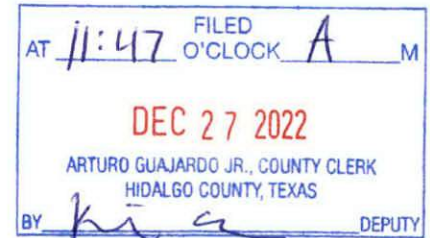


THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §



CONTRACT FOR SERVICE
C-22-5022-98-2101-0000-5CON-SLDG

THIS CONTRACT is made and entered into this 13th day of December 2022, by and between the **County of Hidalgo, Texas** by and through the **Hidalgo County Commissioners Court** (the "County"), and **National Council for Community Development, Inc. dba National Development Council** ("Company").

WHEREAS, County requested responses to notices for Request for Proposals RFP for: **"the preparation of a Consolidation Plan and Strategy (CPS), Annual Action Plan (AAP), and Analysis of Impediments (AI) for the County and participating entitlement communities in Hidalgo County"** for the County (the "Services"). A copy of the procurement packet, including applicable specifications, is attached hereto as **Exhibit "A"** (the "**Procurement Packet**"), and is incorporated herein for all purposes;

WHEREAS, Company submitted a response to provide services in accordance with the specifications as proposed. A copy of the Company's response to the Procurement Packet is attached hereto as **Exhibit "B"** (the "**Response**"), and is incorporated herein for all purposes;

WHEREAS, County has determined that Company has submitted the lowest and best bid to meet County's requirements for the Service, as herein described.

WHEREAS, Company represents that it is qualified and desires to perform such services;
and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with the Procurement Packet, the Commissioners Court of County awards this contract to Company.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to County. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.
2. During the term of this Contract, Company shall be obligated and hereby promises and agrees to render and provide the Services in accordance with specifications and terms contained in **Exhibit "A"** Procurement Packet and **Exhibit "B"** Company's Response. Services shall be

performed within Hidalgo County. The Company will not begin to work or incur costs until authorized in writing by the County with the release of an authorized Purchase Order or other appropriate written authorization by the County or its designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services. County reserves the right to evaluate any services provided by the Company and to reject the same if not in compliance with the specifications as provided in **Exhibits "A" and "B"**. If the County finds it necessary to require changes in the work provided because of errors made by the Company, the County shall require the Company to correct the work at no cost to the County and without amendment to the Agreement. Further, Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

3. **Term.** This Contract shall be for a period of thirteen (13) months (~~—~~) year(s), commencing on December 13, 2022 and expiring on December 31, 2023, unless sooner terminated. The term of this agreement may be extended at the County's sole discretion for 0 (~~—~~) ~~additional one (1)~~ year term(s) under the same rates, terms and conditions. Hidalgo County also reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms, and conditions for the unforeseen delay in award of new bid for the next contract term.

4. **Consideration.** As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in **Exhibit "B"**, payable against written invoice submitted by Company in accordance with the Texas Prompt Payment Act, Tex. Govt. Code Ch. 2251.

5. **Licenses/Certifications.** As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority, including the State of Texas, during the term hereof to provide the Services. Company further represents that it is qualified to perform and execute the services described above. If such license or permit is suspended or revoked, this Contract shall automatically be terminated and Company shall immediately notify the County. Company shall provide the County with all current state certifications, permits, and/or licenses with applicable seals, or as otherwise required by the State of Texas.

6. **Equipment.** If applicable, Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill, and expertise to perform such Services and shall comply with all laws, rules, and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services. Company shall provide a sufficient number of trucks, vehicles, personnel, and equipment available to safely and efficiently provide the Services.

7. **Independent Contractor.** The Company must comply with all applicable Hidalgo County policies and with any applicable federal, state, or local laws, regulations, orders, or ordinances applicable to the Services provided by Company under this Agreement. Notwithstanding the foregoing sentence, Company represents and maintains that Company is an Independent Contractor and is not an employee of the County, or any agency thereof, and represents and warrants that Company does not desire or request any fringe benefits provided to employees of County, and/or any agency of the County, including but not limited to benefits associated with Hidalgo County's Civil Service Program. Company agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder. Company will incur no financial obligation on behalf of the County without prior written approval of the County. Company will be responsible for all personal and professional expenses, including, but not limited to, membership fees and dues and expenses of attending conventions and meetings.

8. **Termination.** County may terminate this Agreement without cause upon thirty (30) days written notice.

9. **Non-Exclusive Services of Company.** Hidalgo County reserves the right to request this Product, Good and/or service from other sources other than the Company and shall not be in violation of any terms or conditions of this Agreement.

10. **Insurance.** Consistent with its status as an independent contractor and at its sole expense, Company agrees that throughout the duration of the work under this contract and any extension hereof, it shall provide and maintain any and all insurances and abide by any requirements which are specified in the Procurement Packet/Specifications and/or which may be necessary in providing Services or are otherwise required by law. Insurance policies shall cover, but are not limited to, Company's activities and all persons, vehicles, equipment and property connected with providing Services, to include theft or loss. The amount of insurance required shall be in accordance with amounts specified by the County or as prescribed by law, but in no event shall any amount be less than the minimum amounts prescribed by law, including, but not limited to the Texas Tort Claims Act. These requirements do not establish limits of Company's liability. Any and all applicable insurance requirements and amounts are incorporated herein by reference for all purposes. Company is responsible for ensuring all required insurance policies are valid for the duration of the contract. All insurance policies are to be issued by an insurance company authorized to do business in the State of Texas and acceptable to County. Company shall cause all subcontractors utilized by Company to also comply with these specifications. Company shall furnish to County certificate(s) of coverage, and all renewals throughout the duration of the Project, issued by the insurer that such insurance is in full force and effect. (See **Exhibit "C"** attached hereto and incorporated herein for all purposes). For each applicable policy, Company shall name the County as an additional insured. Company shall notify County a minimum of thirty (30) days in advance of cancellation of all or part of a policy. Company shall make any other insurance documentation available to County upon request. Company will be considered in breach of contract should the Company fail to maintain an insurance policy in the minimum limits of liability and requirements identified above while performing services for and under this Agreement, and will be subject to default and immediate termination of the Agreement. Additionally, Company covenants and agrees to use its best efforts to maintain an insurance policy

in the minimum limits of liability and requirements identified above until one year following the conclusion of this Agreement.

11. INDEMNIFICATION. COMPANY SHALL INDEMNIFY AND HOLD COUNTY, ITS ELECTED OFFICIALS, EMPLOYEES AND AGENTS HARMLESS FROM ANY AND ALL CLAIMS, ACTIONS, LIABILITY, DAMAGES, LOSSES AND EXPENSES (INCLUDING COSTS OF JUDGMENTS, SETTLEMENTS, COURT COSTS, AND ATTORNEYS' FEES, REGARDLESS OF THE OUTCOME OF SUCH CLAIM OR ACTION) CAUSED BY, RESULTING FROM, OR ALLEGING NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS OR ANY FAILURE TO PERFORM ANY OBLIGATION UNDERTAKEN OR ANY COVENANT IN THIS CONTRACT, WHETHER SUCH ACT, OMISSION, OR FAILURE WAS THE COMPANY'S OR THAT OF ANY PERSON PROVIDING SERVICES HEREUNDER THROUGH OR FOR THE COMPANY. UPON WRITTEN NOTICE FROM THE COUNTY, THE COMPANY WILL RESIST AND DEFEND AT ITS OWN EXPENSE, AND BY COUNSEL REASONABLY SATISFACTORY TO COUNTY, ANY SUCH CLAIM OR ACTION. THE COMPANY WILL CARRY PROPER INSURANCE WITH THE COUNTY AS AN ADDITIONAL NAMED INSURED. THIS INDEMNIFICATION CLAUSE SHALL SURVIVE THIS AGREEMENT AND BE ENFORCEABLE AS A SEPARATE AGREEMENT IN THE EVENT ITS SURVIVAL AND ENFORCEMENT BECOME NECESSARY.

12. Notice. Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests, or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County: The County of Hidalgo
 Attn: County Judge
 100 E. Cano, 2nd Floor
 Edinburg, Texas 78539

Copy to: Urban County Program
 1916 Tesoro St.
 Pharr, TX 78577

If to Company: National Council for Community Development, Inc.
 dba National Development Council
 Attention: Laura Salinas-Martinez
 1111 Superior Avenue East, Suite 1114
 Cleveland, OH 44114

Each notice, demand, request, or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addresses or if mailed at such time as it is deposited in the United States mail.

13. GENERAL PROVISIONS.

- a. **Assignment.** Except as otherwise herein provided, Company shall not assign the obligations or rights under this Agreement to any person without the prior written consent of County.
- b. **Conflict with Applicable Laws.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event, the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- c. **No Waiver.** No waiver by County of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
- d. **Governing Law.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The Company hereby consents to personal jurisdiction in Hidalgo County, Texas.
- e. **Successors.** This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.
- f. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County. *Agreements for the acquisition, including lease of real or personal property under Tex. Loc. Govt. Code §271.903:* In the event that, during any term hereof, the Commissioner's Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company, County agrees, however, to use a best efforts attempt to obtain and appropriate funds for payment of the Agreement. The parties intend this provision, if applicable, to be a continuing right to terminate this at the expiration of each budget period of County in accordance with the Texas Local Government Code.

- g. **Immunities.** Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.
- h. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.
- i. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.
- j. **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by an agreement in writing executed by County and Company, and not otherwise.
- k. **Purchasing Ethics.** Company represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of County and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of County:
 - i. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of County, or for any elected official, department head or employee or former elected official, department head or employee of County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an office of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of County.
 - ii. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for County, or any person associated therewith, as an inducement for the award of a subcontract or order.
- l. **Void Contract.** Company understands that an awarded contract may immediately become void if the County determines that a lack of compliance with applicable policies and/or statutes has occurred in the procurement process.

- m. **Nondiscrimination.** Company, including subcontractors, assignees and successors in interest, ensures that no person shall on the grounds of race, religion, color, national origin, sex, age, or disability, or any other protected class under law, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation in any federally or non-federally funded program or activity when providing any services described herein under this contract/agreement. Applicable nondiscrimination statements and provisions of Title VI of the Civil Rights Act of 1964, as amended, were provided as part of the initial procurement packet and are incorporated herein and made a part of this agreement for all purposes.
- n. **Additional Documents.** The parties hereto covenant and agree that they will execute each such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.
- o. **Required Contract Provision for Contracts Subject to Federal Award (if applicable).** Pursuant to 2 CFR 200.327, a non-federal entity's contracts must contain the applicable provisions described in appendix II to 2 CFR 200-Contract Provisions for non-Federal Entity Contracts under Federal Awards. Additionally, County contracts under Federal award which are subject to assistance from the Federal Emergency Management Agency (FEMA) are also required to contain additional contract clauses. The applicable required contract clauses were provided as part of the initial procurement packet and are incorporated herein and made part of this agreement for all purposes.
- p. **Authority to Execute.** The execution and performance of this Agreement by County and Company have been duly authorized by all necessary laws, resolutions, or corporate action, and this Agreement constitutes the valid and enforceable obligations of County and Company in accordance with its terms.

[SIGNATURE PAGE TO FOLLOW]

HIDALGO COUNTY
DEC 19 2022 PM 11:25

EXECUTED as of the day and year first written above.

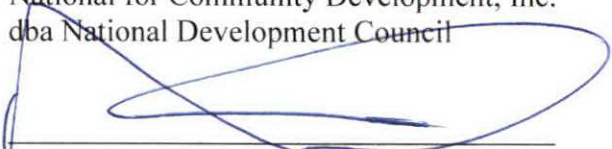
APPROVED BY COMMISSIONERS' COURT ON December 13, 2022.

Agenda Item No. 88717

Executive Office: 12-13-22 MM

VENDOR:

National for Community Development, Inc.
dba National Development Council


Daniel Marsh III, President & CEO

COUNTY:

COUNTY OF HIDALGO, Texas

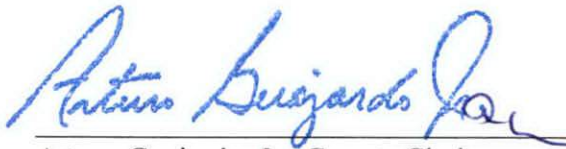

Hon. Richard F. Cortez, County Judge

APPROVED AS TO FORM

Office of the Criminal District Attorney,
Ricardo Rodriguez, Jr.

Victor M. Garza
, ADA

ATTEST:


Arturo Guajardo, Jr., County Clerk



ATTACHMENTS:

- A. REQUEST FOR PROPOSALS RFP
PROCUREMENT PACKET
- B. RESPONSE
- C. CERTIFICATE OF INSURANCE

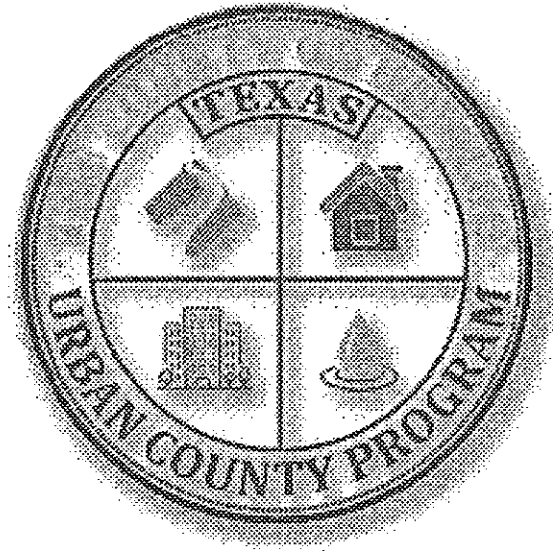
SUPPLEMENTAL SIGNATURES

(If Applicable)

APPROVED BY
COMMISSIONERS COURT
ON: 12-13-22 MM

AI-88717

Hidalgo County Urban County Program



Request for Proposals

RFP No. 5022-98-2101-0000-5CON-SDLG

Consultant Services for the Preparation of a Five-Year Consolidated Plan, FY23 Annual Action Plan and Analysis of Impediments for the County of Hidalgo, City of Edinburg, City of McAllen and the City of Mission

October 28, 2022

PROPOSALS DUE:

November 16, 2022 by 2:00 PM

*Late proposals will be rejected

PR Avila
UCP Director
1916 Tesoro St.,
Pharr, TX 78577
patricio.avila@co.hidalgo.tx.us
(956) 787-8127

REQUEST FOR PROPOSALS

5022-98-2101-0000-5CON-SDLG

Consultant Services for the Preparation of a Five-Year Consolidated Plan, FY23 Annual Action Plan and Analysis of Impediments for the County of Hidalgo, City of McAllen, City of Edinburg, and the City of Mission

COVER SHEET

Proposer: _____

Street Address: _____
(Number and Street) (City) (State) (Zip)

Taxpayer
Identification No: _____
(Social Security Number) (Federal Identification Number)

Contact Name: _____

Telephone: _____

Email Address: _____

Fax: _____

Authorized
Signature: _____

Name: _____

Title: _____

Date: _____

REQUEST FOR PROPOSALS
5022-98-2101-0000-5CON-SDLG
CHECKLIST

Submissions:

- ☐ Completed Cover Sheet
- ☐ Checklist (this page)
- ☐ Price Proposal Form
- ☐ Non-Price Proposal
 - o Signed Certificate of Non-Collusion
 - o Signed Tax Compliance Certification
 - o Signed Certificate as to Corporate Bidder *(if applicable)*
- ☐ Acknowledgement of Addenda: _____ *(if applicable)*

Minimum Requirements:

1.	Proposal is substantially complete and contains all necessary forms.		
2.	At least one member of the consultant's team has work experience in the preparation of at least one 5 Year Consolidated Plan or a CDBG Action Plan		
3.	At least one member of the consultant's team must have direct experience working with HUD's IDIS system		
4.	Consultants are required to obtain a Unique Entity Identification (UEI) Number and have an ACTIVE status on the Sav.gov website. Hidalgo County and the Cities are federally funded requiring compliance with 24 CFR 200 therefore, a Certificate Regarding Debarment must be submitted and certified by Hidalgo County.		

General Conditions and Requirements
Proposal for Consulting Services for the Consultant Services for the
Preparation of a Five-Year Consolidated Plan, FY23 Annual Action
Plan and Analysis of Impediments for the County of Hidalgo, City of
Edinburg, City of McAllen and the City of Mission

1. Proposal Rules

This proposal is solicited to the General Public and a Consultant Agreement will be awarded pursuant to the rules set forth in Texas Government Code, Chapter 2155 and subject to approval by the Hidalgo County Commissioner's Court.

2. Reviewing Period

All proposals meeting proposal requirements and conditions may be held by the County of Hidalgo for a period not to exceed ninety (90) days from the date of the opening of proposals for the purpose of reviewing the proposals and investigating the qualifications of consultants, prior to the awarding of the contract.

3. Compliance with Applicable Laws

The contract shall be governed by and construed in accordance with the laws of Texas.

The proposal must comply with all Federal, State, and municipal laws, ordinances, rules and/or regulations.

4. Questions and Interpretations

Any substantive questions regarding the proposal documents shall be referred to the County of Hidalgo Purchasing Department in writing at least five working days prior to the date and time for receipt of proposals. All answers and interpretations and any changes to the documents will be issued in the form of addenda to all consultants of record.

5. Ability and Experience

The County of Hidalgo will not award a contract to any consultant who cannot furnish satisfactory evidence of their ability and experience to perform the requested services.

The County of Hidalgo may make such investigations as it deems necessary to determine the above and a consultant shall furnish information requested in this regard and shall furnish it under oath if required.

6. Certification of Non-Collusion and Tax Attestation Form

All consultants must sign the attached form (Appendix B), which incorporates both an attestation clause regarding Texas State tax returns and a certificate of non-collusion. These signed forms must be submitted with the **non-price** proposal package. Failure to sign and submit the form is cause for that proposal to be rejected.

7. Corrections

Erasures or other changes in the proposal must be explained or noted over the signature of the consultant.

8. Conflict of Interest

The consultant agrees that to the extent that such law is applicable to the duties it is to perform hereunder, it will comply with the provisions of Chapter 176, Local Government Code concerning conflict of interest. The consultant covenants that it presently has no interest and shall not require any interest, direct or

indirect, which would conflict in any manner or degree with the performance under the agreement.

No employee of the County of Hidalgo and no public official who exercises any function or responsibilities in the review or approval of the undertaking or carrying out of this agreement shall participate in any decision relating to this agreement which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly interested or have any financial interest, direct or indirect in this agreement or the proceeds thereof.

9. Prospective Consultant's Qualifications

The prospective consultant replying to the RFP shall be or represent a firm, company or corporation possessing experience and expertise in planning, community development and/or a related field and the professional standards thereof, to undertake and successfully complete the Scope of Services as outlined in this RFP.

10. Signature

All proposals shall be complete, factual, and signed by an authorized officer of the consultant's company on the appropriate page(s).

11. Contract For Services

The contract for services will be negotiated by the chosen consultant and the County of Hidalgo.

12. Waiver

The County of Hidalgo reserves the right to reject any and all proposals, or to waive any informalities in the proposal process, if deemed in the County's best interest.

13. Number of Copies

The proposer shall provide one original and three (3) copies each of the non-price and price proposal to the County of Hidalgo Purchasing Department. The non-price and price proposal will be sealed in a separate envelope. Each envelope shall be marked non-price or price proposal with the RFP Number, Proposal Name, and time and date of proposal opening

14. Place and Time

Sealed proposals will be received at the County of Hidalgo Purchasing Department, 2812 S. Business Hwy 281, Edinburg, TX 78539 until 2:00 PM on November 16, 2022 at which time and place they will be opened and registered. Any proposal received after this deadline will not be accepted. For matters of uniformity, the Time Stamp Clock located in the Office of the Hidalgo County Purchasing Agent shall be the sole determinant of time.

15. Modifications

A consultant may correct, modify, or withdraw a proposal by sealed, written notice clearly marked as a correction, modification, or withdrawal and received at the County of Hidalgo Purchasing Department prior to the time and date set for the proposal deadline.

Failure to comply with the above conditions and requirements or any attached specifications or any other minimum qualifications will be justification to reject any proposal as incomplete.

Request for Proposals

RFP No: 5022-98-2101-0000-5CON-SDLG

Consultant Services for Preparation of the 5-year Consolidated Plan, FY23 Annual Action Plan and Analysis of Impediments for the County of Hidalgo, City of Edinburg, City of McAllen and the City of Mission

INTRODUCTION

The County of Hidalgo Urban County Program (UCP) is requesting proposals from qualified firms (Consultant) to undertake the development of the: 1.) County of Hidalgo, 2.) City of Edinburg, 3.) City of McAllen and 4.) City of Mission's 5-Year Consolidated Plan for Housing, Community and Economic Development (Consolidated Plan) and Fiscal Year 2023 (FY23) Annual Action Plan. The Consolidated Plan combines the planning and application requirements of the Federal statutes and serves as a statement of long- and short-term housing, community and economic development objectives for the period of July 1, 2023 through June 30, 2027. The Consolidated Plan must meet all requirements of the Federal regulations (see "Scope of Work"). This is a firm deadline project, which will commence in November, 2022 and must be completed by no later than April 30, 2023.

BACKGROUND

Hidalgo County

Hidalgo County is located near the Rio Grande Valley, in the southeastern portion of the state of Texas. It is one of the 254 counties of this state, one of the 23 that border with Mexico and one of the five that border with Tamaulipas. Its territorial limits are to the east with the counties of Cameron and Willacy, to the north with Brooks and Kenedy, to the west with Starr, and to the south with the course of the Rio Grande. Its capital is Edinburg (100,243 inhabitants) which, although it is not its largest city, together with McAllen (142,557 inhabitants) and Mission (83,796 inhabitants) form the McAllen-Edinburg-Mission Metropolitan Statistical Area (MSA), which represents 36% of the entire population (2020 U.S. Census Bureau).

Known as a diverse, economically dynamic region full of contrasts, the Hidalgo County encompasses 22 cities: Edinburg, McAllen, Mission, Pharr, Alamo, Alton, Donna, Edcouch, Elsa, Granjeno, Hidalgo, La Joya, La Villa, Mercedes, Palmhurst, Palmview, Penitas, Progreso Lakes, Progreso, San Juan, Sullivan City, and Weslaco. The county has an area of 1,583 mi² and a population of approximately 880,356 inhabitants. In the county, just over 92% of the population is Hispanic or Latino, with Mexicans being the largest representative group. The percentage of households that speak a language other than English at home is 82.7% and the percentage of people living in poverty is 23.9% (U.S. Census Bureau).

