1) Engaged in outreach efforts to generate job applicants who are Targeted Section 3 workers.
 - (2) Provided training or apprenticeship opportunities.
 - (3) Provided technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).
 - (4) Provided or connected Section 3 workers with assistance in seeking employment including: drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services.
 - (5) Held one or more job fairs.
 - (6) Provided or referred Section 3 workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, child care).
 - (7) Provided assistance to apply for/or attend community college, a four-year educational institution, or vocational/technical training.
 - (8) Assisted Section 3 workers to obtain financial literacy training and/or coaching.
 - (9) Engaged in outreach efforts to identify and secure bids from Section 3 business concerns.
 - (10) Provided technical assistance to help Section 3 business concerns understand and bid on contracts.
 - (11) Divided contracts into smaller jobs to facilitate participation by Section 3 business concerns.
 - (12) Provided bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.
 - (13) Promoted use of business registries designed to create opportunities for disadvantaged and small businesses.
 - (14) Outreach, engagement, or referrals with the state one-stop system as defined in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.
- (c) Reporting frequency. Unless otherwise provided, recipients must report annually to HUD under paragraph (a) of this section, and, where required, under paragraph (b) of this section, on all projects completed within the reporting year in a manner consistent with reporting requirements for the applicable HUD program.



Appendix X – Section 3 Requirements

Section 3 of the Housing and Urban Development Act of 1968 requires that, to the greatest extent feasible, economic opportunity generated by CDBG funds and other HUD assistance, most importantly employment, is directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, as well as residents of the community in which the federal funds are spent.

The Contractor agrees to comply with HUD's regulations in Section 3 Regulations, which implement Section 3. As evidenced by their execution of this Contract, the Contractor certifies that they are under no contractual or other impediment that would prevent them from complying with the Section 3 Regulations.

The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this section of the Contract, 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 and shall set forth the following: (i) minimum number and job titles subject to hire, (ii) availability of apprenticeship and training positions, (iii) qualifications for each, (iv) name and location of the person(s) taking applications for each of the positions, and (v) the anticipated date the work shall begin.

The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in Section 3 Regulations 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 Section 3 Regulations. 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 Section 3 Regulations.

HUD established benchmarks for Section 3 goals and expects the CDBG program to cumulatively report 25% of the total labor hours for grant-assisted projects each year as performed by Section 3 Workers; the HUD benchmark for Targeted Section 3 Workers is 5% of total labor hours worked.

Failure to achieve these benchmarks requires additional justification by the state, which may necessitate additional information from Grant Recipients.



HUD's regulations for implementing Section 3 mandates can be found at 24 CFR Part 75. These administrative rules establish the requirements to be followed to ensure the objectives of Section 3 are met. Federal rules do not require Grant Recipients to contract or subcontract with a Section 3 business concern, nor do the rules require hiring of Section 3 workers. However, the Contractor must be able to demonstrate that, where possible, contracting, employment, and training opportunities were made available to workers and businesses meeting Section 3 designation criteria.

Applicability

Section 3 requirements apply to all CDBG grants.

- The requirements apply to the entire project if the CDBG financial assistance is greater than \$200,000, regardless of whether the Section 3 project is fully- or partially-funded with CDBG assistance.
- All construction contracts must comply with the programmatic requirements below.
- Section 3 goals and data reporting requirements generally do not apply to contracts for materials, planning, and professional services. Professional services include non-construction services that require an advanced degree or professional licensing (e.g., engineering, architecture, land surveying, accounting).

Definitions:

Section 3 business concern means:

- (1) A business concern meeting at least one of the following criteria, documented within the last six-month period:
 - (i) It is at least 51 percent owned and controlled by low- or very low-income persons;
 - (ii) Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or
 - (iii) It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.
- (2) The status of a Section 3 business concern shall not be negatively affected by a prior arrest or conviction of its owner(s) or employees.
- (3) Nothing in this part shall be construed to require the contracting or subcontracting of a Section 3 business concern. Section 3 business concerns are not exempt from meeting the specifications of the contract.



Section 3 worker means:

- (1) Any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:
 - (i) The worker's income for the previous or annualized calendar year is below the income limit established by HUD.
 - (ii) The worker is employed by a Section 3 business concern.
 - (iii) The worker is a YouthBuild participant.
- (2) The status of a Section 3 worker shall not be negatively affected by a prior arrest or conviction.
- (3) Nothing in this part shall be construed to require the employment of someone who meets this definition of a Section 3 worker. Section 3 workers are not exempt from meeting the qualifications of the position to be filled.

Section 8-assisted housing refers to housing receiving project-based rental assistance or tenant- based assistance under Section 8 of the 1937 Act.

Service area or the neighborhood of the project means an area within one mile of the Section 3 project or, if fewer than 5,000 people live within one mile of a Section 3 project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census.

Targeted Section 3 worker has the meanings provided in § 75.11, 75.21, or 75.29, and does not exclude an individual that has a prior arrest or conviction.

Facilitate specific employment opportunities for Section 3 Workers

If new employees are needed OR if vacancies exist for work on the CDBG-assisted project, the Contractor must access the following resources to identify potential Section 3 employees—a printout of the results of the portal search in the local files is acceptable documentation of this effort. Contractors are not required to employ Section 3 workers, nor to modify the qualification or requirements of the position, but must demonstrate an effort to identify potential employees as appropriate, including documentation for any applicants that are Section 3 Workers.

- o HUD's Section 3 Opportunity Portal <https://hudapps.hud.gov/OpportunityPortal/search.action>; .
- o Texas Workforce Solutions - WorkInTexas.com; and
- o Local Workforce Solutions Office (WIOA One Stop Shop), if applicable - <https://www.twc.texas.gov/directory-workforce-solutions-offices-services>.



Additional Efforts

Record all additional efforts to ensure Section 3 Businesses have opportunity to compete for contracting opportunities, and that Section 3 Workers and Targeted Section 3 Workers have the opportunity to benefit from the CDBG assistance. These efforts support the state’s explanation, should the program not meet the established benchmarks, and identify areas where the CDBG program could support Section

3 Business and Workers in the future. Examples include:

- o Outreach efforts
- o Training or apprenticeship opportunities
- o Technical assistance to Section 3 Workers (multiple types)
- o Technical assistance to Section 3 Business concerns
- o Job fairs
- o Divide contracts into smaller jobs
- o Bonding assistance
- o Other Business registries

Criteria for All Worker Designation

All individuals performing applicable work (labor hours) for the CDBG-funded project that do not meet one of the Section 3 designations are reported only under the All Workers category.

Criteria for Section 3 Worker Designation

To comply with Section 3 Reporting requirements, the Grant Recipient must determine whether each individual performing construction or administrative work on the project meets the criteria for a Section 3 Worker. A Section 3 Worker is any worker who currently, or when hired by the current employer within the past five years, fits at least one of the following categories:

- The worker’s individual income for the previous or annualized calendar year is below the most current income limit published at https://www.huduser.gov/portal/datasets/il.html#2022_query for use in income surveys. NOTE: Income of family members other than the employee are excluded from this determination.
- The worker is employed by a Section 3 business concern.
- The worker is a YouthBuild participant.

Each Section 3 Worker’s status must be documented with one of the following:

- A worker’s self-certification that their income is below the income limit using the CDBG Income Survey Questionnaire, clearly marked in the place field as “Section 3 Income Only”;



- A worker’s self-certification of participation in a means-tested program such as Section 8-assisted housing;
- Certification from a public housing authority (PHA), or the owner or property manager of project-based Section 8-assisted housing, or the administrator of tenant-based Section 8-assisted housing that the worker is a participant in one of their programs;
- Section 3 Employer Certification Form, certifying that each listed worker’s income from that employer is below the income limit. This certification is based on a calculation of what the worker’s wage rate would translate to if annualized on a full-time basis; or
- Section 3 Employer Certification Form if the employer is a Section 3 business, identifying all workers for the project.

Criteria for Targeted Section 3 Worker Designation

The Targeted Section 3 Worker reflects both statutory and policy priorities to direct employment and economic opportunities to low- and very low-income individuals.