The Hidalgo County ports of entry include five international bridges that connect the U.S. to Mexico: Pharr-Reynosa International Bridge (City of Pharr), McAllen-Hidalgo International Bridge (City of McAllen), Anzalduas International Bridge (Cities of Hidalgo, McAllen & Mission), Donna-Rio Bravo International Bridge (City of Donna), and Progreso-Nuevo Progreso International Bridge (City of Progreso). The border crossings at Hidalgo together are part of 11 land ports along Texas' 1,254-mile-long border with Mexico.

While electronics, machinery and petroleum lead the way in trade value, the five Hidalgo County border crossings are gateways for fresh produce into the U.S. In 2020, \$4.5 billion in fruits and vegetables were

imported into Texas from Mexico for personal and commercial consumption. From 2019 to 2020 the total employment percent change was of 3.7%. Currently, the unemployment Rate is at 7.00%, compared to 8.40% last month and 10.10% last year. This is lower than the long term average of 12.27%. (U.S. Census Bureau).

City of Edinburg

The City of Edinburg is an entitlement community and a recipient of Community Development Block Grant (CDBG) funds through the US Department of Housing and Urban Development (HUD). To access the funds, HUD requires the City to submit a Five-Year Consolidated Plan & Strategy, and the Annual Action Plan which describes the activities that will be undertaken with CDBG funds.

Nestled in the county seat of Hidalgo County, the City of Edinburg (100,243 population) is centrally located in the 4-county area at the southernmost tip of Texas known as the Rio Grande Valley (RGV). Edinburg is known as the “Gateway City” because of its gateway to Interstate 69, formerly known as U.S. Highway 281 and NAFTA highway. Less than 15 miles from the U.S.-Mexico border, Edinburg is the educational and technological capital of a Texas-Mexico border region (RGV’s estimated population is 1.5 million), and is an anchor of the McAllen-Edinburg-Mission metro area, Texas’ fifth largest MSA. Edinburg is also home to the University of Texas Rio Grande Valley (UTRGV), the nation’s second largest Hispanic-serving institution, serving approximately 30,000 students from over 60 countries.

Running along 13 miles of Interstate 69C, a major corridor, Edinburg is one of the state’s most rapidly-growing regions. From 2010 to 2020, its population grew 30.02% to 100,243, over 4 times the US’ 7.35% increase for the same period (US Census). Meeting growth expectations (infrastructure, law enforcement, etc.) has created fund deficiencies. Edinburg’s population swells to over 125,000 during daytime business hours between residents, college students and work commuters. Edinburg’s population is 88.3% Hispanic, 7.5% White, 1.8% African American and 2.3% Asian. Almost 75% (74.4%) of citizens speak a language other than English at home; there are 3.24 persons per household; and almost 1 in 4 citizens live in poverty (23.9%) (U.S. Census Bureau).

City of McAllen

Centrally located in the four-county region of the Rio Grande Valley, the City of McAllen is a fast-growing Texan urban center. Home to more than 142,000 residents (2020 Decennial Census), accommodating a daily influx of 50,000 visitors, and drawing from a consumer base of over 10 million people, McAllen is the largest city in Hidalgo County and the principal city of the McAllen-Edinburg-Mission Metropolitan Statistical Area. Physically located eight miles from the U.S.–Mexico border, the City enjoys the ease of international travel via an airport with daily routes to Mexico, and two international Land Ports of Entry. While decreasing during COVID, the City offers a robust mass transit system with a ridership of between 450,000 and 700,000.

Public health infrastructure includes six hospitals, including McAllen Medical Center, Hidalgo County’s only designated advanced Level III Trauma Center and the McAllen Heart Hospital, the first freestanding cardiology and cardiovascular hospital in the U.S. as well as the U.S. Department of Veterans Affairs’ Outpatient Clinic.

Economic resources include La Plaza Mall, a shopping area that exceeds 1.2 million sq. ft., the largest retail venue south of San Antonio, and the McAllen Convention Center District, which totals 140 square acres. Similarly, the area’s critical manufacturing includes the 775-acre McAllen Foreign Trade Zone set on the City’s southernmost limit.

Educational facilities include 33 McAllen ISD campuses, the McAllen IDEA Public School, three South Texas College campuses, the Texas A&M University Higher Education Center, a 100-acre, 65,000-sq.ft. facility and

the University of Texas-Rio Grande Valley McAllen Teaching Site. Proposed development includes a UTRGV teaching and research site on the City's Quinta Mazatlan's expanded footprint.

Emergency response includes seven fire stations, a drill field and an Emergency Operations Center. Law enforcement facilities include the Public Safety Building, home to 449 McAllen PD personnel, a Texas Department of Public Safety building, the Rio Grande Valley Texas Anti-Gang Center, 1 of 6 multiagency task forces in Texas alongside the Texas Transnational Intelligence Center, US Customs & Border Protection-McAllen Station, US Drug Enforcement Administration offices and two Bureau of Alcohol, Tobacco, Firearms and Explosives offices. Additional government facilities include the US District & Bankruptcy Court for Southern District of Texas and the Kika de la Garza Federal Building which houses US General Services Administration and FBI offices.

City of Mission

The City of Mission is an entitlement community and a recipient of Community Development Block Grant (CDBG) Program funded through the U.S. Department of Housing and Urban Development (HUD). To access the funds, HUD requires the City to submit a Five-Year Consolidated Plan & Strategy and an Annual Action Plan which describes the activities that will be undertaken during the year with CDBG funds.

The City of Mission was founded in 1908 and obtained its name from the early settlers at the Rancho La Lomita where Missionaries built La Lomita Mission or Chapel. The City of Mission is known as the "Home of the Ruby Red Grapefruit" because of the region's multimillion-dollar citrus business.

Thanks to its outdoor attractions, culture and warm weather, Mission is one of the most popular Winter Texan communities, with its population doubling during the influx of part-time residents every winter. Widely known for its ecotourism and birding attractions, Mission is home to the World Birding Center at the Bentsen-Rio Grande Valley State Park, the NABA International Butterfly Park and four golf courses. The city also features historical charm through the maintenance of various landmarks and a rich culture as experienced through two local theatres and such events as the Texas Butterfly Festival and the Texas Citrus Fiesta. The Texas Citrus Fiesta recently celebrated its' ninetieth year and continues to attract participants from both sides of the Rio Grande. It is also home to two school districts (Mission CISD and Sharyland ISD) and extends to a third neighboring school district (La Joya ISD). The City of Mission was awarded the "All American City" in 2019 and is listed as one of the safest cities to live in the State of Texas.

The city is fast growing and serves as an international gateway between the U. S. and Mexico border at Reynosa, Tamaulipas, Mexico. The Anzaldúa's International Bridge located less than five miles from Reynosa, Mexico offers enhanced opportunities for international relations. The City of Mission continues to experience tremendous growth in population, business development and economy. From 2010 population 77,058 to 2020, Mission's population only increased 1.11% to 85,778. It is presumed that several cities in the Rio Grande Valley were undercounted during the 2020 Census.

Mission is a city in Hidalgo County that sits in the western portion of the McAllen metro area. Mission is an anchor of the McAllen-Edinburg-Mission metropolitan statistical area and ranked fifth in the State of Texas. The City of Mission is surrounded by three major corridors (Interstate 2 known as U.S. Expressway 83, State Highway 107 known as Conway Avenue and Military Road) that bring commerce not only to the city but also as a pass through to northern regions.

SCOPE OF SERVICES

Specific tasks shall include, at a minimum:

I. Process Preparation

- Obtain authorization and passwords for use of HUD's IDIS online reporting system. Review current HUD Consolidated Plan regulations and guidance, particularly changes made since 2010. The specific requirements for the Consolidated Plan can be found in the Code of Federal Regulations, Title 24, Section 91, et. seq. (24 CFR 91). Regulations, notices and guidance for preparing a Consolidated Plan submission can be found at (but not limited to): <https://www.hudexchange.info/programs/consolidated-plan/>.

Note: Consultant is responsible for being up-to-date and adhering to all HUD requirements for complete submission of the 5 Year Consolidate Plan and one-year Action Plan.

- Review any revisions and additions to the consolidated plan process and/or the consultation process for incorporating the requirements of affirmatively furthering fair housing.
- Review the County of Hidalgo County, City of Edinburg, City of McAllen and the City of Mission's existing Citizens Participation Plan. All consultation and the scope of work shall be undertaken as provided in the Citizens Participation Plans.
- Review the requirements for using the Consolidated Plan template in IDIS and discuss the format of the plan with the appropriate County and City Staff. Discuss how the plan may differ from the format of the 2018 Consolidated Plan, also taking into consideration any federal regulation changes, and the most recent HUD notices and guidance, Office of Fair Housing requirements and OMB requirements.
- Review e-mails from HUD representatives (to be provided by the County and Cities) relating to the Consolidated Plan process.
- Review the County of Hidalgo, City of Edinburg, City of McAllen and the City of Mission's 2018 Consolidated Plan, in particular, the PR-15 Citizens Participation.
- Review HUD's most recent Consolidated Plan and Annual Action Plan Completeness Checklist for Entitlement Grantees
- Prepare a timeline for project milestones including proposed community meetings and stakeholder interviews and including deadlines for posting of legal notices and advertisements. This timeline will be made available to the public to explain the process.
- Prepare a display board of the low to moderate income areas utilizing the most up-to-date census data.

II. Needs Assessment

The Consultant shall gather factual and broad community input through citizen participation and data collection including:

- Review of available data, reports and documents including, but not limited to, Home Mortgage Disclosure Act, State Unemployment Insurance, property assessments, building permits, National Low Income Housing Coalition's annual Out of Reach report, Dun and Bradstreet, real estate transactions, Hidalgo County/Cities of Edinburg/McAllen/Mission (Analysis to Impediments, Continuum of Care and any available Consolidated Plan data), HUD Office of Policy Development and Research Market at a Glance Report, the Warren Group data, foreclosures.com data and the U.S. Census data.
- Develop maps of key data elements such as income, housing, and racial characteristics.

- Analyze the data tables provided by the IDIS ConPlan template, which has been pre-populated with default data from the US census, CHAS and American Community Survey, and provide additional data collection as necessary.
- Using data, reports, documents and information collected develop written Needs Assessment and Market Analysis in format required by HUD.
- Adjust Needs Assessment and Market Analysis from HUD eCon Planning Suite submission document to one suitable for public distribution and comment.
- Presentations at community and public meetings and moderating discussions (including preparing, copying and distributing bilingual handouts/guidebooks and preparation of meeting minutes) to gather community input on the community needs.
- Develop and circulate one (1) community survey in English and Spanish.
- Prepare summary of comments, conduct analysis and assess data gathered and develop 5-year priority recommendations incorporating factual data and public input collected to support those recommendations
- Develop an Analysis of Impediments to Fair Housing Choice for each entity.
- Assess the need for broadband and natural hazards analysis.
- Provide notice to other required organization.

II. Preparation of 5 Year Consolidated Plan & 1 Year Action Plan for the County of Hidalgo County, City of Edinburg, City of McAllen and the City of Mission's

- A review of the accomplishments of the previous 5-year con plan
- Develop a draft Consolidated Plan that includes 5-year (FY'23-FY'27) strategic and funding goals, priorities and strategies, along with proposed accomplishments and performance measurements for each entity, that includes:
 - Mapping of census tracts
 - Demographic profile
 - Housing needs and market analysis
 - Public housing needs
 - Strengths and gaps of the County's and City's (Edinburg, McAllen and Mission) delivery system
 - Review of County and Cities policies
 - Review of private sector policies
 - Community development goals and objectives
 - Special needs population needs and objectives
- Develop a draft FY'23 Annual Action Plan that includes proposed activities, proposed accomplishments and performance measurements using the format of the FY'22 Action Plan.
- Prepare submission of the 5-year Consolidated Plan and the FY23 Annual Action Plan through the templates in IDIS
- Prepare maps to include in the plans (using HUD's CPD maps, as applicable).
- Prepare tables, charts, illustrations and photographs to include in plans.
- Provide interval copies of plan sections to County and City staff for review and comment before public draft of plan is finalized.
- The Consultant is responsible for submitting 10 stapled black/white copies each of the draft Consolidated Plan and Annual Action Plan, for public distribution and one PDF for making copies.
- Present drafts of both documents at an evening public meeting and prepare meeting minutes.

III. Finalization of the 5 Year Consolidated Plan & 1 Year Action Plan

- Provide a resource binder to include, at minimum, a list of data sources, copy of data collected, consultations, records, and any other supporting documentation used to develop and 5-Year Con Plan for each entity.
- Assist County and City staff in responding to HUD questions or issues throughout the HUD approval process.
- Prepare last draft of both the Consolidated Plan and Annual Action Plan, incorporating information received at the public meeting, public comments and comments from County and Cities. Last draft to be reviewed by the County and Cities prior to finalization.
- Prepare HUD's Consolidated Plan and Annual Action Plan Completeness Checklist for Entitlement Grantees
- Provide all final work products to the County and Cities

FINAL WORK PRODUCTS

The Consultant is responsible for submitting 1 bound (with original signatures) and 3 bound color copies each of the final Consolidated Plan, Annual Action Plan and Analysis of Impediments (binding to be determined) and one (1) unbound and reproducible master hard copy of each document, including maps and graphics, no later than April 30, 2023. The Consultant is also responsible for finalizing and submitting the online submission of the Consolidated Plan and Annual Action Plan to HUD using HUD's templates in the eCon Planning Suite by the April 30, 2023 deadline.

The Consultant is also responsible for providing one (1) copy of the final Consolidated Plan, Annual Action Plan and Analysis of Impediments (AI), along with (1) copy of the online submission on a flash drive.

The Consultant will submit a reproducible copy of all maps, graphics, slide presentations, surveys, guidebooks/handouts and photographs to the County and Cities. Presentation materials, such as display boards, slides, videos, etc., shall be submitted to the County and Cities.

All deliverables will become property of the County of Hidalgo, City of Edinburg, City of McAllen and the City of Mission.

PROPOSAL SUBMISSION REQUIREMENTS

Please note that separate non-price and price proposals are required.

The name of the proposer and title of the project, **5 Year Consolidated Plan RFP No. 5022-98-2101-0000-5CON-SDLG**, must appear on the outside front cover of each proposal.

Proposals shall be due to the County's Purchasing Department **on or before November 16, 2022**. Proposals to be submitted to:

**Mr. Eduardo Belmarez, Purchasing Director
Hidalgo County Purchasing Department
2812 S. Business Hwy. 281
Hidalgo County Administration Building
Edinburg, Texas 78539**

Non-price Proposal

The information submitted must include, but should not necessarily be limited to, the following items:

Cover Letter

A letter signed by an officer of the firm, binding the firm to all comments made in the proposal is required. Include a primary contact person for the proposal.

Qualifications and Experience

A description of the history, experience and qualifications of your firm and any proposed subcontractors to perform the Scope of Services. Please provide:

1. Names and addresses of all firms involved on the project (including subcontractors);
2. History, size and structure of firm(s)
3. Name(s) of principals in firm(s);
4. Identification of Principal in Charge, the Project Manager and the roles of other key personnel. Include relevant project experience and copies of resumes of all personnel assigned to project;
5. Describe other similar projects your firm has undertaken. Please make specific reference to experience and qualifications as related to CDBG Consolidated Plans and Annual Action Plans, CDBG programs, moderating neighborhood meetings, experience/qualifications of assigned staff and experience/success implementing similar projects for municipalities. If the Community Involvement process will be subcontracted, please provide the same information for the subcontracting firm;
6. Listing of contracts currently under contract;
7. Contact information for references from similar projects
8. Listing of any actions taken by any regulatory agency or litigation involving the firm or its agents or employees with respect to any work performed; and
9. Any applicable insurance

Also include, one copy of the most recent product worked on, including a CDBG Consolidated Plan, CDBG Annual Action Plan and/or similar neighborhood or community strategic planning reports that were completed for other jurisdictions.

Approach to Scope of Work

A detailed description of the approach to Scope of Services is required. The County and Cities are seeking creative, proven techniques to address the community needs and develop effective strategies for the Consolidated Plan. Key issues for individualized focus include:

- Approach to effectively implementing community involvement, including types of information, materials and media used, charts, graphs, models, presentation formats, public meeting process, meeting formats, community education events, etc, as applicable. Characterize the effectiveness of the community involvement on previous projects.
- Innovative ideas for maximizing the value and amount of work that can be completed within the budget available for this contract. Provide rationale and evidence of the value and effectiveness of the proposed approach to the scope of work.
- Additional recommendations not identified in the scope of services.

Plan of Services/Timeline

Proposer shall develop a Draft Timeline and provide a proposed timeline. The Plan of Services must include the elements to be performed by the consultant, the number of hours and other resources required to complete each task, and the expected time to complete each step. The Plan should include time schedules and

milestones, personnel assignments, and other information as necessary to demonstrate the consultant's ability to complete the project on time.

County/City Resources

A list of the resources, personnel, data, or other assistance which the proposer expects are required from the County/Cities in order to complete each task in the scope of services during the planned time period.

The County/Cities will be responsible for:

- Legal advertising of all meetings and other required postings
- Coordinating location and doing public outreach for meetings
- Having a Spanish speaking staff person present at the two public meetings (Consultant is responsible for translator at one neighborhood meeting)
- Providing the Consultant with copies of any existing handouts, reports, data and presentation information that are available
- County and Cities will release Request for Proposals from nonprofit social service agencies, for which a list of the proposals received must be included in the Action Plan.

County and City staff will also be present at all public meetings and presentations.

Price Proposal

Detailed Description of Costs

The County/Cities seeks proposals that demonstrate maximum value, innovation, effectiveness, and total work to be performed.

Detailed Cost Breakdown

Provide a cost for each task identified in the Scope/Schedule and an estimate of manpower hours necessary to complete work. All cost assumptions must be clearly documented in this portion of the submittal. Include a budget for direct expenses.

PROPOSAL RANKING: Proposals will be evaluated and ranked by a Selection Committee, which will include two (2) representatives from the County of Hidalgo, one (1) representative from the City of Edinburg, one (1) representatives from the City of McAllen, and one (1) representative from the City of Mission. The Selection Committee may invite the top firms to participate in an interview. Notwithstanding the foregoing, the County reserves the right to award the contract on the basis of the Evaluation Criteria only, without conducting any oral interviews.

NEGOTIATION PROCESS: Negotiations will be initiated with the most highly qualified firm selected to negotiate a fee. If a mutually satisfactory agreement cannot be reached with the selected firm, negotiations will be formally terminated and the County and Cities will proceed with negotiations with the next most highly qualified firm. This process will be repeated as necessary until a mutually satisfactory agreement is reached.

EVALUATION CRITERIA: The County and Cities are soliciting responsible firms and/or individuals who have established knowledge and expertise in the Scope of Services requested in this RFP. Each proposal will be reviewed to determine if the proposal is responsive to the Proposal Content and Submittal Requirements outlined above. A responsive proposal is one that follows the requirements of this RFP, includes all documentation, is submitted in the format outlined, is submitted on time and has

the appropriate signatures as required. Failure to comply with these requirements may result in the proposal being considered non-responsive.

1. Experience/Technical Competence (25 points) - The consultant should provide evidence on their experience producing Consolidated Plans as defined by HUD (especially Regional Consolidated Plans) through qualifications, technical expertise, and past performance, especially as it relates to the Scope of Work. Consultant should also provide evidence, if any, of working on projects located in South Texas.

Minimum Qualifications – Two (2) years of experience producing Consolidated Plans as defined by HUD for entitlement communities receiving CDBG, HOME, or ESG funds.

Preferred Qualification – Five (5) years of experience producing Regional Consolidated Plans as defined by HUD for entitlement communities receiving CDBG, HOME and ESG funds.

2. Professional/Educational Background (25 points) - The consultant should show professional experience and qualifications of key personnel assigned to this project including resumes and previous Consolidated Plans completed (especially Regional Consolidated Plans).

Minimum Qualifications – Key personnel have experience in the preparation of a Consolidated Plan for communities of similar size and demographics.

Preferred Qualifications – Key personnel have successfully completed one (1) Consolidated Plan for communities of similar size and demographics in Texas, and at least one (1) staff person that is fluent in Spanish.

3. Approach (20 points) – The consultant should provide what their approach will be in accomplishing all tasks required to provide the services requested in this RFP.
4. Budget (20 points) – The consultant should provide a clear budget proposal for work to be performed with an emphasis toward an all-encompassing proposal that does not require subsequent change orders.
5. Responsiveness (10 points) - The consultant will be evaluated on the adequacy and accuracy with which it responds to the required submittal of this RFP.

Protest Procedure

The protest must outline the specific portion of the specification or IFB procedure that had been violated.

Prospective bidders whose direct economic interest would be affected by the award of a contract or by failure to award a contract may file a protest. The purchaser (County of Hidalgo) will consider all protests requested in a timely manner regarding the award of a contract, whether submitted before or after an award. All protests are to be submitted in writing to: Mr. Eduardo Belmarez, Purchasing Director, Hidalgo County Purchasing Department, 2802 S. Business Hwy. 281, Edinburg, TX 78539.

Protest submissions should be concise, logically arranged, and clearly state the grounds for protest. Protest must include the following information:

- (A) name, address, and telephone number of protestor,
- (B) identification of contract solicitation number,
- (C) a detailed statement of the legal and factual grounds of the protest, including copies of relevant documents, and
- (D) a statement as to what relief is requested.

Protest must be submitted to the County of Hidalgo Purchasing Department in accordance with these procedures and time requirements must be complete and contain all issues that the protestor believes relevant.

In the procedure outline below, the Purchasing Director is considered to be the Contracting Officer.

1.3.1 Protest Before Opening

Protests alleging restrictive specifications or improprieties which are apparent prior to the bid deadline or receipt of bids must be submitted in writing to the Contracting Officer at the address above and must be received at least seven (7) days prior to the bid opening. If the written protest is not received by the time specified in bid package may be received and award made in the normal manner unless the Contracting Officer determines that remedial action is required. Oral protest not followed up by a written protest will be disregarded. The Contracting Officer may request additional information from the appealing party and information or responses from other bidder, which shall be submitted to the Contracting Officer not less than ten (10) days after the date of the County of Hidalgo request. So far as practicable, appeals will be decided based on the written appeal, information and written responses submitted by the appealing party and other proposers. In failure of any party to timely respond to a request form information, it may be deemed by the purchaser that such party does not desire to participate in the proceeding, does not contest the matter, or does not desire to submit a response, and in such case, the protest will proceed and will not be delayed due to the lack of response.