For CDBG, the definition of a Targeted Section 3 Worker is a Section 3 worker that is

- employed by a Section 3 Business Concern (see Section 3 Business Designation below); or
- a worker who currently fits, or when hired, fit at least one of the following categories, as documented within the past five years:
 - ☐ Living within the service area of the project; or
 - ☐ A YouthBuild participant.

Section 3 Service Area

To correctly identify Targeted Section 3 Workers, the Grant Recipient must first confirm the Section 3 Service Area. A Section 3 Service Area for a CDBG project is determined as follows:

- Identify the project site. For infrastructure projects, the project site is the area included in the Environmental Review project description. The center point of this project site is the basis for the Section 3 Service Area.
- Identify a circle with a one-mile radius, with the project site central point as the origin.
- Calculate the population that resides within the one-mile circle. If less than 5,000 people according to the most recent U.S. Census, then aggregate census block group geographies totaling a minimum of 5,000 persons that both
 - ☐ surrounds all components of a Project Site, AND
 - ☐ most closely approximates a circle shape.



Criteria for Section 3 Business Concern Designation

One way to target grant funding to the workers that are described in HUD's Section 3 goals is to identify Section 3 Businesses. Section 3 Businesses must meet at least one of the following regulatory criteria, documented within the last six-month period:

- It is at least 51% owned and controlled by low- or very low-income persons;
- Over 75% of the labor hours performed for the business over the previous three-month period are performed by Section 3 Workers; or
- It is a business at least 51% owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

Documentation of Section 3 Business status can be met in one of two ways:

- Certification as Section 3 Business, or
- Inclusion on any list or database published by HUD reporting Section 3 status.

Section 3 Business status will be reported once for each contract for services. Once a business is determined to be a Section 3 Business, the designation will remain in effect for the life of the contract for services. Please redact Personally Identifiable Information (PII) from payroll records prior to releasing any documentation under this requirement. For construction contractor certified payroll reports, HUD requires first payroll on which each employee appears to include the employee's name and an individually identifying number. Afterward, the identifying number does not need to be reported unless it is necessary to distinguish between employees.

NOTE: However, Contractor should make every effort to ensure that Section 3 Businesses are able to effectively participate in the opportunity. Contractors should also direct their efforts to award subcontracting opportunities generated from the expenditure of housing and community development financial assistance to Section 3 Businesses.

The Contractor shall take all appropriate action, including execution of a change order or addendum to the services contract as appropriate, to ensure compliance with the revised rule where applicable.



Appendix Y – Section 3 Compliance Plan for Brazoria County CDBG Programs

I. PURPOSE.

The purpose of this Plan is to provide employment and business opportunity for businesses and lower income persons who are residents of the Brazoria County referred to as the Section 3 Area under the Community Development Block Grant Program, by setting forth procedures to be implemented by contractors and subcontractors to assure compliance with Section 3 of the Housing and Urban Development Act, as defined in 24 CFR part 75 (for project receiving federal assistance of \$200,000 or more for contractors).

II. POLICY STATEMENT

- A. The work to be performed under a Section-3 applicable contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development (HUD) and is subject to the requirements of Section 3 of the Housing and Urban Development Act (project contracts of \$200,000 or more). Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in the area or owned in substantial part by persons residing in the area of the project.
- B. Successful bidders will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development as set forth in 24 CFR part 75, and all applicable rules and orders of HUD issued thereunder prior to the execution of the contract. The parties to the contract certify and agree that they are under no contractual and other disability which would prevent them from complying with these requirements.
- C. The City, where applicable, will require the contractor to send to each labor organization or representative of workers with which they have a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of a commitment under the Section 3 clause and shall have posted copies of the notice in conspicuous places available to employees and applicants for employment or training.
- D. The City will require the contractor to include the Section 3 clause in every subcontract for work in connection with the project. The contractor will be required to take appropriate action upon a finding that the subcontractor is in violation of regulations at 24 CFR Part 75 as issued by the Secretary of Housing and Urban Development. The contractor will not subcontract with any



subcontractor where it has notice or knowledge that the latter has been found in violation of the regulations and will not execute any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

- E. Compliance with the provision of Section 3 as codified in 24 CFR Part 75, all applicable rules and order of the Department issued thereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified in the grant or loan agreement or contract through which federal assistance is provided, and/or to such sanctions as are specified by the Department in 24 CFR Part 75.

III. UTILIZATION OF SECTION 3 AREA RESIDENTS AND BUSINESSES

- A. All contractors subject to Section 3 regulation will provide a “Local Opportunity Plan” prior to the signing of a contract. This plan shows the needed number and types of job classifications, current vacant positions and expected positions for new hires in the projected work force.

IV. CONTRACTOR OR SUBCONTRACTOR AFFIRMATIVE ACTION PLAN.

All competitive bidders and negotiated contractors, subject to 24 CFR Part 75 regulations (projects receiving over \$200,000 in funding) will submit to the City of Freeport utilization goals. Evaluation of each bid and negotiated contract will include the determination of responsiveness by evaluation of the proposed goals and provisions to achieve these objectives of Section 3 regulations.

- A. Contractors will explain how they intend to target lower income residents and/or small businesses for employment or subcontracts and what actions they will use to persuade contractors to do the same.
- B. Contractors will describe all subcontracts that have been let
- C. Contractors will describe subcontracts which have not yet been let
- D. Contractors will list Employment Agencies, Workforce Commissions, News Media, and Minority Organizations, Plans Rooms or other organizations to be used in recruiting employees. A completed “Preliminary Statement of Work Force Needs” should be mailed to each organization contacted by the contractor.
- E. Contractors will identify below the names and addresses of business organizations, such as the Chamber of Commerce, etc. to be contacted to attract small businesses.



- F. Contractors will indicate the percentage of low-income residents you hope to hire in relation to total employees hired, and the time frame involved.

VI. COMPLAINTS.

Complaints alleging failure of compliance with this part may be reported to the HUD program office responsible for the Section 3 funded project. The local HUD field office contact information is below:

Department of Housing and Urban Development Community Planning Department
1301 Fannin, Suite 2200
Houston, TX 77002

VII. MONTHLY ACTIVITY REPORTS.

Contractors and subcontractors will be informed of their requirement to submit Monthly Compliance Reports of their Section 3 project hours and targeted Section 3 new hires to Brazoria County to track whether established goals will be accomplished.

IX. LOW INCOME LIMITS.

Contractors will be provided with the current low income limits as published by HUD.

X. HUB INTERNET WEBSITE.

Contractors will be provided with the internet site for searching for Historically Under-utilized Businesses (HUB's), to include MBE and WBE businesses:

<http://www.window.state.tx.us/procurement//cdbl/hubonly.html>

XI. EQUAL OPPORTUNITY CERTIFICATION.

Certification of Non-segregated Facilities must be submitted prior to the award of a federally assisted construction contract exceeding \$100,000 which is not exempt from the provisions of the equal opportunity clause. Contractors and

subcontractors receiving federally assisted construction contract awards exceeding \$100,000 which are not exempt from the provisions of the equal opportunity clause will be required to provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts



where the subcontracts exceed \$100,000 and are not exempt from the provisions of the equal opportunity clause:

XII. STATUTORY ASSURANCES AND COMPLIANCIES:

Contractors will be required to certify compliance with the following statutes:

- A. **EQUAL EMPLOYMENT OPPORTUNITY.** The Contractor will certify as to compliance with Section 109 of the Housing and Community Development Act of 1974 and in conformance with the requirements imposed by or pursuant to the Regulations of the Department of Housing and Urban Development (24 CFR Part 570.601) issued pursuant to that Section; and in accordance with that Section, no person in the United States shall on the ground of race, color, national origin 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 the Community Development funds.

- B. **COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED.** The Contractor will certify that: Contractor will comply with Title VI of the Civil Rights Act of 1964 (P.L. 83-352) and all requirements imposed by or pursuant to regulations of the Department of Justice appearing at 28 CFR et Seq and especially Subparts C and D thereof issued pursuant to that title, to the end that no person shall on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Contractor receives compensation through the City, and the United States shall have the right to seek judicial enforcement of this assurance. The Contractor agrees to post in a conspicuous place available to employees and applicants for employment, government notices setting forth the provisions of this nondiscrimination clause. The Contractor will, in all solicitations of advertisement for employees placed by or in behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, or national origin.