Upon receipt and review of written submissions and any independent evaluation deemed appropriate by the purchaser, the Contracting Officer shall either (a) render a decision, or (b) at the sole election of the Contracting Officer, conduct an informal hearing at which the interested parties will be afforded the opportunity to present their respective positions and facts, documents, justification, and technical information in support thereof. Parties may, but are not required to, be represented by counsel at the informal hearing, which will not be subject to formal rules of evidence or procedures. Following the informal hearing, if one is held, the Contracting Officer will render a decision, which shall be final, and notify all interested parties thereof in writing but no later than ten (10) days from the date of the informal hearing.

1.3.2 Protest After Opening/Prior to Award

Proposal protests against the making of an award by the purchaser must be submitted in writing to the Contracting Officer and received within seven (7) days of the award by the purchaser. Notice of the protest and the basis thereto will be given to all proposers. In addition, when a protest against the making of an award by the purchaser is received and it is determined to withhold the award pending disposition of the protest, the proposers whose proposals might become eligible for award shall be requested, before the expiration of the time for acceptance, to extend or to withdraw the proposal. Where a written protest against the making of an award is

received in the time period specified, award will not be made prior to seven (7) days after resolution of the protest unless the purchaser determines that:

- (A) the items to be purchased are urgently required
- (B) delivery or performance will be unduly delayed by failure to make an award promptly, or
- (C) failure to make an award will otherwise cause undue harm to County of Hidalgo or the federal government.

1.3.3 Protest After Award

In instances where the award has been made, the Contractor shall be furnished with the notice of protest and the basis thereof. If the contractor has not executed the contract as of the date of the protest is received by the County of Hidalgo; the execution of the contract will not be made prior to seven (7) days after resolution of the protest unless the County of Hidalgo determines that:

- (A) the items to be purchased are urgently required
- (B) delivery or performance will be unduly delayed by failure to make an award promptly, or
- (C) failure to make an award will otherwise cause undue harm to the County of Hidalgo or the federal government.

A. Prohibited Contacts During Contract Evaluation

A vendor/contractor or a vendor's/contractor's agent is prohibited from lobbying activities with county/city officials, including elected officials, and employees regarding a proposed contract from the time a Request for Proposal (RFP), a Request for statements of Qualifications (RFQ-SOQ), a Bid Solicitation (IFB) or other solicitation has been released until the contract is posted as a County/City Commission agenda item. If contact is required, such contact will be done in accordance with procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents, including lobbyists, may lead to disqualification of the respondent's offer. There is a parallel no-contact provision for lobbyists and their agents.

B. The County/City's Discretionary Contracts Disclosure Form

When seeking a discretionary county/city contract, the contractor must submit a form disclosing:

- the identity of all parties to the contract;
- subcontractors;
- partners, parent or subsidiary business entities of any party to the contract;
- any lobbyist or public relations firm that has been employed for a purpose related to the contract.

The vendor/contractor must also disclose all political contribution totaling more than \$100 made by the parties or the other individuals or entities listed on the form made directly or indirectly to:

- any current or former member of County/City Commission, including the County Judge/ Mayor;
- any candidate for County/City Commission, including the County Judge/Mayor;
- any political action committee (PAC) that contributes to County/City Commission elections.

Indirect contributions include contributions made by an individual's spouse or by the officers, owners, attorneys, or registered lobbyists of the entity.

Indirect contributions do not include contributions by owners of a business entity who hold less than 5% of the fair market value or voting stock of the entity. If a publicly traded corporation seeks to contract with the county/city, it will not be required to list contributions made by its shareholders whose holdings are less than 5%.

CONTRACT TERMS AND CONDITIONS

Cost Liability

The County of Hidalgo assumes no responsibility and no liability for costs incurred relevant to the RFP by prospective consultants prior to issuance of a contract.

Revisions to the Request for Proposal

In the event it becomes necessary to revise any part of the RFP, revisions will be provided to all proposers of record. The County of Hidalgo and Cities shall bear no responsibility or liability due to copies of revisions lost in mailing or not delivered to a prospective consultant due to unforeseen circumstances.

Selection of Proposals

The top consultant(s) may be selected for an interview with staff. The County of Hidalgo and Cities shall award a professional consulting contract to the responsible prospective consultant whose proposal conforms to the RFP, is the most advantageous to the County of Hidalgo and Cities, and meets the requirements as stated in the proposal submission requirements.

The selected consultant will be required to sign a contract with the County of Hidalgo in which they accepts responsibility for the performance of services as stated in the submitted proposal and be prepared to commence work immediately upon execution of the signed contract and receipt of a Notice to Proceed.

Acceptance of Proposal Content

The contents of the proposal of the successful consultant, in its entirety, shall form the base of any contract that is awarded.

Successful Consultant Responsibilities

The successful consultant will be required to assume sole responsibility for the complete project as require by this RFP. The County of Hidalgo and Cities will consider the successful consultant to be the sole point of contact with regard to contractual matters, whether or not subcontractors are used by the successful consultant for one or more parts of this project.

Subcontracting

Subcontracting will be allowed for tasks required by this RFP. Any intent to subcontract on the part of the prospective consultant must be specifically described in the proposal. The lack of identification of the subcontracted tasks in the proposed could disqualify the prospective consultant from further consideration. The County of Hidalgo and Cities reserves the right to approve the use of all subcontractors.

Assignment

The successful consultant is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or its rights, title or interest therein or its power to execute such agreement to any other person, company or corporation without prior written consent and approval by the County of Hidalgo and Cities.

Ownership of Material

All rights, titles to and ownership of all data, material, and documentation resulting from this project and/or prepared for the County and Cities pursuant to this contract shall remain exclusively with the County and Cities. The prospective consultant shall be paid for all service as will be specified in the contract.

Access to Records

In addition to terms stated elsewhere in the RFP, the County of Hidalgo and Cities or any of its duly authorized representatives, shall have access, upon demand, to any books, documents, papers, and records of the successful Consultant which are directly pertinent to this contract, for the purposes of making an audit examinations, excerpts, and transcriptions. The successful Consultant shall insert identical rights of access for these parties into any subcontractor agreements the successful Consultant enters into under this contract. The County of Hidalgo and Cities shall reserve this right for the term of the contract and for three (3) years from the date of final payment.

Insurance

See attached Contract for all information regarding relative requirements for the required insurances.

Additional Requirements

During the project's contract, the selected Consultant will attend all required meetings without additional compensation. In addition, the Consultant will meet with County and Cities staff at the start of the project and as necessary throughout the project to review recommendations and project status.

Price Change

All prices shall be firm and not subject to increase during the period of this contract.

APPENDIX A
Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature: _____
Print Name: _____
Title: _____
Telephone Number: _____
Date: _____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

APPENDIX B

PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION, NON-CONFLICT OF INTEREST, AND
ANTI-LOBBYING

STATE OF TEXAS COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

- (1) Affiant does hereby state neither the proposer nor any of the proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or another proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or another reward will be hereinafter paid.
- (2) Affiant further states they have neither recommended nor suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.
- (3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.
- (4) Affiant further states no officer, or stockholder of the proposer is a member of the staff, or related to any employee of Hidalgo County except as noted herein below:

Signature/Title: _____

Subscribed and sworn to before me this ____ day of _____, 20____.

Notary Public

My commission expires: _____, 20____

APPENDIX "C"

Insurance Requirements Applicable to the Acquisition of Goods and/or Services (Other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract and any extension hereof:

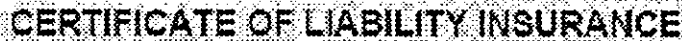
1. **Comprehensive General Liability insurance** policy with limits of not less than Five Hundred Thousand Dollar (\$500,000.00) providing additional coverage to all underlying liabilities of County. Policy shall cover, but not be limited to, Bidder's activities in providing the Services for County; all persons, vehicles, equipment connected with providing Services; and theft or loss of Bidder's property.
 2. **Automobile liability insurance** policy, covering all owned, non-owned or hired/leased automobiles, with limits of at least Three Hundred Thousand Dollars (\$300,000.00) per person and Five Hundred Thousand Dollars (\$500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to five Hundred Thousand (\$500,000.00) arising out of the services provided to County hereunder.
 3. **Uninsured/Underinsured motorist coverage** in an amount equal to the auto liability limits set forth immediately above;
 4. **Workers Compensation Insurance:** Workers Compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq. Workers Compensation policies must include other States Endorsement to include TEXAS if the business is domiciled outside the State of Texas.
- *Bidder shall obtain and maintain any and all other insurances which may be necessary in providing the good/service applicable to this procurement or are otherwise required by law.*
 - *Any and all insurance policies shall be in amounts prescribed by law or otherwise specified by the County, but in no event less than the minimum amounts prescribed by law.*

ADDITIONAL INSURANCE REQUIREMENTS:

- a. Bidder shall furnish to County certificate(s) of insurance, and all renewals throughout the duration of the Project, issued by the insurer that such insurance is in full force and effect.
- b. Certificates of insurance shall be submitted to County for approval prior to any services being performed by Bidder.
- c. **HIDALGO COUNTY WILL ONLY ACCEPT CERTIFICATES OF INSURANCE ON AN
- ACORD FORM (AS ATTACHED HERETO).**

Page 2 of 2: Continuation of Exhibit "C": Insurance Requirements Applicable to the Acquisition of Goods and/or Services (Other than Professional Services)

- d. For each policy, except Workers' Compensation, Bidder shall name the County as an additional insured.
- e. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise.
- f. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence of adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.
- g. All insurance policies will be endorsed to provide a waiver of subrogation in favor of the County.
- h. County reserves the right to review the insurance requirements of this section during the effective period of the contract and to require adjustment of insurance coverage and their limits when deemed necessary and prudent by County based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Bidder.
- i. Insurance policies shall be obtained at Bidder's sole expense. County does not maintain and will not obtain insurance of any type to protect Bidder against loss, damage or injury that may in any way result from Bidders performance of the services.
- j. In no event shall the County be liable for any loss, damage to or destruction of any property belonging to the Bidder.
- k. Bidder is responsible for ensuring all required insurance policies are valid for the duration of the contract.
- l. All insurance policies are to be issued by an insurance company authorized to do business in the State of Texas and acceptable to County.
- m. Bidder shall make any other insurance documentation available to County upon request.



0625.20278906 3:45

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in any of such endorsement(s).

PRODUCER:	CONTRACT NAME POLICY POLICY NO. POLICY ADDRESS	100% 100%
	SUBSCRIBER ADDRESS COVERAGE	100%
PRODUCER:	INSURER INSURER INSURER INSURER INSURER	100%

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT, WHETHER OR NOT SUCH DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES IS GRANTED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAYMENTS.

[illegible]

SECTION OF SPECIAL AGENTS / VEHICLE (After 406017, Additional Remarks Section, If More Space is Required)

CERTIFICATE HOLDER

HARRIS COUNTY
ATTN: PURCHASING DEPARTMENT
23125 HIGHWAY 59 S.
EDINBURG, TEXAS 78500

IF ANY OF THE ABOVE DESCRIBED PACKETS IS CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

227-58000 0800X 1057-5765

2025 22 12/18/25

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INSURANCE REQUIREMENT ACKNOWLEDGEMENT

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of award of the project by the Hidalgo County Commissioners' Court;
- will acquire additional amount needed to meet the County's requirements within 10 working days after notification from Purchasing Department of award of the project by the Hidalgo County Commissioners' Court; currently carry the following:

Professional Liability (Errors & Omissions): \$ _____
Automobile Liability: \$ _____ General Liability: \$ _____

- have already been met, see attached copy of certificate of insurance.

Authorized Representative

Date

NOTICE TO BIDDER:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department in order to qualify for award of the project and to execute a contract between your Company and the County.

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award of the project to be rescinded and then re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST BE ACCOMPANY YOUR RESPONSE

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the **APPLICABLE:**

1. Licenses: _____

2. Bonds: _____

3. Certificates: _____

4. Permits: _____

5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

*** ANY LICENSES, BONDS, CERTIFICATES, PERMITS, ETC. WHICH ARE REQUIRED MUST BE PRESENTED AS PART OF THE BID PACKET IN ORDER TO EXPEDITE THE BID EVALUATION PROCESS. FAILURE TO PROVIDE SAID DOCUMENTATION WILL RESULT IN THE DISQUALIFICATION OF YOUR BID OR RESPONSE.**

Authorized Signature

Date

Company

Address

City, State, Zip

APPENDIX D

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

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

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.003(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.003, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.**2** ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)**3** Name of local government officer about whom the information is being disclosed._____
Name of Officer**4** Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

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

☐ Yes☐ No

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

☐ Yes☐ No**5** Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**6** ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).**f** _____
Signature of vendor doing business with the governmental entity_____
Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/html/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 "E"

(IF APPLICABLE)

**2 C.F.R. § 200.327 & 2 C.F.R. PART 200, APPENDIX II,
REQUIRED CONTRACT CLAUSES FOR NON-FEDERAL
ENTITY CONTRACTS UNDER FEDERAL AWARDS**

&

**REQUIRED CONTRACT CLAUSES FOR NON-FEDERAL
ENTITY CONTRACTS UNDER FEDERAL AWARDS WITH
THE FEDERAL EMERGENCY MANAGEMENT AGENCY
(FEMA)**

2 C.F.R. § 200.327 & 2 C.F.R. PART 200, APPENDIX II, REQUIRED CONTRACT CLAUSES FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

The United States Office of Management and Budget (OMB) issued in 2 C.F.R. 200: *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards* (Uniform Guidance). Subpart D: Post Federal Award Requirements: 2 CFR §§200.317-200.327 of the Uniform Guidance contain provisions applicable to procurements made with federal grant funding. [Except as otherwise provided, updated Post Federal Award Requirements (i.e.: 2 CFR §§200.317-200.327) apply to declarations and awards issued on or after November 12, 2020].

As a non-Federal entity, the County of Hidalgo's ("County") contracts must contain the applicable contract clauses described in Appendix II to the Uniform Guidance (Contract Provisions for non-Federal Entity Contracts Under Federal Awards), which are set forth below. (2 C.F.R. §200.327). If applicable, the following clauses shall supersede any existing, similar clauses stated within the bid document, contract, and/or Terms and Conditions. *The term "Contractor" used herein refers to the proposer, bidder or other entity/individual responding to the applicable procurement packet.*

If applicable, the regulations in 2 CFR, Part 200 and Appendix II to the Uniform Guidance, as it may be amended from time to time, and the contract clauses below, are incorporated by reference as part of this procurement packet and any resulting agreement.

To procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. The following provisions are required and apply when federal funds are expended by the County of Hidalgo for any contract resulting from this procurement process.

1. Remedies.

- a. **Applicability.** This requirement applies to all Federal grant and cooperative agreement programs.
- b. **Standard.** Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II, ¶ A.
- c. **Statement.** Pursuant to Federal Rule (A) above, when federal funds are expended by the County, the County reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party. Contractor shall comply with all applicable Federal, State of Texas, and local laws, rules, and regulations and shall obtain all applicable licenses and permits for the conduct of its business and the performance of the services, and any provision of equipment and material ("Applicable Law"). All transactions related to any of the Contract Documents shall be governed by the laws of the State of Texas, and trial of any action brought in connection with the bid or the Contract Documents shall be held exclusively in a state court in the County of Hidalgo, Texas.

2. Termination for Cause and Convenience.

- a. **Applicability.** This requirement applies to all Federal grant and cooperative agreement programs.
- b. **Standard.** All contracts in excess of \$10,000 shall 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 as follows. See 2 C.F.R. Part 200, Appendix II, ¶ B.
- c. **Statement.** *Termination.* County may terminate this Agreement for any reason upon ten (10) days written notice to the other party. County may terminate this Agreement immediately upon written notice if Contractor breaches this Agreement. In the event of any termination, Contractor shall promptly deliver to the County any and all Work Materials prepared for the County prior to the effective date of such termination, all of which shall become County's sole property. After receipt of the Work Materials, County

will pay Contractor for the services which the County determines were satisfactorily performed as of the effective date of the termination.

Excuses for Non-Performance. Either party shall be absolved from its obligations under this contract when and to the extent that performance is delayed or prevented (and in the County of Hidalgo's case when and to the extent that its need for the articles, materials or work to be supplied hereunder is reduced or eliminated) by reason of acts of God, fire explosion, war riots, strikes, labor disputes, or governmental laws, orders or regulations.

Default. If Contractor or Subcontractor shall breach any provision hereof or shall become insolvent, enter voluntary or involuntary bankruptcy or receivership proceedings or make an assignment to the benefit of creditors, County of Hidalgo shall have the right (without limiting any other rights or remedies which it may have hereunder or by operation of law) to terminate this contract by written notice to Contractor whereupon County shall be relieved of all further obligation hereunder except the obligation to pay the reasonable value of Contractor's prior performance (at not exceeding the contract rate), and Contractor shall be liable to County for all costs incurred by County in completing or procuring the completion of performance in excess of the contract price herein specified. The County's right to require strict performance of any obligation hereunder shall not be affected by any previous waiver, forbearance of course of dealing. Time is of the essence thereof.

3. **Equal Employment Opportunity.**

- a. **Applicability:** This requirement applies to all Federal grant and cooperative agreement programs.
- b. **Standard.** Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. 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 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, ¶ C.
- c. **Key Definitions:**
 - (1) *Federally Assisted Construction Contract.* The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.
 - (2) *Construction Work.* The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction
- d. **Statement:** Contractor will comply with the Nondiscrimination Civil Rights Act of 1964, as amended and all Federal regulations relative to nondiscrimination in Federally assisted programs. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause:

"During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, 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, or national origin.

(3) 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.

(4) 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.

(5) 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.

(6) 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 as 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.

(7) 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."

4. Davis Bacon Act and Copeland Anti-Kickback Act.

- a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It does not apply to other Federal grant and cooperative agreement programs, including the Public Assistance Program.
- b. Standard. 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 at 29 C.F.R. 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.

In contracts subject to the Davis-Bacon Act, 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 at 29 C.F.R. 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 Copeland Anti-Kickback 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 FEMA or applicable Federal entity. See 2 C.F.R. Part 200, Appendix II, ¶ D.

- c. Statement. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback Act." However, for purposes of grant programs where both clauses do apply, FEMA or applicable Federal entity requires the following contract clause:

"Compliance with the Copeland "Anti-Kickback" Act.

(1) *Contractor.* The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as Federal requirements may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) *Breach.* A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

5. **Contract Work Hours and Safety Standards Act.**

- a. Applicability. This requirement applies to all Federal grant and cooperative agreement programs.
- b. Standard. Where applicable (see 40 U.S.C. § 3701), 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 at 29 C.F.R. Part 5.

Under 40 U.S.C. § 3702, 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. See 2

The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

c. Statement.

“Compliance with the Contract Work Hours and Safety Standards Act.

(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 paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. 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 watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 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 paragraph (1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The County of Hidalgo shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or 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, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

6. Rights to Inventions Made Under a Contract or Agreement.

- a. Applicability: Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program**, as FEMA or Federal awards under these programs do not meet the definition of “funding agreement.”
- b. Standard. If the FEMA or Federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA or applicable awarding agency. See 2 C.F.R. Part 200, Appendix II, ¶ F.

- c. Key Definition: The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

7. Clean Air Act and the Federal Water Pollution Control Act.

- a. Applicability and Standard: Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor 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. See 2 C.F.R. Part 200, Appendix II, ¶ G.
- b. Statement: Included in contracts as provided in section “7a” above.
 - (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
 - (2) The contractor agrees to report each violation to the Federal awarding agency (e.g. Federal Emergency Management Agency-FEMA) and the Regional Office of the Environmental Protection Agency. Contractor understands and agrees that each violation reported to the County of Hidalgo will, in turn, be reported as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office.
 - (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the applicable Federal awarding agency (e.g. FEMA).

8. Debarment and Suspension.

- a. Applicability: This requirement applies to all Federal grant and cooperative agreement programs.
- b. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security’s regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).

These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and Chapter IV, ¶ 6.d and Appendix C, ¶ 2. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that 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. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; Chapter IV, ¶ 6.d and Appendix C, ¶ 2.

In general, an “excluded” party cannot receive a Federal grant award or a contract within the meaning of a “covered transaction,” to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a “covered transaction,” which is any nonprocurement transaction (unless excepted) at either a “primary” or “secondary” tier. Although “covered transactions” do not include contracts awarded by the Federal Government for purposes of the nonprocurement common rule and DHS’s implementing regulations, it does include some contracts awarded by recipients and subrecipient.

Specifically, a covered transaction includes the following contracts for goods or services:

- (1) The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
- (2) The contract requires the approval of FEMA or applicable Federal entity, regardless of amount.
- (3) The contract is for Federally-required audit services.
- (4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or applicable Federal entity or is in excess of \$25,000.

- c. Statement. The following provides a debarment and suspension clause. It incorporates a method of verifying that contractors are not excluded or disqualified:

For maximum protection, provide a print or electronic document for every prime and subcontractor, from www.sam.gov in order to ensure that they are not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities.

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of entity serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

9. Byrd Anti-Lobbying Amendment.

- a. Applicability: This requirement applies to all Federal grant and cooperative agreement programs.
- b. Standard. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ I; 44 C.F.R. Part 18; Chapter IV, 6.c; Appendix C, ¶ 4. 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. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See Chapter IV, ¶ 6.c and Appendix C, ¶ 4.
- c. Statement. The following statement in bold provides a Byrd Anti-Lobbying contract clause:

(IF APPLICABLE, PLEASE FILL IN BLANKS AND SIGN)

“Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall 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. § 1352. Each tier shall 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 recipient."

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

The undersigned Contractor, _____, certifies, to the best of his or her knowledge, 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 any 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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date"

10. **Procurement of Recovered Materials.**

- a. **Applicability:** This requirement applies to all Federal grant and cooperative agreement programs.
- b. **Standard.** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.323; *PDAT Supplement*, Chapter V, ¶ 7.

The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. 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.

- c. **Statement.** The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

“(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
 - (ii) Meeting contract performance requirements; or
 - (iii) At a reasonable price.
- (2) Information about this requirement, along with the list of EPA-designate items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/procurement-guidelines>
- (3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

11. **Prohibition on Contracting for Covered Telecommunications Equipment or Services – 2 CFR § 200.216 (FEMA Interim Policy #405-143-1 effective August 13, 2020).**

- a. **Applicability:** This requirement applies to all Federal grant and cooperative agreement programs and/or as provided below, and is effective August 13, 2020.
- b. **Standard.** A non-Federal entity is prohibited against using federal funds to purchase telecommunications and video surveillance equipment and services (such as but not limited to mobile phones, land lines, internet, video surveillance, and cloud servers) from certain companies/entities in covered foreign countries for national security reasons. This regulation is being incorporated into federal grants and contracts received by the County through 2 CFR 200.216 and/or Federal Acquisition Regulations (FAR) clause 52.204-25; as well as guidance provided through Federal Emergency Management Agency (FEMA) Policy #405-143-1. See 2 C.F.R. Part 200, Appendix II, ¶ K

Currently, applicable federal provisions provide that Covered Foreign country means the People’s Republic of China and covered telecommunications equipment or services means –

- i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities);
- ii. For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

iii. Telecommunications or video surveillance services provided by such entities or using such equipment; or

iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

The definition of "Affiliate" can be found in FAR 2.101. Listing of subsidiaries and affiliates can be found in Supplement Number 4 to 15 CFR Part 744.

- c. Statement. Federal awards recipients and subrecipients, as well as their contractors and subcontractors, include the following required contract clause in applicable new, extended, or renewed contracts and subcontracts as per the provisions discussed above.

PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

- (a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy, #405-143-1 Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services As used in this clause—

(b) Prohibitions.

- (1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
- (2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
 - (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

- (1) This clause does not prohibit contractors from providing—

- a. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

- a. Covered telecommunications equipment or services that:
 - i. Are not used as a substantial or essential component of any system; and
 - ii. Are not used as critical technology of any system.
- b. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

- (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
- (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

12. Domestic Preferences for Procurements

- a. Applicability: This requirement of this section must be included in all subawards including all contracts and purchase orders for work or products under Federal award applies to all contracts and purchase orders for work or products using federal funds.
- b. Standard. As appropriate, and to the extent consistent with law, Non Federal Entities should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products. See 2 C.F.R. Part 200.322 and 2 C.F.R. Part 200. Appendix II, ¶ I.
- c. Statement. The following provides the required Domestic Preferences for Procurements contracts clause

that is incorporated herein by reference.

"Domestic Preference for Procurements

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

- *Produced in the United States* means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- *Manufactured products* mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."

ADDITIONAL REQUIRED CONTRACT CLAUSES FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS WITH THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)

Additional FEMA or applicable Federal Requirements. In addition to the requirements above, non-Federal entity contracts under Federal award subject to financial assistance from FEMA are required to contain the following additional contract clauses. The Uniform Guidance authorizes FEMA to require additional provisions for non-Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

These clauses are incorporated by reference as part of this procurement packet and any resulting agreement.

1. Changes.

- a. Standard. To be eligible for FEMA assistance under the non-Federal entity's Federal grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA or applicable Federal entity recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

- b. Statement. The following provides a contract clause regarding access to records:

"The contractor shall secure written authorization before proceeding with any additional work, whether requested by the County or required to complete the contract. The cost for any changes to the contract price, whether requested by the County or the Contractor will be approved only after submitting the contractor's true costs for the work and related equipment costs and site expenses."

2. Access to Records.

- a. Standard. All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA or applicable Federal entity access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

- b. Statement. The following provides a contract clause regarding access to records:

"Access to Records. The following access to records requirements apply to this contract:

(1) The contractor agrees to provide the County of Hidalgo, the FEMA or applicable Federal Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA or applicable Federal Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.”

3. **DHS Seal, Logo, and Flags.**

a. **Standard.** All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS officials without specific FEMA or applicable Federal entity pre-approval. See DHS Standard Terms and Conditions, v3.0, ¶ XXV (2013).

b. **Statement.** The following provides a contract clause regarding DHS Seal, Logo, and Flags:

“The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS officials without specific FEMA or applicable Federal entity pre- approval.”

4. **Compliance with Federal Law, Regulations, and Executive Orders.**

a. **Standard.** All non-Federal entities must place into their contracts an acknowledgement that FEMA or applicable Federal financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA or applicable Federal policies, procedures, and directives.

b. **Statement.** The following provides a contract clause regarding Compliance with Federal Law, Regulations and Executive Orders:

“This is an acknowledgement that Federal financial assistance will be used to fund the contract only. The contractor will comply will all applicable Federal law, regulations, executive orders, FEMA or applicable Federal policies, procedures, and directives.”

5. **No Obligation by Federal Government.**

a. **Standard.** The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the 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.

b. **Statement.** The following provides a contract clause regarding no obligation by the Federal Government:

“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.”

6. **Program Fraud and False or Fraudulent Statements or Related Acts.**

a. **Standard.** The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

b. **Statement.** The following provides a contract clause regarding Fraud and False or Fraudulent Related Acts:

“The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor’s actions pertaining to this contract.”

7. **FEMA Contract requirement regarding Prohibition on Contracting for Covered Telecommunications Equipment or Services – 2 CFR § 200.216 (FEMA Interim Policy #405-143-1 effective August 13, 2020).**

FEMA recipients and subrecipients and their contractors and subcontractors are required per 2 C.F.R. Part 200, Appendix II ¶ K to include a contract provision in all FEMA-funded contracts and subcontracts, including any purchase orders. To satisfy this requirement, the contract provision found in Number 11 above is incorporated by reference by the County of Hidalgo in all new, extended, or renewed contracts and subcontracts. Applicable County contractors and subcontractors shall also comply with the applicable law and requirements. (See Number 11 above).

8. **FEMA Contract requirement regarding Domestic Preferences for Procurements**

For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required per 2 C.F.R. Part 200, Appendix II ¶ J, to include in all contracts and purchase orders for work or products the contract provision included in number 12 above encouraging domestic preference for procurements.

Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that the Contractor read and understands all provisions, laws, acts, regulations, etc. as specifically noted above and certifies compliance with the same.

Vendor's Name/Company Name: _____

Printed Name and Title of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

APPENDIX F

THE TITLE VI CONTRACTOR ASSURANCES

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor will comply with the Regulations relative to nondiscrimination in federally assisted programs of the United States Department of Transportation Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, disability, income or Limited English Proficiency in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and Acts and the Regulations relative to Non-discrimination on the grounds of race, color, national origin, sex, age, or disability.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the federal funding agency (FHWA or FTA) to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Recipient or the Federal Funding Agency, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the contractor's non-compliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Funding Agency may determine to be appropriate, including, but not limited to:
 - a. withholding contract payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Funding Agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with, litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the

litigation to protect the interests of the United States.

APPENDIX G

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the COUNTY OF HIDALGO will accept title to the lands and maintain the project constructed thereon in accordance with (Name of Appropriate Legislative Authority), the Regulations for the Administration of (Naming of Appropriate Program), and the policies and procedures prescribed by the (Federal Highway Administration) of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the COUNTY OF HIDALGO all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto COUNTY OF HIDALGO and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the COUNTY OF HIDALGO, its successors and assigns.

The COUNTY OF HIDALGO, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and] * (2) that the COUNTY OF HIDALGO will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction]. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX H

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the COUNTY OF HIDALGO pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
 - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, COUNTY OF HIDALGO will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the COUNTY OF HIDALGO will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the COUNTY OF HIDALGO and its assigns. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.

APPENDIX I

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by COUNTY OF HIDALGO pursuant to the provisions of Assurance 7(b)"

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above nondiscrimination covenants, COUNTY OF HIDALGO will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above nondiscrimination covenants, COUNTY OF HIDALGO will there upon revert to and vest in and become the absolute property of COUNTY OF HIDALGO and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX J

TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 *et seq.*).

LEGAL NOTICE

These General Provisions are considered standard language for an Offeror (hereinafter referred to as "Offeror", "Vendor", "Respondent", or "Contractor") submitting a response for a Request for Bids, Proposals, Qualifications or other solicitation (hereinafter referred to as "Procurement Packet") made by the County of Hidalgo (hereinafter referred to as "Hidalgo County" and "County" or any other governing body/agency for which the Hidalgo County Purchasing Department has been authorized to perform procurement services.

It is the Offeror's sole responsibility to be in compliance of all federal, state, and local laws, requirements, rules, codes, ordinances, and regulations applicable to their proposed goods and/or services. In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall procurement packet, Hidalgo County's interpretation shall govern.

The following is a link to all adopted Hidalgo County policies (<https://www.hidalgocounty.us/805/County-Administrative-Policies>), which for all purposes, when applicable and whether specified explicitly or not, are incorporated by reference as part of this procurement packet and any resulting agreement.

1. **ACCEPTANCE OF SUBMISSION.** Receipt of the submission shall under no circumstance obligate Hidalgo County to accept the response, or make an award. The Offeror is responsible for obtaining any information needed in order to respond and for all costs of submitting its response. An Offeror's submitted response is to remain firm for a minimum of ninety (90) days after opening. Hidalgo County is not responsible for any missing, lost, or late submissions.
2. **ACCESS TO RECORDS.** In special circumstances, Vendor may be required to allow duly authorized representatives of Hidalgo County, or the state and federal government access to contracts, books, documents, and records necessary to verify the nature and extent of the cost of services provided by Vendor. Vendor must keep records within Hidalgo County or note in their submission that records will be available within the boundaries of Hidalgo County to those representatives within one (1) business day of request by the County.
3. **ACCOUNT CREATION FOR PAYMENT.** Upon award and prior to execution of a contract, Offeror shall cooperate with and submit any required information to the Hidalgo County Auditor's Office in order to establish an account with the County for payment, including information requested on Hidalgo County Vendor Enrollment Solution, **Appendix "E"** on this procurement packet. This information must be on file with the Hidalgo County Purchasing Department and the Hidalgo County Auditor's Office. Failure to provide this information may result in a delay in payment and/or back-up withholding as required by the Internal Revenue Service.
4. **ADDENDA.** When specifications interpretations, amendments, corrections or changes are revised, the Hidalgo County Purchasing Department will issue an Addendum addressing the nature of the change. All released Addenda will be e-mailed to all point of contact(s) who are known to have received or requested a copy of the procurement packet directly from the Hidalgo County Purchasing Department. Offeror must sign in blue ink and include it in the returned submission package.
5. **ASSIGNMENT.** The successful Offeror shall not assign, sell, transfer, convey, or otherwise transfer its rights under any awarded contract, in whole or in part, without the prior written consent of County of Hidalgo County Commissioners Court (hereinafter referred to as "Commissioners Court"), or other applicable governing body.
6. **AWARD.** Hidalgo County reserves the right to award this contract on the basis determined on the Procurement Overview, and when applicable, listed on **Appendix "B"**, in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one Offeror, and to reject any or all submissions received. After Hidalgo County Commissioners' Court approves an award, and the awarded Contractor defaults in meeting the general requirements and/or specifications in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s) and/or qualified Offeror(s). In such event, Hidalgo County shall charge the Awarded Vendor the difference for any additional cost of such item. Hidalgo County reserves the right to add or delete items during the term of the contract under the same rates and conditions.

7. **COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS.** The County will search a database maintained by the Texas State Comptroller which contains relevant vendor information. A contract may not be entered into with an entity that is identified therein. Search results shall be incorporated for all purposes as part of any resulting agreement entered into by the parties. The Offeror shall follow all federal, state, and local laws, requirements, rules, codes, ordinances, regulations and Hidalgo County Policy & Procedures applicable to their proposed goods and/or services, including, but not limited to those addressed within this procurement packet, the resulting agreement and the following:

7.1 Attestation Terrorist Organizations - TEX. GOVT. CODE CH. 2252. Pursuant to the Texas Government Code, including but not limited to Chapter's 2252, 806 and 807, the Offeror warrants, represents, certifies and attests that, by submitting a response to this procurement packet and/or at the time of execution of this Contract, Agreement, or supplemental agreement thereafter, neither the Offeror, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist or (ii) is a company listed by the Texas Comptroller of Public Accounts.

7.2 Breach of Ethics. Contracts awarded hereunder shall be in compliance with Tex. Loc. Govt. Code Chapter 171: Regulation of Conflicts of Interest of Officers of Municipalities, Counties and Certain Other Local Governments.

It shall be a breach of ethics to offer, give, or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or response to a request therefore pending before any department or agency of the County.

It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

7.3 Bonds. If this procurement packet requires submission of bid bond or proposal guarantee, and performance and payment bonds, an explanation of these requirements will be detailed on the Projects Requirements Acknowledgement listed in Appendix "C". Responses submitted without the required bond or cashier's checks may be deemed unresponsive, thus disqualified from participation.

7.4 Boycott Energy Companies Verification – TEX. GOVT. CODE 2274. In accordance with changes to the law from the 87th Legislature in 2021, a for-profit company, not including a sole proprietorship, with ten or more full-time employees, is required to verify in writing that it does not boycott energy companies, and it will not boycott energy companies during the term of the Contract, if it is a contract for goods or services that has a value of at least \$100,000 that is paid wholly or partly from public funds of the governmental body. Written verification may be provided by signing the Legal Notice Declarations page. Please provide a written notification if your company is unable to provide the written verification referenced above.

As per Tex. Gov't. Code §809.001(1), "Boycott energy company" means "without an ordinary business purpose, 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 with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A)".

As per Ch. 2274(c), this verification requirement does not apply to the County if it determines that this requirement is inconsistent with the County's constitutional or statutory duties related to the issuance,

incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds.

7.5 Boycott Israel Verification - TEX. GOVT. CODE 2270. In accordance with the Texas Government Code, including but not limited to Chapters 2270 and 808, a company, other than a sole proprietorship, with ten or more full time employees is required to certify in writing that it does not boycott Israel and will not boycott Israel during the term of the Contract, if the Contract has a value of \$100,000 or more.

7.6 Certification Regarding Debarment, Suspension Ineligibility, and Voluntary Exclusion. The Offeror warrants and represents by execution of an award from their response to this procurement packet that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any Federal programs, or state assistance, as described under Executive Order 12549, "Debarment and Suspension." The Offeror agrees to include this certification in all contracts between itself and any subcontractors in connection with the services performed under any subsequent Contract or Agreement arising from this award. The Offeror also acknowledges that it is their sole responsibility to immediately notify Hidalgo County, in writing, if they or a subcontractor is not in compliance with Executive Order 12549 during the term of this contract. Further, Offeror agrees to refund Hidalgo County for any payments made to the contractor while ineligible. Pursuant to federal regulation 45 CFR Part 76, the Offeror is required to furnish a certification or acknowledgement stating that they are free from suspension and debarment through registration on System for Award Management at www.sam.gov with their response.

7.7 Davis-Bacon Act/Hidalgo County Adopted Prevailing Wage Rate. When applicable, in accordance with Texas Government Code, Chapter 2258, as well as any other applicable laws, any Contractor or Subcontractor performing contracts in excess of \$2,000, for the construction, alteration, or repair (including painting and decorating) of public buildings or public works must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area as per the Davis Bacon Act or the rates adopted by Hidalgo County.

The Offeror warrants and represents that it will pay all its workers all monies earned by its employees including, but not limited to regular wages, any overtime compensation, or any additional payments pursuant to the Fair Labor Standards Act, 29 U.S.C. Section 207 9a(1), as amended; the Texas Pay Day Act; the Equal Pay Act; Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section 2000e, *et al.*, as amended; and/or any provisions of the Texas Labor Code Ann., as amended, without cost or expenses to the County.

Awarded Vendors, its officers, agents, and/or employees will not be entitled to any benefits of an employee or elected official of Hidalgo County, including, but not limited to, benefits associated with Hidalgo County's civil service system.

7.7 Disclosure of Conflict of Interest.

7.7.1 As an Offeror. Pursuant to Texas Local Government Code, Chapter 176, an Offeror must disclose an interest between the Offeror, the Offeror's employees and any Hidalgo County employees arising from relationships within the first degree of consanguinity or affinity. A financial interest arises if the County's elected official, department head, or employee, or a member of their family, received any gifts valued in excess of \$250 during the preceding twelve (12) month period, or employment of any County's elected official, department head, or employee, or the County official's family member.

The Offeror shall not use funds to directly or indirectly pay any person for influencing or attempting to influence any County employee or official in connection with the awarding of any contract or the extension, continuation, renewal, amendment or modification of any contract.

7.7.2 Certificate of Interested Parties (Form 1295). Hidalgo County cannot enter into a contract until Form 1295 is submitted, as Texas law, including, but not limited to Tex. Govt. Code Ch. 2252, Title 1 Tex. Ethics Comm. Rules – Title 1, sec. 46 and the Tex. Admin. Code, requires all parties who enter into any contract with the County which must be approved by its governing body,

to disclose all interested parties. Form 1295 must be completed in its entirety through the Texas Ethics Commission at the following website:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm prior to awarding the Contract. Failure to do so may result in delay of award, or deem your response unresponsive, thus disqualified from participation.

7.7.3 Collusion. The Offeror affirms that by responding to any solicitation made by Hidalgo County, it has not communicated directly or indirectly the response made to any competitor or any other person engaged in such line of business. Any or all responses may be rejected if the County believes that collusion exists among the Offerors, and/or the County believes prices provided by the Offerors are inappropriately unbalanced. Respondent's Affidavit (**Appendix "J"**) must be included in the response.

7.7.4 Consultants Excluded from Competition. An outside Consultant or Contractor is prohibited from submitting a response for goods or services requested on a Hidalgo County project of which the Consultant or Contractor was a designer or other previous contributor, assisted in developing or drafting specifications, requirements, statements of work, or requests for goods and/or services must be excluded from competing for such procurements. If such, a Consultant or Contractor submits a response, that response shall be prohibited, and disqualified on the basis of conflict of interest, no matter when the conflict is discovered by Hidalgo County.

7.7.5 Disclosure of Interested Parties (Form CIQ). Offeror must fully disclose the existence of any relationships as defined above in its response to this procurement packet. The Conflict of Interest Questionnaire (CIQ), attached hereto as Appendix "D", must be filed with the Hidalgo County Clerk, located inside the Hidalgo County Courthouse, at 100 N. Closner, Edinburg, TX 78539 no later than the seventh business day after the date the person becomes aware of facts that require the statement to be filed. Completion and submission of Form CIQ is the sole responsibility of the Offeror. Additionally, the Offeror must immediately notify Hidalgo County if the information provided in its response changes at any time.

7.7.6 Disclosure to Report Lobbying. When applicable, pursuant to 31 U.S.C.A. §1352 (2003), if at any time during the contract term funding to Contractor exceeds \$100,000.00, Contractor shall file with the County the Federal Standard Form LLL titled "Disclosure Form to Report Lobbying" as detailed in Appendix "H".

7.8 Discrimination Against Firearm Entities or Trade Associations Verification - Tex. Gov't. Code Ch. 2274. In accordance with changes to the law from the 87th Legislature in 2021, a for-profit company, not including a sole proprietorship, with ten or more full-time employees, is required to verify in writing that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of the Contract, if it is a contract for goods or services that has a value of at least \$100,000 that is paid wholly or partly from public funds of the governmental body. Written verification may be provided by signing the Legal Notice Declaration page. Please provide a written notification if your company is unable to provide the written verification referenced above.

As per Tex. Gov't. Code §2274.001(3), except as otherwise indicated, to "discriminate against a firearm entity or firearm trade association " means "with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association".

As per Ch. 2274, this verification requirement does not apply to the County if it contracts with a sole-source provider, does not receive any bids from a company that is able to provide the required written verification above, or the contract is exempt from compliance under Tex. Gov't. Code sec. 2274.003 relating to the issuance, sale or delivery of notes.

7.9 Disqualification of Offeror. By submitting a response to this request, an Offeror offering to sell supplies, materials, services, or equipment to Hidalgo County certifies that the Offeror has not violated the antitrust laws of this state codified in Texas Business and Commerce Code §15.01, et seq., as amended, or the federal antitrust laws. If multiple submissions are made by an Offeror and after they are opened, the Offeror requests to withdraw one of the submissions is requested to be withdrawn, the result will be that all of the responses submitted by that Offeror will be withdrawn; however, nothing herein prohibits an Offeror from submitting multiple responses for different products or services.

7.10 Ethical Business Practices. Hidalgo County operates its business ethically and in compliance with the law. We ask that any Offeror, their representative, and/or employee doing business with Hidalgo County, who believes they have witnessed any suspected ethical violation or fraud immediately report the allegations to the Hidalgo County Purchasing Director, 2802 S. BUS HWY 281, Edinburg, TX 78539, (956) 318-2626, eduardo.belmarz@co.hidalgo.tx.us.

Hidalgo County Purchasing Department will conduct a prompt and thorough investigation. At the conclusion of the investigation, Hidalgo County Purchasing Department will refer any suspected criminal activity to the Hidalgo County District Attorney or other appropriate law enforcement agency. Any Offeror who reports suspected ethical violations or fraud can do so without fear of retaliation. Retaliating against any offeror for reporting suspected ethical violations or fraud is strictly prohibited.

7.11 Historically Underutilized Business/Disadvantaged Business Enterprises. The County is committed to ensuring that Historically Underutilized Businesses (HUB) and Disadvantaged Business Enterprises (DBE) such as small business enterprises (SBE), minority and women-owned business enterprises (MWBE) receive a fair and equal opportunity for participation in the County's procurement process. The County encourages the use of these enterprises both as prime and subcontractors as listed in Appendix "E".

When federal funds are expended by the County, the County will take affirmative steps set forth in 2 CFR 200.321 to assure that small, minority, women-owned businesses and labor surplus area owned firms are used when possible. Pursuant to 2 CFR 321, the County requires that a prime contractor who uses subcontractors take affirmative steps set forth in 2 CFR 200.321, including:

- a. Placing qualified small and minority business and women's business enterprises on solicitation lists;
- b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- f. Nothing in this section is to be construed to require the County to award a contract other than as required by law and Hidalgo County policies and procedures.

When procurement is related to road construction projects with the Texas Department of Transportation (TxDOT), all respondents must submit their HUB/DBE plans as part of their submission to be qualified to participate.

7.12 Independent Contractor. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that the County has no supervision of the performance of the Services provided by Vendor, and that Vendor is an independent contractor under an award through this procurement packet.

7.13 Nondiscrimination. By submitting a response to this procurement packet, the Offeror certifies that it will conform to the provisions of the Federal Civil Rights Act of 1964, as amended and related state and federal law.

Offeror, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, age, disability or any other protected class under law (except as allowed in the case of bona fide occupational qualifications).