- C. **COMPLIANCE WITH EXECUTIVE ORDER 11246, AS AMENDED.** The contractor will certify that:
During the performance of the contract:
 - (a) The Contactor will conform to Executive Order No. 11246 of September 24, 1965 (E.O. 11246) which requires that Contractor not discriminate against any employee or applicant for employment because of race, religion, sex, color, 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, religion, sex, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or



transfer; recruitment 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 consideration for employment without regard to race, religion, sex, color, or national origin.

(c) 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 labor union or worker's representative of the Contractor's commitments under Section 202 of E.O. 11246 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Contractor will comply with all provisions of E.O. 11246, and the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The Contractor will furnish all information and reports required by E.O. 11246, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department of Housing and Urban Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the Contractor's noncompliance with the nondiscrimination clause of this contract or with any of such 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 E.O. 11246, and such other sanctions may be imposed and remedies invoked as provided in E.O. 11246, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Contractor will include the provisions of paragraphs (a) through (f) of this section in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of E.O. 11246, 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 Department of Housing and Urban Development may direct as a means of enforcing such provisions, that in the event the Contractor becomes



involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department of Housing and Urban Development the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

XIII. EMPLOYMENT OF CERTAIN PERSONS PROHIBITED.

Contractors will certify that no person under the age of sixteen years and no person who, at the time, is serving sentence in a penal or correctional institution shall be employed on the work covered by this Contract.

XIV. REGULATIONS PURSUANT TO THE COPELAND "ANTI-KICKBACK ACT".

The Contractor shall certify compliance with the most current regulations of the United States Department of Labor, made pursuant to the Copeland "Anti-Kickback Act" (48 Stat. 948:62 Stat. 862; Title U.S.C., Section 874: and Title 40 U.S.C., Section 276C – to be incorporated by reference), and any amendments thereof and shall cause these provisions to be inserted into any subcontractor's contract.

XV. CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS.

(Applicable to Federally assisted construction contracts and related subcontracts exceeding \$100,000) Contractor will certify compliance with Air and Water Acts such that during the performance of the contract, the contractor and all subcontractors shall comply with the requirements of this Clean Air Act, as amended, 42 USC 1857 at seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 at seq. and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended. In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

- (a) A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.

- (b) Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued there under.

- (c) A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.



(d) Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.

XVI. COMPLIANCE WITH FEDERAL LABOR STANDARDS PROVISIONS.

The Contractor shall certify agreement to comply with all requirements related to the Davis-Bacon Act and other federally related Labor Standard requirements as noted in the bid and contract documents. Upon request by the County, the Contractor shall agree to provide evidence of compliance consistent with this paragraph.

XVII. COMPLIANCE WITH LOCAL, STATE, AND FEDERAL REGULATIONS.

The Contractor shall certify agreement to comply with all local, state and federal laws, ordinances and regulations applicable to the services to be provided under this contract. Upon request by the County, the Contractor agrees to provide evidence of compliance consistent with this paragraph.

XVIII. QUESTIONS CONCERNING CERTAIN FEDERAL STATUTES AND REGULATIONS.

All questions arising under the Contract which relate to the application or interpretation of (a) the aforesaid Copeland Anti-Kickback Act, (b) the Contract Work Hours and Safety Standards Act, (c) the aforesaid Davis-Bacon Act, (d) the regulations issued by the Secretary of Labor, United States Department of Labor, pursuant to said Acts, or (e) the labor standards provisions of any other pertinent Federal statute, shall be referred, through the Local Public Agency or Public Body and the Secretary of Housing and Urban Development, to the Secretary of Labor, United States Department of Labor, for said Secretary's appropriate ruling of interpretation which shall be authoritative and may be relied upon for the purposes of this Contract.



Appendix Z – Attorney’s Review Certification Form

I, the undersigned, _____, the duly authorized and acting legal

representative of the _____, do hereby certify as follows:

I have examined the attached contract(s) and surety bonds and am of the opinion that each of the agreements may be duly executed by the proper parties, acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties; and that the agreements shall constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

Attorney's signature: _____ Date: _____

Print Attorney's Name: _____

Texas State Bar Number: _____