7.14 Texas Public Information Act. The Offeror understands and agrees that Hidalgo County is a governmental body for purposes of the Public Information Act, codified as Chapter 552 of the Texas Government Code and as such is required to release information in accordance with the Public Information Act (the "Act"). Hidalgo County must rely on advice, decisions and opinions of the Attorney General of the State of Texas relative to the disclosure of data or information. Submissions will be kept confidential in accordance with the Act and applicable law, and submissions are subject to inclusion into the public record after award. To the extent permitted by law, Offeror may request in writing non-disclosure of any information that it considers to be confidential, proprietary, and/or trade secret in its submission. Such data shall accompany the submission, be readily separable from the response, and shall be CLEARLY MARKED "CONFIDENTIAL, PROPRIETARY and/or TRADE SECRET". Hidalgo County will make reasonable efforts to provide Offeror notice in accordance with the Act in the event the County receives a request for information under the Act for information that the Offeror has marked as indicated above. E-mail addresses provided by Offeror to the County as part of its response to this procurement packet are not confidential. Additionally, Offeror provides its affirmative consent to the disclosure of its e-mail addresses, including from its employees, officers, and agents acting on its behalf, that are provided to Hidalgo County. This consent shall survive termination of this agreement and apply to any e-mail address provided in any form for any reason whether related to this procurement packet or otherwise.

7.15 Title VI Notice. The County of Hidalgo, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat.252, 42 U.S.C. §§2000d to 2000d-4) and the Regulations, hereby notifies all respondents that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit Bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. Further, Title VI has been broadened by related statutes, regulations and executive orders as found in Appendices "A" through "E" as attached hereto as **Appendix "G"**. Offeror agrees to comply with Title VI as may be required.

8. **CONTRACT OBLIGATION.** Hidalgo County Commissioners Court must award the contract and the County Judge must sign the contract before it becomes binding on Hidalgo County or the Offeror. Elected officials, department heads, other County employees or representatives are NOT authorized to sign agreements for Hidalgo County, unless prior authorization is approved by the Hidalgo County Commissioners Court, or respective governing body. Binding agreements shall remain in effect until all products and/or services covered by this procurement packet have been satisfactorily delivered and accepted.
9. **CONTRACT RENEWALS.** Any extension or renewal of the agreement entered into by the parties are made at the County's sole discretion and under the same rates, terms and conditions as the initial agreement, or as amended.
10. **CONTRACT TRANSITION (Grace Period).** In the event services end by either contract expiration or termination, it shall be required that the successful respondent continue services if requested by the Hidalgo County Purchasing Department, until new services can be completely operational. The successful respondent acknowledges its responsibility to cooperate fully with the replacement vendor and Hidalgo County to ensure a smooth and timely transition to the replacement vendor. Such transitional period shall not extend more than sixty (60) days beyond the expiration/termination date of the contract, or any extension thereof. The successful respondent shall be reimbursed for services during the transitional period at the rate in effect when the transitional period clause is invoked by Hidalgo County. During any transition period, all other terms and conditions of the contract shall remain in full force and effect as originally written and subsequently amended.
11. **COST OF GOODS AND SERVICES.** Discount payments will be considered when offered. If during the life

of any contract, or response awarded, the successful respondent's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to Hidalgo County. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

- 12. COUNTY APPROVED HOLIDAYS.** There are fourteen (14) County approved holidays. The Offeror is advised that official County business will not be conducted on those dates. The link of approved holidays can be found on: <https://www.hidalgocounty.us/115/County-Holidays>.
- 13. EVALUATION.** Evaluation shall be used as a determinant as to which proposed items or services are the most efficient and/or most economical for the County, considering all factors which have a bearing on price and performance of the items in the user department's environment. All submissions, except for Requests for Bids, may be subject to evaluations and negotiations by the Hidalgo County Purchasing Department, or authorized Hidalgo County representative as approved by Hidalgo County Commissioners Court, with recommendation to the appropriate governing body. Compliance with all requirements, delivery and needs of the user department are considerations in evaluating the responses received. **Pricing is NOT the only criteria for making a recommendation.** A preliminary evaluation by Hidalgo County will be held and appropriate responses will be subjected to the negotiating process and a request for a Best and Final Offer. Upon completion of the negotiations, Hidalgo County will make an award. All responses that have been submitted shall be available and open for public record after the contract is awarded, except for trade secrets or confidential information contained in the responses and identified as such.

Hidalgo County reserves the right to refuse and reject any or all submissions and to waive any or all formalities or technicalities, or to the qualifications considered the best and most advantageous to Hidalgo County. Additionally, Hidalgo County reserves the right to separate and accept or eliminate any item(s) listed under this procurement packet that it deems necessary to accommodate budgetary or operational requirements.

- 14. FISCAL FUNDING.** Hidalgo County has the discretion to utilize grant funding or general funding, however, should grant funding be utilized "Grant Funding" rules will apply. The award of a contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year. Additionally, should funds not be appropriated by the applicable governing body to continue the lease or contract in their sole discretion, said lease or contract shall become null and void on the last day of the current appropriation of funds.

14.1 General Funding. A multi-year lease or lease/purchase arrangement, or any contract continuing as a result of an extension option, must include a fiscal funding out provision in the lease or contract. Funds for this procurement have been provided through the County budget for this fiscal year only. Hidalgo County, on an annual basis and at their discretion, has the right to reconsider a contract during the budget process for ensuing years if financial resources of Hidalgo County are insufficient to meet the liabilities of said contract. After expiration of the lease, leased equipment shall be removed by the Vendor from the user department without penalty of any kind or form to Hidalgo County. All charges and physical activity related to delivery, installation, removal and re-delivery shall be the responsibility of the Vendor.

14.2 Grant Funding. Any contract entered into by the County that is to be paid from grant funds shall be limited to payment from the grant funding, and the Offeror understands that the County has not set aside any County funds for the payment of obligations under a grant contract. If grant funding should become unavailable at any time for the continuation of services paid for by the grant, and further funding cannot be obtained for the contract, then the contract shall be null and void.

Additionally, County contracts subject to assistance from the Federal Emergency Management Agency (FEMA), require inclusion of the contract terms found in **Appendix "H"**. It is the County's intention to comply with FEMA requirements; therefore, any conflict in terms should be resolved as such.

- 15. FORCE MAJEURE.** If by reason of Force Majeure either Party shall be rendered unable, wholly or in part, to carry out its responsibility under this contract by any occurrence by reason of Force Majeure, then the Party

unable to carry out its responsibility shall give the other Party notice and full particulars of such Force Majeure in writing within a reasonable time after the occurrence of the event, and such notice shall suspend the Party's responsibility for the continuance of the Force Majeure claimed, but for no longer period. Force Majeure means acts of God, floods, hurricanes, tropical storms, tornadoes, earthquakes, or other natural disasters, acts of a public enemy, acts of terrorism, sovereign conduct, riots, civil commotion, strikes or lockouts, and other causes that are not occasioned by either Party's conduct which by the exercise of due diligence the Party is unable to overcome and which substantially interferes with operations.

16. **GOVERNING LAW.** This procurement packet is governed by the competitive bidding requirements of the County Purchasing Act, Texas Local Government Code, §262.021 *et seq.*, as amended. Offerors shall comply with all applicable federal, state and local laws and regulations. Offeror is further advised that these requirements shall be fully governed by the laws of the State of Texas and venue shall be performable in a federal or state court or competent jurisdiction in Hidalgo County, Texas. Hidalgo County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the Hidalgo County District Attorney concerning any portion of these requirements. The County does not agree to binding arbitration and does not waive its right to a jury trial.
17. **HIPAA COMPLIANCE.** When applicable, the Offeror agrees to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (codified at 45 C.F.R. Parts 160 and 164), as amended ("HIPAA"); privacy and security regulations promulgated by the United States Department of Health and Human Services ("DHHS"); Title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, as amended ("HITECH Act"); provisions regarding Confidentiality of Alcohol and Drug Abuse Patient Records (codified at 42 C.F.R. Part 2), as amended; and TEX. HEALTH & SAFETY CODE ANN. §§81.046, as amended, 181.001 *et seq.*, as amended, 241.151 *et seq.*, as amended, and 611.001 *et seq.*, as amended collectively referred to as "HIPAA", to the extent that the Offeror uses, discloses or has access to protected health information as defined by HIPAA. Offeror may be required to enter a Business Associate Agreement pursuant to HIPAA.
18. **INDEMNIFICATION.** The successful Offeror, shall indemnify, defend, save, and hold Hidalgo County, all its elected officials, officers, agents and employees harmless from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property directly or indirectly from contractor's performance on account of any negligent act or fault of the successful Offeror, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful Offeror shall pay any judgment with costs which may be obtained against the County growing out of such injury or damages, and shall, upon request, provide a defense to Hidalgo County by counsel reasonably acceptable to the County. The Successful Offeror indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement and the like, arising out of the goods and services provided by successful Offeror.
19. **INSPECTIONS & TESTING.** Hidalgo County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the user department. If an Offeror cannot furnish a sample of a proposed item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the response as inadequate.

The successful respondent shall warrant that all items/services shall conform to the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this procurement packet shall be subject to the County's approval. Items found to be defective or not meeting specifications shall be replaced by the successful Offeror within two (2) business days at no expense to the County. Items that are not picked up within one (1) week after notification shall be deemed a donation to the County and may be used or disposed of at the County's discretion, without waiver of any other rights of the County as to the items' nonconformity.

20. **INSURANCE.** Contractor shall procure and maintain, with respect to the subject matter of this procurement packet, appropriate insurance coverage including, as a minimum, public liability and property damage with

adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this procurement packet. Certification of such coverage must be provided to the County as part of this response. (See **Appendix "C": Insurance Requirements**). Prior to award, Hidalgo County must be listed as a Certificate Holder to the policies.

21. **LEGAL DOCUMENTS.** Offeror should submit any agreement for products and/or services which may be required by their organization to enter into a contract with Hidalgo County. The awarded vendor will be required to execute an agreement with Hidalgo County which finalizes the terms and conditions set forth in their response, best and final offer, and any negotiations between the Offeror and Hidalgo County. The agreement is subject to review and amendment by the Hidalgo County District Attorney's Office.
22. **MAINTENANCE.** Maintenance required for equipment proposed should be available in Hidalgo County by a manufacturer-authorized maintenance facility. Costs for this service shall be shown on **Appendix "B"**. If Hidalgo County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.
23. **MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS.** When applicable, Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increase might affect costs for goods and services contracted on an annual basis. As such, upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that may warrant an adjustment in bid prices contained in the contract. When applicable, the following procedure and conditions may be employed to mediate price volatility:
 - A Vendor shall:
 - make its Market Volatility and Unit Price Adjustment request in writing to the County Purchasing Agent.
 - tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the Vendor of the price changes.
 - put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
 - notify the County at the time when the Vendor's costs for items, supplies, and or services reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.
 - Price adjustment reviews may only be requested by the Vendor on a quarterly basis; however, the County may at its own discretion, conduct temporary price adjustment reviews at any time.
 - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
 - The County may only grant a price increase if the evidence presented is deemed reliable.
 - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
 - The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.
 - Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.
 - Price increases are only valid for the quarter in which they are requested and approved.
 - Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County

Purchasing Department shall have sole discretion whether to grant the price increase extension.

- The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.
 - The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.
- 24. MATERIAL SAFETY DATA SHEETS.** Under the "Hazardous Communication Act", commonly known as the "Texas Right to Know Act", an Offeror must provide to the County with each delivery, safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the Offeror to furnish the required documentation will be cause to reject any response applying thereto.
- 25. MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE RESPONDENTS.** With their submitted response, the Offeror must affirmatively demonstrate their responsibility as listed on **Appendix "A"**. A prospective respondent, by submitting a response, represents to County that it meets the requirements listed.
- 26. NAME BRANDS.** Specifications may reference name brands and model numbers. It is not the intent of Hidalgo County to restrict or preclude competition in any way, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Offerors may offer items of equal stature and the burden of proof of such stature rests with Offerors. Hidalgo County shall act as sole judge in determining equality and acceptability of products offered.
- 27. NEW MILLENNIUM COMPLIANCE.** All products and/or services furnished as part of this contract must be compliant for the present year and forward. This applies to all computers including hardware and software as well as all other commodities with date sensitive embedded chips.
- 28. PAYMENT UNDER CONTRACT.** If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.
- 29. PERFORMANCE ENFORCEMENT.** Hidalgo County reserves the right to enforce performance of any contract, agreement, supplemental agreement, as amended, or participation in the professional services pool, in any manner prescribed by law or deemed to be in the best interest of the County. Hidalgo County reserves the right to terminate the contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County immediately in the event of breach or default by a successful respondent, including, but not limited to failure to maintain qualifications, meet schedules, pay any required fees or taxes, or otherwise failing to perform in accordance with the requirements of this procurement packet.
- 30. POST-AWARD DELIVERY INSTRUCTIONS.** Title and Risk of Loss of goods shall not pass to Hidalgo County until Hidalgo County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the user department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday, except on County approved holidays. The Offeror is advised to consult the user department for instructions, and be given at least seventy-two (72) hours prior notice of delivery, if applicable, before delivery will be accepted. The place of delivery shall be identified in the Requirements/Specifications attached hereto as **Appendix "A"** of this procurement packet and/or on the Purchase Order as a "Deliver To:" address.
- 31. POST-AWARD INVOICES AND PAYMENTS.** Offerors shall submit an original, itemized invoice on company letterhead with their company name and address, detailing the deliverable(s) of goods and/or services provided, the respective price, product code, item number, quantity, etc. per line item, the name of receiving/requesting department or elected office, the delivery address, the awarded vendor's contract number, and issued purchase order number. Any invoice, which cannot be verified by the contract price and/or is otherwise incorrect, will be returned to the Offeror for correction. Under term contracts, when multiple deliveries and/or services are required, the Offeror may invoice following each delivery and the County will pay on invoice. Contracts providing for a monthly charge will be billed and paid on a monthly basis only. All

payments are subject to compliance with the Texas Prompt Payment Act.

Deliverables or services will be considered complete only upon written acceptance by Hidalgo County. No charges may be billed to Hidalgo County unless such costs are explicitly included in the agreement or contract. For billing and payment questions please contact the Hidalgo County Auditor's Office, 2808 S. Business Hwy. 281, Edinburg, Texas 78539, (956) 318-2511.

- 32. PROCEDURES FOR VENDOR PROTEST.** Any potential Offeror has the right to protest a solicitation packet or contract award. Details for these procedures can be found on our County website: [ADD WEBSITE LINK](#). The Vendor also understands that an awarded contract may immediately become void if the County determines that a lack of compliance with applicable policies and/or statutes has occurred at any time, whether in the procurement process, or after award.
- 33. PROCUREMENT PACKET FORM COMPLETION.** Fill out and return to the Hidalgo County Purchasing Department one (1) complete response in an appropriately sized envelope or box. **PACKAGE MUST SHOW THE COMPANY NAME, RETURN ADDRESS, THE RFB, RFP, RFQ, etc., PROJECT DESCRIPTION, OPENING DATE AND TIME, AND BE MARKED "SEALED SUBMISSION"**. For Offeror's convenience, the shipping label on **Appendix "N"** can be used on the submission packet. An authorized representative of the Offeror should sign the Submission Cover Sheet. The contract will be binding only when signed by Hidalgo County, funds are certified by the Hidalgo County Auditor, and an official Hidalgo County Purchase Order is issued by the Hidalgo County Purchasing Department.
- 34. PROCUREMENT PACKET SUBMISSION.** Offeror must submit all completed responses to the Hidalgo County Purchasing Department reception desk at 2802 S. BUS. HWY 281, Edinburg, Texas 78539 by the date and time listed under the Submission Deadline and Bid Opening section of the Procurement Overview. **Late submissions will not be accepted for any reason.**

33.1 Supplemental Materials. Offerors are responsible for including all pertinent product data in the submitted response to this procurement packet. Literature, brochures, data sheets, specification information, completed forms requested as part of the procurement packet and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the Offeror wishes to include as a condition of the submission, must also be in the submitted response. Failure to include all necessary and proper supplemental materials may be cause to reject the entire response.

- 35. PROOF OF BUSINESS.** Offeror must be in business under its current name and in its current form (e.g., proprietorship, Chapter S Corporation). Information to be included as part of the Vendor Application, **Appendix "E"**.
- 36. PURCHASE ORDER AND DELIVERY.** The successful Offeror shall not deliver products or provide services without a Hidalgo County Purchase Order, signed by the Hidalgo County Purchasing Director, or an authorized agent of the Hidalgo County Purchasing Department. When applicable, the fastest, most reasonable delivery time shall be indicated by the Offeror in the proper place on **Appendix "B"**. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped **F.O.B. INSIDE DELIVERY** unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the user department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Hidalgo County, without prejudice to other remedies provided by law. **Where delivery times are critical, Hidalgo County reserves the right to award accordingly.**

Goods and/or Services must not be provided and invoices will not be paid without a purchase order signed by the Hidalgo County Purchasing Director.

- 37. QUALIFICATIONS OF OFFEROR.** Offeror's failure to qualify or maintain qualifications throughout the

term of this agreement shall release Hidalgo County from all obligations to the Offeror with regard to the services. In such an event, Hidalgo County may elect to engage another qualified firm or reject all submissions and re-advertise.

38. **RECYCLED MATERIALS.** Hidalgo County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Hidalgo County will be the sole judge in determining product preference application.
39. **REFERENCES.** Offeror must provide a total of four (4) references in each response to a solicitation requested by Hidalgo County. **One of the four references listed should be of a project that was canceled.** Offeror may provide this in form of Reference Letters from other individual(s)/entities or local government entities for whom the Offeror has provided similar services in the past twenty-four (24) months as demonstration of their prior experience, or if Offeror prefers, may utilize the Reference Form Appendix "M". Letters or reference sheet must include the following information:
- Organization/Client Name/Government Entity (Include population of any local governmental entity – some procurements may require a specific population).
 - Name of Contact Person
 - Contact Telephone, Address and Email
 - Name of Project
 - Scope of Work
 - Contract Period
 - Budget Project Amount; Actual Project Amount
 - Expected project timeframe; actual project timeframe
 - Include contact information for one (1) client that services have been canceled, and a description of why the project was canceled.
40. **SCANNED OR RE-TYPED RESPONSE.** If in its response, Offeror either electronically scans, re-types, or in some way reproduces the County's published procurement packet, then in the event of any conflict between the terms and provisions of the County's published procurement packet, or any portion thereof, and the terms and provisions of the response made by the Offeror, the County's procurement packet *as published* shall control. Furthermore, if an alteration of any kind to the County's published procurement packet is only discovered after the contract is executed and is or is not being performed; the contract is subject to immediate cancellation.
- Regardless of how an Offeror requested or received a copy of this procurement packet to prepare a response, the response must be submitted in hard copy according to the instructions contained within this procurement packet.
41. **SEVERABILITY.** If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.
42. **SILENCE OF SPECIFICATIONS.** The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item proposed.
43. **SUBCONTRACTING.** Vendor may not subcontract services to another firm without prior written request detailing goods and/or services that are to be subcontracted, and approval of said written request by Hidalgo County Commissioners Court, or applicable governing body.

44. **TAXES.** Hidalgo County is exempt from all federal excise, state and local taxes unless, otherwise stated in this document. Hidalgo County claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended. Offerors are not to include tax in any cost figures (including in any supplemental project specific contracts applicable to pools). If it is determined that tax was included in the cost figure it will not be included in the tabulation of any supplemental project specific awards. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Hidalgo County Purchasing Department, and signed by the Agent, or authorized Purchasing Department representative.
45. **TERM OF CONTRACTS.** If the contract is intended to cover a specific time period, the term will be specified in **Appendix A: Requirements/Specifications**. Awarded contract will be in effect until (a) the term expires, or (b) participation is terminated by County with thirty (30) days written notice prior to cancellation with or without cause. Any supplemental project-specific contract award to a successful respondent will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by the County with thirty (30) days written notice prior to cancellation with or without cause, unless otherwise stated in the executed agreement.
46. **TERMINATION.** Hidalgo County reserves the right to terminate the contract for default if Offeror breaches any of the terms therein, including warranties of Offeror or if the Offeror becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Hidalgo County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Hidalgo County's satisfaction and/or to meet all other obligations and requirements. Hidalgo County may terminate the contract without cause upon thirty (30) days written notice, unless otherwise stated in the executed agreement.
47. **TERMINATION FOR HEALTH AND SAFETY VIOLATIONS.** Hidalgo County has the option to terminate this contract immediately without prior notice if Offeror fails to perform any of its obligations in this contract if the failure (a) created a potential threat to health or safety or (b) violated a law, ordinance, or regulation designed to protect health or safety.
48. **USAGE REPORTS.** Hidalgo County reserves the right to request, and receive at no additional cost during the yearly contract period, a usage report detailing the services furnished to date under an agreement resulting from this procurement packet. The reports must be furnished no later than five (5) business days after written request and itemize all purchases to date by Hidalgo County department, description of each service purchased, quantity of each service purchased, per unit cost and total amount of all services purchased.
49. **WAIVER OF SUBROGATION.** Offeror and Offeror's insurance carrier waive any and all rights whatsoever with regard to subrogation against Hidalgo County as an indirect party to any suit arising out of personal or property damages resulting from Offeror's performance under any award resulting from award from this procurement packet.
50. **WARRANTIES.** Offerors shall furnish all data pertinent to warranties or guarantees which may apply to items in the response to this procurement packet. Offeror may not limit or exclude any implied warranties. Further, Offeror warrants that product sold to the County shall conform to the standards established by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event product does not conform to OSHA Standards, where applicable, Hidalgo County may return the product for correction or replacement at the Offeror's expense. If Offeror fails to make the appropriate correction within a reasonable time, Hidalgo County may correct at the Offeror's expense.
51. **CIVIL WORKS, CONSTRUCTION & PUBLIC WORKS PROJECTS.** Provisions of Tex. Govt. Code Ch. 2269 as amended by HB 2581 of the 87th Texas Legislature applicable to Civil Works and Construction Projects are hereby incorporated. Provisions of Texas Local Govt. Code Ch. 271, subchapter B applicable to competitive bidding on certain public works projects are hereby incorporated.

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PROPOSED FOR
**The County of
Hidalgo - Urban
County Program**

REQUEST FOR PROPOSALS

**Consultant Services for
the Preparation of a
Five-Year Consolidated
Plan, FY23 Annual
Action Plan and
Analysis of
Impediments for the
County of Hidalgo, City
of Edinburg, City of
McAllen and the City of
Mission**

RFP No. 5022-98-2101-0000-5CON-SDLG

**PROPOSED BY
National Development
Council**

Headquarters

1111 Superior Ave East,
Suite 1114

Cleveland, OH 44114

www.ndconline.org

1-800-501-7489

Proposal Contact

Laura Salinas-Martinez,
Operations Support Director,

Technical Advisory Services

(210) 314-9860

lsalinas@ndconline.org



November 16, 2022

SECTION C
Price Proposal

Section C. Detailed Description of Services and Cost Breakdown

FEE SCHEDULE	
Task/Deliverable	Cost
PHASE I – December 2022 thru February 2023	
<u>Consolidated Plan</u>	
1. Conduct project kick off meeting. 2. Review, analyze and prepare necessary data for Consolidated Plan. 3. Develop a strategy for citizen participation process. 4. Develop marketing materials for public engagement. 5. Begin conducting consultations with private agencies, public agencies, and community groups. 6. Develop Survey.	\$75,000.00
<u>Analysis of Impediments/ Assessment of Fair Housing</u>	
1. Review existing plan; and 2. Complete an examination of pertinent data including demographic, income, employment, and housing data as well as studies that have been completed that relate to fair housing.	\$15,000.00
PHASE II – February 2023 thru June 2023	
<u>Consolidated Plan</u>	
1. Complete consultations with private agencies, public agencies, and community groups, including town hall meetings and focus groups. 2. Submit draft Consolidated Plan and Annual Action Plan to the County & Cities for review. 3. Complete summary information necessary for committee and council briefings. 4. Submit four copies (including one original bound and one master unbound) of the Con Plan and Annual Action Plan to the County & Cities as well as a digital version of the same. 5. Enter Consolidated Plan and Annual Action Plan to IDIS. 6. HUD Response and Acceptance.	\$34,000.00
<u>Analysis of Impediments</u>	
1. Complete consultations with private agencies, public agencies, and community groups, including town hall meetings and focus groups. 2. Submit draft Analysis of Impediments to the County & Cities for review. 3. Complete summary information necessary for committee and council briefings. 4. Submit four copies (including one original bound and one master unbound) of the Analysis of Impediments to the County & Cities as well as a digital version of the same.	\$10,000.00
TOTAL FOR PHASE I & II	\$134,000.00

* Pricing includes travel and accommodations for the Project Team Lead and one Project Team Member for up to three client visits that can be utilized at project initiation, public meetings, committee meetings, and council meetings.

OPENED

11/16/22
2:06 PM

Witnessed

[Signature]

PROPOSED FOR
The County of
Hidalgo - Urban
County Program

REQUEST FOR PROPOSALS

Consultant Services for
the Preparation of a
Five-Year Consolidated
Plan, FY23 Annual
Action Plan and
Analysis of
Impediments for the
County of Hidalgo, City
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McAllen and the City of
Mission

RFP No. 5022-98-2101-0000-5CON-SDLG

PROPOSED BY

National Development
Council

Headquarters

1111 Superior Ave East,
Suite 1114

Cleveland, OH 44114

www.ndconline.org

1-800-501-7489

Proposal Contact

Laura Salinas-Martinez,
Operations Support Director,
Technical Advisory Services

(210) 314-9860

lsalinas@ndconline.org



November 16, 2022

MISSION SINCE 1969

NDC directs capital to support the development and preservation of affordable housing, creates jobs through small business lending, advances livable communities with social infrastructure investment, and builds capacity with hands-on technical assistance to local governments.

Table of Contents

Section A. Non-Price Proposal

Section A-1. Cover Letter	7
Section A-2. Qualifications and Experience	8
Section A-3. Approach to Scope of Work.....	17
Section A-4. Plan of Services/Timeline	21
Section A-5. County/City Resources	22

Section B. Proposal Attachments

Section B-1. Appendix A: Certificate Regarding Debarment	24
Section B-2. Appendix B: Certificate of Non-Collusion.....	25
Section B-3. Insurance Requirement Acknowledgement.....	26
Section B-4. Conflict of Interest Questionnaire	27
Section B-5. Certification Regarding Lobbying.....	28
Section B-6. Project Team Resumes	29
Section B-7. City of Lewisville Consolidated Plan/AI.....	40

Section C. Price Proposal (Separate Cover)

Detailed Description of Costs & Cost Breakdown

SECTION A
Non-Price Proposal



National Development Council
1111 Superior Avenue East, Ste 1114
Cleveland, OH 44114
(800) 501-7489
www.ndconline.org

November 16, 2022

Eduardo Belmarez, Purchasing Director
Hidalgo County Purchasing Department
2812 S. Business Hwy. 281
Hidalgo County Administration Building
Edinburg, Texas 78539

RE: 5 Year Consolidated Plan RFP No. 5022-98-2101-0000-5CON-SDLG

Dear Mr. Belmarez:

On behalf of the National Council for Community Development, Inc. dba the National Development Council (NDC), I am pleased to submit for your consideration the enclosed response to the County of Hidalgo, City of Edinburg, City of McAllen and the City of Mission for preparation of their Five-Year Consolidated Plan, FY23 Annual Action Plan and Analysis of Impediments. NDC understands all aspects of the solicitation; and as such, is committed to performing these services.

NDC professionals have delivered a unique combination of community development, economic development and housing development services – including planning and policy solutions, technical assistance, training, and financing. In addition, throughout the pandemic, NDC has served as third party administrator of emergency housing and business assistance programs resulting in deployment of over \$644 million in disaster recovery funding throughout the U.S. NDC gained tremendous insight and experience in developing plans, policies and procedures for disaster recovery programs and their implementation.

NDC is uniquely qualified to deliver the requested services as it has been an innovator in helping clients develop, implement and refine affordable housing, community development and economic development plans, policies and programs. NDC advises on the Community Development Block Grant (CDBG), HOME Investment Partnerships Program, CARES Act and ARP Act funding. NDC's most recent and relevant experience includes successful development and acceptance of a HUD Consolidated Plan/Action Plans in San Antonio, TX and Lewisville, TX.

Our project team brings the in-depth knowledge and unparalleled technical expertise necessary to successfully complete this project. NDC appreciates the opportunity to submit this proposal. Please contact Laura Salinas-Martinez, Operations Support Director, at (210) 314-9860 or lsalinas@ndconline.org if you have any questions or need additional information. Thank you.

Sincerely,

Daniel Marsh III

Daniel Marsh III
President & CEO

Section A-2. Qualifications and Experience

Firm Information & Experience

Established in 1969 at the beginning of the community development movement, the National Development Council (NDC) has played an integral role in shaping the strategies and methodologies that have set the standards of excellence in the practice of local economic development, affordable housing, and community development. NDC's staff has worked with nonprofit and public sector practitioners in every one of the 50 states, more than 100 entitlement cities and counties, and hundreds of small cities to help leverage public funds in exchange for community development projects that generate long-term and sustainable community wealth.

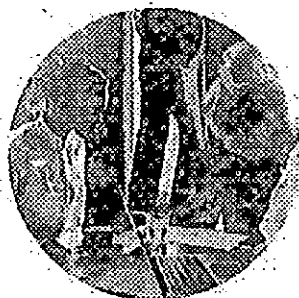
NDC is a nonprofit organization that has 10-member Board of Directors. NDC employs 80 people and is led by Daniel Marsh III, President & CEO and the following leadership team members:

- Raquel Favela, Sr. Executive Vice President, Training & Technical Advisory Services
- David Trevisani, Sr. Executive Vice President, Economic Development
- Michael Griffin, Sr. Executive Vice President, Affordable Housing
- Adam Ennis, Chief Financial Officer, Finance
- Gertrude Scriven, Human Resources Director, Human Resources & Administration

NDC is headquartered in New York City and has the following office locations:

1. 633 3rd Avenue, 19th Floor, New York, NY 10017
2. 1111 Superior Ave East, Suite 1114, Cleveland, OH 44114
3. 4101 Spring Grove Ave, Suite A, Cincinnati, OH 45223
4. 1808 S. Good Latimer Expressway, Dallas, TX 75226
5. 1037 NE 65th Street, Suite 368, Seattle, WA 98115

NDC's mission focuses on increasing the flow of capital for homes, jobs, and community as described below.



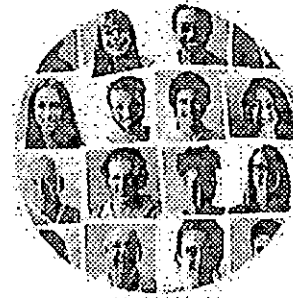
HOMES

We assist in the development of housing by leveraging scarce public resources to ensure that access to housing will also mean access to transportation, jobs, and amenities.



JOBS

We use our knowledge of the private sector's strengths and limitations to structure and employ programs that provide capital to small businesses.



COMMUNITY

We provide access to tools for the financing and development of infrastructure that can facilitate economic development and improve quality of life.

NDC acts as a teacher, advisor, investor, developer, and lender all in one, working tirelessly to increase the flow of investment capital, spur job creation and bring community development to America's economically challenged areas. NDC's core expertise is in assisting its client communities in strategic uses of public resources and incentives to leverage private investment in economic and community development efforts. NDC has excelled at delivering effective public-private partnerships that demonstrate these principles by providing direct technical assistance, building the capacity of our client staff, applying extensive knowledge of public sector financing with direct development experience, and helping our clients negotiate the best possible development outcomes. NDC's technical assistance is deeper and broader than consulting. We design and structure economic development and public facility finance programs, identify sources for funding, secure the capitalization, and train and work alongside our clients' staff in program operations. NDC's mission is skills-transfer to build local capacity.

NDC undertakes its work through two areas of activity focus: capacity building and financing & development, as shown below.

CAPACITY BUILDING

Technical Assistance



NDC Field Directors help define, design, and execute development and business finance initiatives.

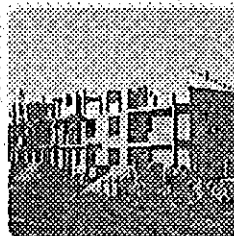
Training & Certification



NDC instructors teach the skills and knowledge needed to successfully facilitate housing and economic development projects.

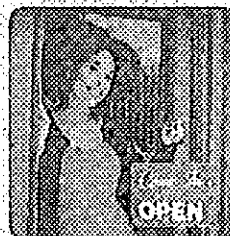
FINANCING & DEVELOPMENT

Corporate Equity Fund



NDC serves as a development partner as well as provides syndicated investments in low income and historic tax credits.

Small Business Lending



NDC creates jobs through its Small Business Lending programs; the Grow America Fund and Community Impact Loan Fund target its flexible lending to MWBE small business and LMI communities.

Housing & Econ Development Corp



HEDC is a 501(c)(3) nonprofit affiliate of NDC that finances and builds community and public facilities on behalf of our communities through public-private partnerships and new markets tax credits.

NDC's founding and continuing mission is to direct capital to support the development and preservation of affordable housing, create jobs through small business lending, advance livable communities with social infrastructure investment, and build capacity with hands-on technical assistance to local governments and community development organizations. For more than five decades, this has been the foundation of the NDC services listed below:

Training: Recognizing that local capacity means local empowerment, over 40 years ago NDC created the first professional education and certification program for community-based economic, housing and community development practitioners. Since then, NDC has trained more than 81,000 individuals from a range of communities - urban and rural, large, and small - in the art and science of community development and finance. This work continues in every course with up-to-date curricula that reflect the changing finance and policy landscapes, with innovations in

remote and in-person classroom technologies, and with practical, hands-on problem-solving experience in actual development projects.

Technical Assistance: NDC is one of the nation's leading not-for-profit providers of technical assistance in the areas of economic development and housing development finance and underwriting, including small business underwriting. For over 50 years, NDC's staff has worked with nonprofit and public practitioners in every one of the 50 states, in hundreds of large and small cities and rural areas, to help plan and execute development strategies, and to access, leverage, and deploy financing from public and private sources. We work side-by-side with our local partners, and with each project completed and program created, these local practitioners gain experience and knowledge for their continuing work in creating long-term and sustainable community wealth. Technical assistance is provided by field directors with a minimum of ten years progressively responsible experience in the field of housing and economic development. They are subject matter experts in federal programs and achieve required certifications to provide clients guidance on their most difficult community development projects, policies, and strategies.

Affordable Housing: Affordable housing, a critical element in creating equitable communities, has been an NDC focus from the beginning. Our technical assistance has helped the hundreds of communities we serve plan and finance housing throughout the 50 years of changing federal and state policies. When the Low-Income Housing Tax Credit became the primary source of financing, we created NDC's Housing & Economic Development Corporation (HEDC) Corporate Equity Fund (CEF). CEF's syndicated multi-investor funds provide equity capital for the construction and rehabilitation of affordable housing using Low Income Housing, Historic Preservation and Renewable Energy Tax Credits. NDC's CEF works with local housing sponsors and developers from project inception, guiding the financial structuring and, again, building local technical capacity. CEF has financed nearly 13,000 housing units.

Small Business Lending: Access to capital for small businesses is another cornerstone of equitable community development. NDC first entered this field of work with a service that helped minority business owners access credit from conventional banks through SBA and other loan programs.

Grow America Fund: Over 30 years ago, we began our own small business lending activities with NDC's Grow America Fund (GAF), the nation's first and only U.S. SBA-licensed Small Business Lending Company (SBLC) owned and operated by a nonprofit organization. GAF, which became certified as a Community Development Financial Institution (CDFI) in 1997, is a small business loan fund whose mission is to create jobs, stimulate investment, and build the strength of the entrepreneurial and small business sector in low-income communities. GAF's loans range from \$150,000 to \$2,000,000, with over 60% or more of its loans made to businesses in CDFI eligible areas. GAF has loaned almost one half billion dollars to more than 3,200 small businesses, creating and retaining over 50,000 jobs, including thousands of construction jobs. Additionally, NDC has considerable experience operating non-SBA loan funds capitalized with both public and private funds that offer a range of loan sizes, including loans under \$50,000.

Community Impact Loan Fund: Recognizing another unmet need in equitable community development – better access to credit for smaller, younger, minority-owned businesses,

NDC created its Community Impact Loan Fund (CILF) in 2014. A CDFI since 2016, CILF works through community networks and engages with local partners to conduct outreach, connect businesses to networks of support, and build local capacity, similar to the vision and purpose of the SBA Community Navigator Pilot Program. CILF provides guidance to businesses before the loan application is even formally initiated and continues working with the businesses to loan closing and throughout the period of the loan. During this relationship, we help businesses anticipate problems, help solve them when they arise, and, at the end of the loan period, position businesses to emerge with greater equity and greater wealth. Close to 95% of CILF's lending activities have assisted low-income and minority/woman-owned entrepreneurs or non-profits that serve low-income communities or communities of color. In 2020, CILF made 131 loans totaling more than \$20 million and in the first half of 2021, CILF has loaned more than \$12 million to 201 businesses.

Multicultural Community Investment (MCI) Initiative: In 2019, NDC created its Multicultural Community Investment (MCI) Initiative to engage with local community development ecosystems more deeply in delivering capital and technical assistance to BIPOC businesses and their communities. MCI debuted in Broward County, FL; Cleveland and Cuyahoga County, OH; and the Greater St. Louis Region, MO. MCI collaborates and creates partnerships with members of those ecosystems to engage in outreach and to identify businesses that need capital or technical assistance. These outreach partners include business support organizations; neighborhood, social, civic, and religious organizations; local outposts of public agencies; and other community stakeholders. These partners are not only culturally integrated into their neighborhoods and social infrastructure, but they are also skilled in providing technical assistance, business counseling, capacity building, and training in various aspects of small business operations. MCI connects businesses with GAF, CILF, and other NDC affordable housing and community development resources.

Pandemic-Related Small Business Assistance and Housing Assistance: Shortly after the COVID-19 pandemic began its march across the nation, NDC's existing client communities called upon NDC to aid them in redesigning and redeploying their existing programs to respond to the crisis faced by local small businesses and low-income households. Additionally, NDC began serving as a third-party administrator and/or lender for many statewide entities, counties, and cities across the nation and helped to deploy over \$644 million in COVID-19 financial assistance to 32,229 businesses and 2,541 low-income households. As a result of our participation in these initiatives, we collected both quantitative and qualitative data on the current (and evolving) state of small businesses and community needs.

Staff Expertise

NDC's staff is a talented group of former bankers, government employees, developers, entrepreneurs, economic development leaders and affordable housing and community development professionals. This diverse mix of backgrounds gives NDC a special understanding of both private and public sector financing/funding sources and their respective community planning and compliance requirements. Laura Salinas-Martinez, Operations Support Director with the Training & Technical Advisory Services Group, will serve as the Project Lead and the primary point of contact.

PROJECT TEAM



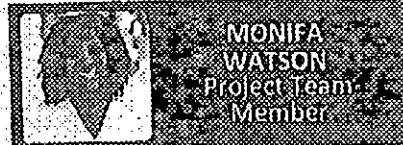
**LAURA SALINAS-
MARTINEZ**
Project Team
Lead



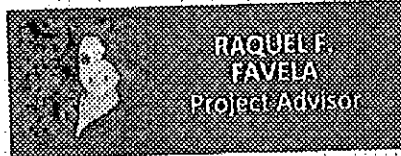
**PATRICIA
SANTA CRUZ**
Project Team
Member



**MAUREEN
MILLIGAN**
Project Team
Member



**MONIFA
WATSON**
Project Team
Member



**RAQUEL F.
FAVELA**
Project Advisor



**NDC FELLOWSHIP
PROGRAM**
Project Team
Support

Laura Salinas-Martinez is the Operations Support Director at NDC and an experienced affordable housing and community development professional with vast working knowledge of operations, federal grants administration, the Community Development Block Grant (24 CFR Part 570), the HOME Investment Partnerships Program (24 CFR Part 92), the Neighborhood Stabilization Program, Consolidated Plan Revisions and Updates Final Rule (24 CFR Part 91), the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200), Environmental Review Requirements (24 CFR Part 58), planning and policy development, programmatic implementation, contract negotiations, and organizational leadership. Before joining NDC, Ms. Salinas-Martinez served as the Grants Administrator (and in several other management roles) for the City of San Antonio where she had full management responsibility of annual HUD entitlement funding of over \$20 million to include ensuring timely draws and commitment deadlines, compliance and performance reporting, action plan development, grant reconciliations, IDIS activity set up and reporting, consolidated annual performance and evaluation reporting and serving as the primary point of contact with HUD. In addition, during the pandemic, she developed policies/procedures and led the processing teams for the City's COVID-19 Emergency Housing Assistance Program that subsequently deployed hundreds of millions of dollars. Since 2000, Ms. Salinas-Martinez has worked in several key roles organizations to include the City of Yakima's Office of Neighborhood Development Services (Washington), San Antonio Housing Authority, Neighborhood Housing Services of San Antonio and the Brooks Development Authority. Ms. Salinas-Martinez was born and raised in Edinburg, Texas and visits the Rio Grande Valley frequently. She attended the University of Texas-Pan American (now UT-RGV); she holds a Bachelor's Degree in Business Administration from Heritage University (Toppenish, WA) and a Master's degree in Business Administration from St. Mary's University (San Antonio, TX). Ms. Salinas-Martinez has resided in San Antonio since 2003 and is fluent in English and Spanish.

To ensure that we meet the needs of this project, NDC will draw upon its vast resources of staff expertise with the following Project Team Members whose complete resumes are provided in Section B-6:

Patricia Santa Cruz joined NDC in November 2021 as a Field Director in the Technical Advisory Services Division (Central Team). In this role, Ms. Santa Cruz assists local organizations in achieving a wide variety of community development goals. Patricia has 20 years of federal grant experience in management, administration, and implementation of federal programs. She has more than 12 years of experience in management and administration of HUD CDBG and HOME Program funds with various types of community development and housing projects. Her recent experience at the City of San Antonio includes

overseeing \$21 million in CDBG and HOME budgets and activities and \$17 million in CDBG Coronavirus Aid, Relief, and Economic Security (CARES) Act funds, ensuring the City met applicable funding commitment and expenditure deadlines, completing the Five-Year Consolidated Plan, as well as Annual Action Plans, Substantial Amendments, and Consolidated Annual Performance Evaluation Reports. She has extensive experience in other operational aspects of CDBG and HOME programs including IDIS, environmental reviews, Section 3, program compliance, eligibility determination, and contract administration. She also assisted with the implementation, policy development and monitoring of the City's \$140 million COVID-19 Emergency Housing Assistance Program funded with CARES Act and other federal and local funds and led the development of the department's Equity Action Plan, which outlines two-year goals and strategies for advancing racial and economic equity in their programs and policies. Ms. Santa Cruz is fluent in English and Spanish and resides in San Antonio, Texas.

Maureen Milligan is a Field Director in the Technical Advisory Services Division (Central Team). Ms. Milligan has been a licensed attorney for nearly 17 years and has drafted state legislation, local ordinances, municipal court manuals, multi-departmental standard operating procedures, HUD Consolidated Plans, and local housing strategies. Immediately prior to joining NDC, she served as an Assistant Director in the Dallas Department of Housing and Neighborhood Revitalization where she managed a team of community development professionals who facilitated home repair, mortgage assistance, housing development and land bank programs that used funding sources including CDBG and HOME grants, general obligation bonds, and municipal general funds. During her tenure as an Assistant Director, Ms. Milligan led the implementation of the City of Dallas's first comprehensive housing policy, including drafting ordinances, program statements, and procedures related to incentive zoning, housing tax credits, community land trusts, tangled titles, neighborhood empowerment zones and strategic land acquisition/disposition. She established and managed the Housing Policy Taskforce where she engaged industry professionals, neighborhood leaders, and city staff in policy development at both the local and state level. Ms. Milligan prepared and presented City Council committee briefings and agenda items and worked closely with elected officials and city staff. Ms. Milligan has a Bachelor's Degree in English from Duke University, Master's Degree in Education from the University of Virginia, and a Juris Doctor from American University. She is a Certified Economic Development Professional and licensed attorney who joins practical experience with problem solving for communities. Ms. Milligan resides in Dallas, Texas.

Monifa Watson is a Field Director in the Technical Advisory Services Division (Central Team). Ms. Watson assists with the servicing of contracts to local municipalities and client organizations with a concentration on community engagement efforts. She also lends support to other community development planning and implementation processes and strategies. Ms. Watson previously worked in Small Business Lending, marketing NDC's loan products and servicing closed loans. Ms. Watson managed a portfolio of over 100 loans, developing professional relationships with borrowers and assisting them with post-closing compliance and capital needs. With over 20 years of non-profit management experience, Ms. Watson has managed a transitional housing facility, served as the Program Director for a national housing organization and conducted financial literacy and first-time homebuyer seminars. Ms. Watson resides in Tulsa, Oklahoma.

Raquel Favela is a recognized expert in economic development and housing with 25 years of experience. Ms. Favela joined NDC in 2007 and has been instrumental in the design, scaling and implementation of the flex-staff system which has allowed NDC to scale efficiently and deploy more than \$900 million in

Covid-response resources in NDC client communities around the country. As Senior Executive Vice President, she leads the Training and Technical Advisory Services Group in helping public sector clients understand their markets and develop customized strategic plans and policy solutions that build ecosystems critical to equitable job creation and diverse housing options. Ms. Favela's unique brand combines practical experience with her long-range planning and policy acumen to bring balanced problem solving to communities. A thought leader and authority, she has walked in the shoes of most of the major participants in real estate development: owner, investor, developer, consultant, governmental entity, lender, and landlord. Known for delivering results, while at the City of San Antonio, Ms. Favela is credited with producing San Antonio's first Strategic Community Development Plan in 2007. Ten years later while serving as the City of Dallas' Chief of Economic Development and Neighborhood Services, Ms. Favela was lauded for delivering the city's first Comprehensive Housing Policy that addressed longstanding fair housing issues and disparate impact. In her role with NDC, Ms. Favela has been the trusted advisor to clients across the country to include East Chicago, Indiana, Rockford, Illinois, Memphis, Tennessee, Los Angeles County, Commonwealth of Puerto Rico, the State of Illinois and in Texas, San Antonio, Irving, and Temple. Ms. Favela has guided clients on financing structures for challenging redevelopment projects, a role that garnered her extensive transactional experience with federal, state, and local tools available to maximize public benefits. Ms. Favela resides in San Antonio, Texas and is fluent in English and Spanish.

NDC's Fellowship Program gives graduate students an opportunity to gain valuable applied experience in the fields of affordable housing, community development and economic development. NDC recruits graduate students from the University of Texas' (at Austin) LBJ School of Public Affairs, University of California-Los Angeles' Luskin School of Public Affairs and the University of Washington's Evans School of Public Policy and Governance. Graduate Fellows provide a wide range of support to include research, data analytics, stakeholder outreach and community engagement.

Relevant Experience & References

Project/Reference No. 1

Client Name: City of San Antonio, Neighborhood and Housing Services Department
 Contact Name: Edward Gonzales, Assistant Director (Retired)
 Phone No.: (210) 862-6897
 E-mail: edward.gonzales@hocommunitas.org
 Project Type: 2022-2026 HUD Consolidated Plan and Annual Action Plan

Project Description & Scope of Work:

NDC provided technical assistance, facilitated stakeholder meetings, developed resident needs surveys, and provided necessary data and analysis for the development of the City of San Antonio's Consolidated Plan and Annual Action Plan.

Project/Reference No. 2

Client Name: City of Lewisville (TX)
 Contact Name: Ashleigh Feryan, Neighborhood Services Manager
 Phone No.: (972) 219-3736
 E-mail: aferyan@cityoflewisville.com
 Project Type: 2022-2026 Consolidated Plan, Annual Action Plan, and Assessment of Fair Housing

Project Description & Scope of Work:

NDC recently helped the City of Lewisville develop its 5-Year HUD Consolidated Plan, Annual Action Plan, and Assessment of Fair Housing. NDC met biweekly with City representatives as a means of maintaining open lines of communication and keeping the project on track. NDC facilitated four public town hall meetings, one public hearing, and completed consultations with numerous stakeholders representing social services providers, the school district, fair housing advocates, and appointed officials. NDC was responsible for entering the Consolidated Plan and Annual Action Plan into IDIS. Both the Consolidated Plan and the Assessment of Fair Housing received favorable feedback from the Lewisville City Council. *A copy of the Consolidated Plan and Assessment of Fair Housing is provided in Section B-7.*

Project/Reference No. 3

Client Name: Los Angeles County Development Authority
 Contact Name: Linda Jenkins, Community Development Director
 Phone No.: (626) 586-1765
 E-mail: Linda.Jenkins@lacda.org
 Project Type: 2023-2027 Consolidated Plan, Annual Action Plan, and Assessment of Fair Housing

Project Description & Scope of Work:

NDC is in the process of assisting Los Angeles County develop its 5-Year HUD Consolidated Plan, Annual Action Plan, and Assessment of Fair Housing. Los Angeles is the largest urban county in the nation, with over ten million residents and 49 participating cities. NDC is currently implementing the stakeholder consultation and citizen participation phase, which includes working with the County to design a website that provides useful data for the 49 participating cities. NDC will be responsible for entering the Consolidated Plan and Annual Action Plan into IDIS.

Project/Reference No. 4

Client Name: City of Henderson, NV – Community Development and Services
 Contact Name: Hayley Jarolimek, Neighborhood Services Manager
 Phone No.: (702) 267-1541
 E-mail: hayley.jarolimek@cityofhenderson.com
 Project Type: HOME-ARP Allocation Plan

Project Description & Scope of Work:

NDC is currently assisting the City of Henderson, NV with the development of their HOME-ARP Allocation Plan. NDC is: (1) developing marketing materials, surveys, public notices and presentations for public engagement and stakeholder consultation process; (2) identifying and gathering data, plans, and reports for the needs assessment and gap analysis; (3) conducting consultations with required stakeholders and conducting community input meetings; (4) managing the public comment process including initiating a public comment period of at least 15 days; (5) developing a draft HOME-ARP Plan in accordance with CPD Notice 21-10 for public review and holding one public hearing, and (6) will deliver a final draft of the HOME ARP Allocation Plan to the City.

Project/Reference No. 5

Client Name: City of Irving (TX)
 Contact Name: Steve Reed, Director
 Phone No.: (972) 721-3540

E-mail: sreed@cityofirving.org

Project Type: Housing Plan

Project Description & Scope of Work:

In 2021, NDC worked with the City of Irving to design a 20-year Housing Plan. The plan analyzes local housing conditions, including the age and diversity of the housing stock, and provides recommended strategies for producing and preserving housing along with helping families access suitable housing. The plan sets annual targets for new construction and preservation activity and analyzes the cost to achieve those goals. The plan was accepted by the City Council in July of 2021.

Actions Taken and Litigation

NDC has not had any actions take by any regulatory agencies or had any litigation involving NDC or its agents or employees with respect to work performed.

Section A-3. Approach to Scope of Work

In this section, NDC provides a summary of its work plan, which includes a description of the project along with details regarding the different phases of the project. This summary also includes NDC's suggested responsibility assignments.

NDC understands the project to include three (3) deliverables:

1. **Executive Summary** that is reader-friendly and that summarizes recommendations of the Consolidated Plan using graphs, tables, pictures and charts.
2. **5-Year Consolidated Plan** that identifies strategies and accompanying expenditures of funding that would guide the County & Cities in creating programs that provide decent housing, a suitable living environment, and expanded economic activities. The strategies will focus on expanding efforts to revitalize neighborhoods and provide housing opportunities through analysis of community housing market needs, housing stock, and socioeconomic trends while also identifying target housing and economic development areas.
3. **Analysis of Impediments to Fair Housing Choice** that identifies specific barriers that need to be addressed if future fair housing initiatives are to be successful.

Overview of Approach

NDC will follow HUD's recommended six phase process and focus on numbers 1, 2, 3 & 4 of the process: (1) determining needs, (2) setting priorities, (3) determining resources, (4) setting goals, (5) administering the programs, and (6) evaluating performance. NDC will work with staff to also address program monitoring.

Consolidated Plan/Analysis of Impediments – Stakeholder Consultation and Citizen Participation

Determining needs and setting priorities requires a robust citizen participation plan. NDC will ensure that the Consolidated Plan (ConPlan) and Analysis of Impediments (AI) is the result of an effective citizen participation process that follows the County & Cities' citizen participation plan. NDC encourages the use of online survey tools to help identify priorities for program areas and for fair housing choice. This proposed work plan includes development of an online, mobile-friendly survey to be distributed via email, social media platforms, community kiosks, libraries, and at other public venues. NDC also proposes to consult with members of housing and human services boards to assist with the development and deployment of the survey to maximize outreach to citizens, non-profit organizations, and other interested parties.

The Team's approach is to consolidate the citizen participation process required by the ConPlan with the consultation required for the Analysis of Impediment to Fair Housing Choice. Prior to engaging stakeholders, we will conduct a high-level analysis of local data and the existing regulatory environment. NDC has found that local stakeholders are more willing to support housing and other non-housing community development investments throughout a community when they understand how existing market forces, coupled with local regulations, impact the costs to develop housing and provide public services, the locations where such housing will be developed in the absence of public subsidies or intervention, the existing capacity of local non-profits to provide public services, and the current public investments in streets, parks, community facilities and other community assets.

The project team will pursue five approaches to engage key stakeholder groups and the broader community throughout the study.

1. NDC will design and deploy the citizen survey as described above.
2. NDC will facilitate Town Hall meetings as outlined in the County & Cities Citizen Participation Plans that cover topics designed to both educate and organize input from key stakeholder groups specifically involved in community development, public services, fair housing and neighborhood leadership.
3. NDC will conduct one-on-one consultations with local stakeholders.
4. After reviewing the survey results, conducting the town hall meetings and consulting with stakeholders, NDC will identify groups of residents who were underrepresented during the outreach – these groups may include persons with limited English proficiency. NDC will hold focus group meetings with such residents.
5. Following the community outreach, NDC will develop the Consolidated Plan and Analysis of Impediments and present it to the appropriate County & Cities staff, boards, and County Commissioners/City Councils for feedback.

Consolidated Plan - Housing and Homeless Needs Assessment

Housing Needs – NDC will provide an estimate of housing needs projected for the next five-year period. This includes: (1) an estimate of the number and type of families in need of housing assistance for extremely low-income, low-income, moderate-income, and middle-income families, for renters and owners, and (2) the specification of such needs for different categories of persons, including elderly persons; single persons; large families; public housing residents; families on the public housing and section 8 tenant-based waiting list; persons with HIV/AIDS and their families; victims of domestic violence, dating violence, sexual abuse and stalking; persons with disabilities; and formerly homeless families and individuals who are receiving rapid re-housing assistance and nearing the termination of that assistance. The description of housing needs will include a concise summary of specific housing problems, including cost-burden, severe cost-burden, substandard housing, and overcrowding (especially large families) experienced by extremely low-income, low-income, and moderate-income renters and owners compared to the jurisdiction as a whole. The terms "standard condition" and "substandard condition but suitable for rehabilitation" will be defined in the plan.

NDC will utilize the public datasets provided by HUD along with proprietary datasets, including Moody's Analytics, which provides current market rents, construction pipeline, vacancy rates and other data related to multifamily properties located in the County & Cities. NDC will also work with local Realtors to obtain local sales and rental data related to the single-family home market. NDC will also examine the extent to which any racial or ethnic group has a disproportionately greater housing need in any particular income category in comparison to the needs of that category as a whole.

NDC will complete all questions related to *Public Housing and Homeless Needs, Special Needs Populations and Non-Housing Community Development Needs*.

Consolidated Plan - Housing Market Analysis

General Characteristics (Number of Housing Units, Cost of Housing, Condition of Housing) – Based on information available to the County & Cities, NDC will describe the significant characteristics of the housing market in terms of supply, demand, condition, and the cost of housing; the housing stock available to serve persons with disabilities; and to serve persons with HIV/AIDS and their families. Data

on the housing market will include, to the extent information is available, an estimate of the number of vacant or abandoned buildings and whether units in these buildings are suitable for rehabilitation. The plan will identify and describe any area(s) where low-income families are concentrated and any area(s) of where racial or ethnic minority households are concentrated either in a narrative or one or more maps, stating how it defines the terms "area of low-income concentration" and "area of minority concentration." The plan will also provide an estimate of the number of housing units that contain lead-based paint hazards, as defined in section 1004 of the Residential Lead-Based Paint Hazard Reduction Act of 1992, and are occupied by extremely low-income, low-income, and moderate-income families.

NDC will also answer all questions related to *Public Housing, Assisted Housing, Homeless Facilities, Special Need Facilities and Services, Barriers to Affordable Housing, Non-Housing Community Development Assets, Needs and Market Analysis Discussion, Broadband Needs, and Hazard Mitigation.*

Strategic Plan

Priority Needs Analysis and Geographic Distribution -- As required, the plan will include the priorities for allocating investment geographically and among different activities and needs in accordance with the tables prescribed by HUD.

Determining Resources & Setting Goals

The plan will set goals and allocate resources for those areas identified by the citizens participation that fall in the following categories: HOUSING (including Public Housing), HOMELESS, SPECIAL NEEDS POPULATIONS, COMMUNITY DEVELOPMENT.

As a result of the process, the County & Cities will be able to determine how the ConPlan strategies fit into its broader strategic plans and vision. It will also help identify barriers to affordable housing in the county.

Fair Housing -- As part of the certification to affirmatively further fair housing, the County & Cities assumes the responsibility of fair housing planning. An additional deliverable will be for NDC to update the existing analysis of impediments (AI) to fair housing choice so that the County & Cities can take appropriate actions to overcome the effects of any impediments identified through that analysis. Although AIs are not submitted or approved by HUD, the County & Cities may choose to provide the AI to HUD for review and comment. The beginning of a new Consolidated Plan five-year planning cycle is an appropriate time to update the AI to reflect the current fair housing situation in the community. NDC plans to use the Assessment of Fair Housing template and tools that are provided by HUD and will supplement HUD's data with data from the U.S. Census along with local data.

Annual Action Plan

The Annual Action Plan Section will include a concise summary of the actions, activities, and programs that will take place during the next year to address the priority needs and specific objectives identified by the strategic plan.

Summary of Work Plan

NDC will conduct all data analysis and planning necessary to engage in a meaningful community participation process that ultimately leads to the development of the 5-year Consolidated Plan and an updated to the Analysis of Impediments. As detailed in the timeline below, NDC's work will occur in 5

phases: (NDC will be responsible for all work items unless specifically noted as a "Responsibility of County & Cities.")

1. **Kickoff Meeting** – NDC will facilitate an in-person meeting that allows NDC team members to meet with County & Cities staff to discuss existing data/plans, review deliverables and timelines, and discuss IDIS access for NDC staff.

Responsibility of County & Cities: Identify a key staff member who will serve as the client contact for NDC. Obtain IDIS access for key NDC personnel. Provide copies (or weblinks) to all plans, data, and other documents that the County & Cities desires for NDC to review and incorporate into any of the deliverables. Identify key stakeholders who should or could be consulted during the development of the survey and town halls.

2. **Assessment of Current Conditions and Existing Plan Review** – This portion of the work plan includes a review and summary of the key data and recommendations included in existing County & Cities planning documents and a review of existing data related to economic conditions and the rental and homeownership housing market. NDC will also review the current regulatory and funding environment and the market forces that affect housing production and non-housing community development.

3. **Community Survey, Town Halls, Stakeholder Consultations, Focus Groups & Draft Deliverables** – NDC will design and deploy the SurveyMonkey-based survey, facilitate the community participation process, and facilitate required public hearings (for ConPlan/AI). During this time, NDC will submit draft versions of the Community Needs Assessment, Consolidated Plan, and Analysis of Impediments.

Responsibility of County & Cities: Review and approve the survey. Market the survey through County & Cities communication channels. Work with NDC to identify one in-person town hall meeting locations, dates for both the in-person and virtual town hall meetings, as well as dates for the public hearings. Provide projection and amplification equipment at selected locations. Ensure that notification for all meeting, public comment periods and public hearings comply with the Citizen Participation Plan. Review NDC draft(s) of deliverables and provide feedback.

4. **Final Deliverables** – NDC will review feedback received from staff and the public and will incorporate the feedback into final versions of the Consolidated Plan, Annual Action Plan, and Analysis of Impediments.

Responsibility of County & Cities: Confirm ConPlan budget amounts, priority needs, and projects. Provide information on any public comments received by the County & Cities.

5. **Submission of Consolidated Plan and Annual Action Plan to HUD via IDIS** – NDC will input all required data, maps and narrative information related to the ConPlan into IDIS and submit it to HUD.

Once the Consolidated Plan and Annual Action Plan are submitted to HUD via IDIS eCon Planning Suite, NDC will also be available to provide support in responding to HUD through the formal acceptance of these plans.

Section A-4. Plan of Services/Timeline

Below is an anticipated timeline based on the County & Cities submission deadline April 30, 2023. It should be noted that this is an accelerated timeline that may make meaningful engagement a bit challenging. NDC recommends submitting the Con Plan and Annual Action Plan 60 days after the date allocations are announced by HUD as outlined in CPD-22-05, "Guidance on Submitting Consolidated Plans and Annual Action Plans for Fiscal Year (FY) 2022" issued on March 25, 2022. This year, allocations were announced on May 13, 2022 and grantees with July 1 and August 1 program year start dates were able to postpone submission of their Consolidated Plan/Action Plan until July 11, 2022.

Task	Dec. '22	Jan. '23	Feb. '23	Mar. '23	Apr. '23	May. '23	Jun. '23
Kick Off Meeting							
Assessment of Current Conditions and Existing Plan Review							
Community Survey, Town Halls, Stakeholder Consultations, and Focus Groups							
Draft Deliverables							
Final Deliverables							
Submission of Consolidated Plan to HUD via IDIS and Respond to any HUD Inquiries							
HUD Response & Acceptance							

Section A-5. County/City Resources

NDC has outlined additional items that the County & Cities will be responsible for by Task Deliverable in Section A-3, under "Summary of Work Plan". These sections are *italicized* and restated below:

1. *Identify a key staff member who will serve as the client contact for NDC.*
2. *Obtain IDIS access for key NDC personnel.*
3. *Provide copies (or weblinks) to all plans, data, and other documents that the County & Cities desires for NDC to review and incorporate into any of the deliverables.*
4. *Identify key stakeholders who should or could be consulted during the development of the survey and town halls.*
5. *Review and approve the survey.*
6. *Market the survey through County & Cities communication channels.*
7. *Work with NDC to identify town hall meeting locations, dates for both the in-person and virtual town hall meetings, as well as public hearing dates.*
8. *Provide projection and amplification equipment at selected locations.*
9. *Ensure that notification for all meeting, public comment periods and public hearings comply with the Citizen Participation Plan.*
10. *Review NDC draft(s) of deliverables and provide feedback.*
11. *Confirm ConPlan budget amounts, priority needs, and projects.*
12. *Provide information on any public comments received by the County & Cities.*

SECTION B
Attachments

APPENDIX A
Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature: Daniel Marsh III
Print Name: Daniel Marsh III
Title: President & CEO
Telephone Number: (800) 501-7489
Date: 11/15/2022

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

APPENDIX B

PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING

STATE OF TEXAS COUNTY OF HIDALGO

Affiant, Daniel Marsh III, being first duly sworn, deposes that:

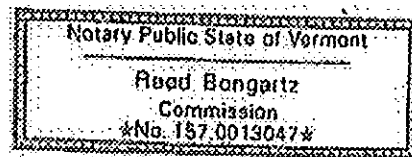
- (1) Affiant does hereby state neither the proposer nor any of the proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or another proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or another reward will be hereinafter paid.
- (2) Affiant further states they have neither recommended nor suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.
- (3) Affiant further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.
- (4) Affiant further states no officer, or stockholder of the proposer is a member of the staff, or related to any employee of Hidalgo County except as noted herein below:

Signature/Title: [Signature] President & CEO

Subscribed and sworn to before me this 15th day of Nov., 2022

Notary Public

My commission expires: JAN. 31, 2023



OPENED

11/16/22
2:06pm

Witnessed

[Signature]

INSURANCE REQUIREMENT ACKNOWLEDGEMENT

I, Daniel Marsh III, authorized representative for National Council for Community Development, Inc. dba National Development Council
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- ✓ will be acquired within 10 working days after notification from Purchasing Department of award of the project by the Hidalgo County Commissioners' Court;
- will acquire additional amount needed to meet the County's requirements within 10 working days after notification from Purchasing Department of award of the project by the Hidalgo County Commissioners' Court; currently carry the following:

Professional Liability (Errors & Omissions): \$ _____
Automobile Liability: \$ _____ General Liability: \$ _____

- have already been met, see attached copy of certificate of insurance.

DocuSigned by:
Daniel Marsh III
AR07FDCFD0F16428

Authorized Representative

11/15/2022

Date

NOTICE TO BIDDER:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department in order to qualify for award of the project and to execute a contract between your Company and the County.

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award of the project to be rescinded and then re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a quarterly basis to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST BE ACCOMPANY YOUR RESPONSE

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.003(1-a) with a local governmental entity and the vendor meets requirements under Section 176.003(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.003(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.003, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received:

1 Name of vendor who has a business relationship with local governmental entity.
National Council for Community Development, Inc.
dba National Development Council

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

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

None. Not Applicable.

Name of Officer

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

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

☐ Yes☐ No

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

☐ Yes☐ No

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

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

7
Signed by:
Daniel Marsh III
Signature of vendor doing business with the governmental entity

11/15/2022

Date

Contractors who apply or bid for an award of \$100,000 or more shall 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. § 1352. Each tier shall 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 recipient."

APPENDIX A, 44 C.F.R. PART 18 - CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

National Council for Community Development, Inc.

The undersigned Contractor, dba National Development Council certifies, to the best of his or her knowledge, 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 any 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- LLI, "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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

National Council for Community Development, Inc.

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

Daniel Marsh III

Signature of Contractor's Authorized Official

Daniel Marsh III, President & CEO

Name and Title of Contractor's Authorized Official

11/15/2022

Date"

Laura Salinas-Martinez
Operations Support Director
1808 S Good Latimer Expressway
Dallas, Tx 75226
Tel: (210) 314-9860
Email: lsalinas@ndconline.org

Professional Summary

Experienced affordable housing and community development professional with vast working knowledge of operations, federal funding requirements, policy development, programmatic implementation, contract negotiations, affordable rental and homeownership housing development, and organizational leadership.

2020-Present

National Development Council, Dallas, Texas

- Responsible for providing support to the Training and Technical Advisory Support Division by creating consistency and standardization in business operations.

2010-2020

City of San Antonio, San Antonio, Texas

Grants Administrator

- Full management responsibility of HUD entitlement funding with current balances over \$31 million to include the annual planning processes, policy development, budget development, project selection, programmatic implementation, financial and performance reporting, contract negotiation and execution, compliance monitoring, and coordination with HUD.
- Lead for the COVID-19 Emergency Housing Assistance Program Processing Team which included development of process mapping, personnel planning, policy development, training and development, programmatic implementation, performance reporting, invoicing, and compliance sampling and monitoring to ensure compliance with and timely expenditure of CARES Act funding.
- Responsible for the annual development and approval of the \$21 million CDBG and HOME budgets and \$3.3 million administrative budget.
- Responsible for the request for council action process to include agenda memo preparation, funding schedules, approval sequencing, presentations, council briefings, and providing support to the Director and presenting to council subcommittees and Housing Commission (when needed).
- Responsible for the Request for Applications/Qualifications process for affordable rental and homeownership housing development and professional services to include application development, project selection, development budget and pro forma review, funding award, contract negotiation, contract execution and contract compliance. Manage the development and implementation of performance goals, policies and priorities for the Grants Monitoring and Administration Division.
- Monitored and evaluated the efficiency and effectiveness of policies and procedures and identified opportunities for improvement and direct implementation.
- Managed strong working relationships with internal and external customers, responded to Executive Leadership regarding sensitive inquiries or high priority tasks, and facilitated connections and provided technical assistance to the Community Housing Development Organizations (CHDOs).

- Responsible for personnel planning, hiring, onboarding, training and development, project prioritization and Employee Performance Evaluations for a division of 16 employees.
- Provided staff support to the Mayor's Housing Policy Taskforce for the development of the Housing Policy Framework.
- Since September 2010, held the following positions within the Grants Monitoring and Administration Division: Grants Manager, Contract Manager, Senior Management Analyst and Management Analyst. Also served as the Interim Assistant Director of the Planning and Community Development Department in late 2016 and the newly-formed Neighborhood and Housing Services Department in 2018.

1999-2010

Affordable Housing & Community Development Entities, Yakima, Washington & San Antonio, Texas

Various Professional Roles

- Developed the \$16 million Annual Operating Budget to include revenue estimation, analysis of contractual obligations, budget formulation, budget amendments, budget adoption and execution.
- Maintained the five-year Capital Improvement Plan budget of \$58 million.
- Oversaw HUD-funded homeownership and home rehabilitation programs.
- Provided housing counseling for program participants and facilitated/taught Homebuyer Education, Financial Management, and Home Maintenance Workshops.

2015-2017 | 2008-2009

Rigel Realty | SYLIS Real Estate, San Antonio, Texas

Realtor:

- Assisted buyers and sellers of residential real estate in every step of the real estate transaction to include contract development, negotiation, execution and amendments.
- Conducted comparative market analyses in target neighborhoods to aid the seller in setting a list price or the buyer in setting the offer price.
- Provided clients with referrals to lenders, inspectors, insurance agents, title companies, and any other real estate professionals involved in the transaction.
- Member of the San Antonio Board of Realtors, Texas Association of Realtors and the National Association of Realtors.

Education

St. Mary's University, San Antonio, Texas
Master of Business Administration

Heritage College, Toppenish, Washington
Bachelor of Business Administration

Texas Real Estate Commission
Real Estate Sales License #582276 (Inactive)

Maureen Milligan

National Development Council

Tel: 469-463-9620 Email: mmilligan@ndcconfine.org

EXPERIENCE

Director

National Development Council, 2020-Present

Dallas, TX

Providing technical assistance to clients regarding all aspects of economic development and housing strategy, including conducting market analyses and helping clients design, implement, fund, and assess their programs. Providing training to clients regarding housing development and finance. Helping cities and counties administer nearly \$50M in funding for emergency rental and small business assistance.

Assistant Director

Dallas Department of Housing & Neighborhood Revitalization, 2018-2020

Dallas, TX

Managed a team of community development professionals who facilitated home repair, mortgage assistance, housing development and land bank programs that used funding sources including CDBG and HOME grants, general obligation bonds, and municipal general funds. Led the implementation of the City of Dallas's first comprehensive housing policy, including drafting ordinances, program statements, and procedures related to incentive zoning, housing tax credits, community land trusts, tangled titles, neighborhood empowerment zones and strategic land acquisition/disposition. Established and managed the Housing Policy Taskforce, which engaged industry professionals, neighborhood leaders, and city staff in policy development at both the local and state level. Helped draft competitive solicitations for the development and rehabilitation of mixed-income single- and multi-family housing developments. Successfully assisted the City in obtaining its first competitive HUD grant (Lead Hazard Control and Healthy Homes). Prepared and presented City Council committee briefings and agenda items and worked closely with elected officials and city staff.

Special Advisor to the Dallas Department of Housing & Neighborhood Revitalization, 2018

Executive Assistant City Attorney, Chief of Community Prosecution

Dallas City Attorney's Office, 2014-2018

Dallas, TX

Managed two distinct teams: (1) a neighborhood-based team of 16 attorneys who engaged in civil nuisance abatement litigation and criminal prosecution of city ordinance violations in state district court and municipal court and (2) a team of 12 social workers and community restitution coordinators who staffed the city's problem-solving municipal courts, including the South Dallas Drug Court and the South Oak Cliff Veteran's Treatment Court. Co-managed a multi-departmental team of 49 persons (16 attorneys, 12 code officers, 7 fire prevention officers, 7 police detectives, and 7 administrative support personnel) who were collectively responsible for engaging in creative problem-solving strategies aimed at stabilizing communities by improving public safety and reducing blight. Was responsible for a budget of approximately \$2.5 million including JAG, CDBG, and SAMHSA funds. Responded to requests for assistance from city council members, the mayor's office, city departments and neighborhood stakeholders. Assisted in drafting and leading the implementation of new city ordinances, including the Minimum Property Standards and Habitual Criminal Properties ordinances. Drafted a bill that amended the Texas Estates Code, prepared supporting documentation, and testified before the Texas House Judiciary & Civil Jurisprudence Committee.

Senior Assistant City Attorney, Deputy Chief of Community Prosecution, 2011-2014

Assistant City Attorney, Jubilee Park Community Prosecutor, 2007-2011

Law Clerk

Judge William F. Sanderson Jr., U.S. District Court, Northern District of Texas, 2005-2007

Dallas, TX

Drafted reports and recommendations, memorandum opinions, jury charges and research memos for review by the judge. Frequently conducted research on discovery matters, state and federal habeas corpus petitions, social security appeals and employment discrimination claims. Assisted judge during civil and criminal hearings.

Librarian

Baltimore City Public Schools, 2001-2002

Baltimore, MD

Designed and implemented library-media curriculum for four hundred students in grades Pre-K through 6th. Founded after-school literacy program. Facilitated donation of over 60 functioning computers to the school.

First Grade Teacher

District of Columbia Public Schools, 1999-2001

Washington, DC

Instructed six-year-olds in reading, math, social studies, and science. Served as school spelling bee chair. Formed partnership with Duke University Alumni club. Facilitated numerous volunteer activities.

EDUCATION

American University, Washington College of Law

Washington, DC

Juris Doctor, *cum laude*, 2005

The University of Virginia, Curry School of Education

Charlottesville, VA

Master of Education, 2002

Duke University, Trinity College of Arts and Sciences

Durham, NC

Bachelor of Arts, *Distinction In English*, 1999

CERTIFICATIONS

Economic Development Finance Professional, National Development Council, 2020

COMMUNITY INVOLVEMENT AND LEADERSHIP

Sustaining Member, Junior League of Dallas, 2006-Present

Active Member, Dallas Rotary Club, 2014-Present

Board Member, Lone Star Justice Alliance 2020-Present

Board Member, Teach for America Dallas-Fort Worth Alumni Board, 2017-2019

Participant, Junior League of Dallas T. Boone Pickens Leadership Institute, 2009-2010

Participant, Dallas Association of Young Lawyers Leadership Class, 2007-2008

TRAINING AND SPEAKING ENGAGEMENTS

Caruth Police Leadership Institute, 2016-2018

Trainer, Internal Procedural Justice

Trainer, Procedural Justice I & II

Reclaiming Vacant Properties Conference, Center for Community Progress, 2013 & 2016

Speaker, Market-Informed Decision-Making for Strategic Code Enforcement

Trainer, Teamwork Makes the Dream Work: Uniting Code Enforcement, Police, Prosecution and Courts to Improve Community Safety and Combat Blight

National Community Prosecution Conference, Association of Prosecuting Attorneys, 2013 & 2014

Speaker, Community Prosecution 101

Crime Prevention Through Environmental Design, National Crime Prevention Council, 2011 & 2016

Trainer, Strategies for Addressing Abandoned and Foreclosed Properties

Monifa K. Watson, MPA

Grow America Fund, Portfolio Manager

8064 Revere Drive

McDonough, GA 30252

Tel: (678) 583-1575

MWatson@nationaldevelopmentcouncil.org

Professional Summary

- *Community Economic development professional specializing in the area of small business financing*

2011 – Present

National Development Council/Grow America Fund, New York, NY

Regional Program Manager – Multi-Cultural Community Investment

- Promote and market NDC products and services to traditionally underserved communities and populations
- Develop relationships and partnerships with organizations, individuals, business owners and various stakeholders in metro Atlanta and other cities within the southern region.
- Conduct NDC Training classes as needed
- Maintain and update MCI partner database and pipeline report

Portfolio Manager

- Maintain accurate and complete servicing files
- Conduct site visits to each borrower at least once a year
- Perform written annual reviews of borrower performance
- Attends (and provides input to members of) the Loan Committee
- Monitor tickler system for renewals and payments of borrower insurance policies and property tax payments
- Monitor and implement collection procedures, late notices and default letters
- Notify and/or seek SBA approvals for all changes of collateral, borrower and loan attributes
- Create and implement, after approval, workout plans for borrowers experiencing short-term cash flow problems
- Create and implement, after approval, liquidation plans for borrowers for whom workout plans were not successful and delinquencies and default conditions continue
- Oversee and monitor litigation plans set up by attorneys and communicates it to appropriate SBA offices
- Approve disbursement of funds not disbursed at closing

2008

Housing Initiative of North Fulton (HomeStretch), Roswell, GA

Program Director

- Developed, evaluated and maintained Program Policy and Procedures for Emergency and Transitional Housing Facilities
- Created and implemented Life Skills curriculum for Youth and Adults
- Managed Volunteer Staff
- Responsible for Program Development: Fundraising, grant writing and reporting
- Ensured compliance with accreditation and donor guidelines
- Created and submitted various reports as the Board and Executive Director request
- Oversaw Program Department budget
- Managed the receipt and distributions of in-kind gifts for clients
- Supervised Program Staff to ensure service delivery to families
- Performed Program marketing and core messaging; updated program content on website; newsletter contributor
- Represented HomeStretch at United Way functions, community groups, and various speaking engagements
- Coordinated Events

2005

Consumer Credit Counseling Service, Atlanta, GA

Financial Literacy Program Director

- Managed the Consumer Credit Counseling Service satellite office at The Villages of Eastlake
- Organized and coordinated all administrative functions
- Conducted market research on the financial needs of constituents
- Performed individual counseling sessions for Eastlake residents
- Taught Adult and Youth Financial Literacy Class
- Promoted, marketed and conducted community wide financial literacy seminars and workshops
- Responsible for external and internal compliance reporting
- Responsible for logistics, effective communication for and timely follow-up of stakeholders meetings
- Collaborated with other non-profits for maximum program effectiveness and sharing of resources
- Managed program budget
- Recruited and supervised staff

Housing Education Team Leader/Certified Housing Counselor

- Created and facilitated Housing Education seminars and workshops for first time homebuyers
- Developed and Managed Company's Housing Education schedule
- Oversaw Housing Education staff – paid and volunteer
- Responsible for external and internal compliance reporting
- Marketed Housing Education to potential clients and funders
- Cultivated and nurtured relationships with partners and sponsors

Community Outreach/Certified Credit Counselor

- Created and facilitated Financial and Housing Education seminars and workshops for clients.
- Marketed education services to potential clients and funders
- Responsible for internal reporting

Education

Metropolitan College of New York
Master of Public Affairs

Baruch College - The City University of New York
National Urban Fellow

Spelman College
Bachelor of Science, Economics

Volunteer Experience

SheStems Girls Empowerment, Inc., Stockbridge, GA
Board of Directors

Locust Grove High School Band Boosters
President

Patricia Santa Cruz
Field Director
1808 S. Good Latimer Expressway
Dallas, TX 75226
Tel: (281) 772-0733
Email: psantacruz@ndconline.org

Experience

National Development Council, Central Team Field Director, San Antonio, TX (2021-Present)

- Provides technical assistance and training on federal, state, and local community development and housing programs to local governments.

Grants Manager/ Interim Grants Administrator, City of San Antonio, Neighborhood and Housing Services Department, San Antonio, TX (2012-2014; 2015-2021)

- Developed and deployed an annual federal budget of \$21 million for U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) funds.
- Successfully completed the City's FY 2022-2026 Five-Year Consolidated Plan to secure funding of approximately \$111 million in CDBG, HOME, Health Emergency Solutions Grants (ESG) and Housing Opportunities for People with AIDS (HOPWA) funds.
- Successfully managed \$17 million in CDBG Coronavirus Aid, Relief, and Economic Security (CARES) Act funding to ensure timely expenditure of 95% of funding by October 2021.
- Assisted with the implementation, policy development and monitoring of the City's \$140 million COVID-19 Emergency Housing Assistance Program funded with CARES Act and other federal and local funds.
- Managed all operational aspects of CDBG and HOME programs to include administrative and project budget development and oversight, project management, policy development, program monitoring, fiscal monitoring of grant funds and program income, and reporting and contract compliance.
- Managed the environmental review process to ensure compliance with the National Environmental Policy Act for all HUD funded projects located within the City of San Antonio's jurisdiction subject to HUD Part 58 and Part 50 regulations.
- Managed the citizen participation process to include development of public notices and coordination of public hearings and public meetings to ensure compliance with HUD consolidated plan requirements.
- Deployed all Notice of Fund Allocations and Grant Award Notices for all federally funded grant activities to City departments and external affordable housing non-profits.
- Developed and obtained HUD approval for the Annual Action Plan and Substantial Amendments, Consolidated Annual Performance and Evaluation Report, NSP plans/reports, and Section 3 reports.
- Monitored all activity and program expenditures to ensure the city met its HOME and CDBG programmatic requirements and timeliness, commitment, expenditure, and draw down deadlines.
- Provided grant management and oversight of the City's HUD funded programs including but not limited to the Owner-Occupied Rehab Program, Minor Repair Program and Façade Improvement Program to ensure programs' policies and procedures met applicable federal administrative and programmatic requirements and expenditure deadlines.
- Initiated project/activity set-up and funding of all CDBG and HOME activities in HUD's Integrated Disbursement and Information System (IDIS) ensuring compliance with HUD requirements.
- Provided technical assistance, training, and fund management to internal city departments and subrecipients implementing CDBG and HOME projects.
- Primary point of contact for HUD grant programs and for external audits (single audit and HUD).
- Responsible for eligibility determination of new CDBG, HOME & NSP activities.
- Prepared agenda memos and presentations and coordinated agenda items for council consideration.
- Assisted in the development of RFQs and RFPs for CDBG, HOME, and NSP activities and evaluated applications to select and award eligible housing projects.
- Led the development of the department's 2-Year Equity Action Plan.

- Provided support and technical assistance for other department housing initiatives including the Strategic Housing Implementation Plan and Risk Mitigation (Anti-Displacement) Program.
- Previous roles at the City of San Antonio's Neighborhood and Housing Services Department include management analyst, senior management analyst, and compliance senior analyst.

Project Analyst, Bexar County, Department of Community Resources, San Antonio, TX (1994-1997; 2009-2012; 2014-2015)

- Monitored project construction and payment records for programs to ensure compliance with federal regulations.
- Prepared application analysis information for CDBG and HOME eligible projects.
- Coordinated and monitored contracts and project budgets including CDBG infrastructure, public facilities and public services projects and HOME affordable housing projects (Housing Rehab Program, Tenant Based Rental Assistance Program, and Multifamily Development).
- Initiated project/activity set-up and funding of all CDBG and HOME activities in HUD's Integrated Disbursement and Information System (IDIS) ensuring compliance with HUD requirements.
- Monitored all activity and program expenditures to ensure the County met its HOME and CDBG programmatic requirements and timeliness, commitment, expenditure, and draw down deadlines.
- Maintained detailed financial records to identify funds available for reprogramming.
- Facilitated public hearings and public meetings.
- Prepared Requests for Proposals and Invitation for Bids documents for project implementation and contracts for CDBG, HOME and EECBG program projects.
- Developed performance reports for Department of Energy (DOE) Energy Efficient and Conservation Block Grant (EECBG) projects funded by the American Recovery and Reinvestment Act (ARRA).
- Managed, facilitated, and coordinated the EECBG program as the lead analyst responsible for maintaining project documents, budget, program compliance/reporting, and data collection.
- Evaluated developer applications for HOME and housing programs including evaluation of developer applications submitted for County support of tax credit housing projects.
- Previous roles at the Bexar County include caseworker and caseworker supervisor.

Senior Director of Housing and Energy Management, Sheltering Arms Senior Services, Houston, TX (1997-2004)

- Administered the federally funded Weatherization Assistance Program and Comprehensive Energy Assistance Programs (U.S. Low Income Home Energy Assistance Program) with an annual budget of \$7 million provided by the Texas Department of Housing and Community Affairs.
- Managed the Centerpoint Energy Energy-Efficiency Program and City of Houston's CDBG Emergency Home Repair Program.
- Established priorities and processes for providing service delivery and complying with state and federal guidelines.
- Developed service delivery plans, budgets, reports, and policies for department programs.
- Served as the agency liaison for state funding source, utility vendors, and other social service agencies.
- Previous roles include case worker supervisor and manager.

Education

Texas Tech University, Lubbock, TX
Bachelor of Science, Human Sciences

Professional Development

City of San Antonio Management Development Institute, 2019
National Community Development Association (NCDA) Member, 2013-2021
NCDA 2021 Winter Virtual Conference, Presenter
NCDA 2019 Annual Conference, Presenter

Raquel Favela
Sr. Executive Vice President
Tel: (210) 215-0707
rfavela@ndconline.org

Professional Summary

Ms. Favela is a recognized expert in economic development and housing with 25 years of experience. As Senior Executive Vice President at the nation's oldest non-profit technical advisory services firm, National Development Council (NDC), she leads the Training & Technical Advisory Services Team in helping clients understand their markets and develop customized strategic plans and policy solutions that build eco-systems critical to the creation of equitable job, small business and diverse housing options. A thought leader and authority, she has walked in the shoes of most of the major participants in real estate development: owner, investor, developer, consultant, governmental entity, lender and landlord. Known for delivering results, while at the City of San Antonio, Raquel is credited with producing San Antonio's first Strategic Community Development Plan in 2007. In 2018, while serving as the City of Dallas' Chief of Economic Development and Neighborhood Services, Raquel was lauded for delivering the city's first Comprehensive Housing Policy and Strategic Plan that addressed longstanding fair housing and disparate impact issues. Her unique brand of expertise in financing & real estate development join her long-range planning acumen to bring balanced problem solving to communities.

2018-Present

National Development Council, New York, NY

Sr. Executive Vice President, Training & Technical Advisory Services

- Leads team of housing and economic development technical advisors serving clients throughout the United States
- Assists clients in helping understand markets with granularity that allows them to more precisely use and leverage local, state and all federal housing and economic development financing tools
- Certified Housing and Economic Development Finance Professional
- Instructor in NDC's Housing and Economic Development Finance Professional Certification Series

2017-2018

City of Dallas, Dallas, TX

Chief of Economic Development & Neighborhood Services

- Oversee the departments of Planning & Urban Design, Housing & Neighborhood Revitalization, Offices of Economic Development, Code Compliance, and Office of Fair Housing and Human Rights (Direct reports, with over 660 FTEs; combined portfolio budget of over \$850 million)
- Resolved thirty-two longstanding internal and federal audit findings
- Resolve legal issues ruled on by the Supreme Court of the United States to bring the City into compliance with affirmatively furthering fair housing laws and the Americans with Disabilities Act.
- Managed the assessment and transition of twelve top tier executives and recruited qualified replacements
- Led housing policy town halls that resulted in the development of the City's first comprehensive housing policy and rolling strategic plan to address the housing shortage crisis
- Provide a transparent and consistent set of underwriting guidelines and uniform incentive application
- Secured corporate sponsorship to provide professional certification training for nearly 100 employees and local non-profit partners in financial underwriting valued at \$380,000
- Procured the consultant team to complete the City's first Strategic Economic Development Plan in twenty years

2007-2017

National Development Council, New York, NY

Midwest Field Director

- Provided technical assistance, training and financing to governments for real estate development projects utilizing Neighborhood Stabilization Program, New Market Tax Credits, Low Income Housing Tax Credits, Tax Increment Financing, HUD 108 Loans and other public financing mechanisms
- Served as course instructor of Housing Development Finance and Economic Development Finance Professional Certification Programs
- Served as advisor to city, county, state, federal, housing authorities and quasi-governmental entity officials on organizational, operational, programmatic and community relations related to housing, economic and community development
- Sample client list: City of San Antonio, Texas; City of New Braunfels, Texas; City of Rockford, Illinois; Los Angeles County Community Development Commission; State of Illinois Department of Commerce and Economic Opportunity; City of East Chicago, Indiana; San Antonio Housing Authority; Laredo Housing Authority; City of El Paso, Texas; City of Normal, Illinois; City of Shreveport, Louisiana; City of New Orleans, Louisiana; City of Westminster, Colorado; Madison County, Illinois; City of San Angelo, Texas; Gainesville Community Redevelopment Authority, Florida; Prichard Housing Authority, Alabama;

2007-2007

Planning & Community Development Director, San Antonio, TX

City of San Antonio Assistant Director

- Designed and implemented the City's first three-year strategic plan for community development and implementation of reinvestment plans designed to encourage sustainable development in transitional areas of the city.
- Oversaw for the absorption of a fifty-year-old Urban Renewal and Redevelopment Agency, including assessment, financial reconciliation and transfer of all assets and liabilities.
- Implemented and managed reorganization of support staff teams geared toward results.

1998-2002

Neighborhood Action Department, San Antonio, TX

Special Projects Coordinator

- Responsible for management of projects designed to serve the needs of specific communities, enhance the appearance of neighborhoods, and improve neighborhood-based services.
- Coordinated neighborhood service delivery.
- Developed project timetables from initial stage through implementation.
- Conducted neighborhood meetings, which promoted departmental activities and developed project needs for implementation.
- Analyzed issues related to scheduling, legalities, funding limitations, creating distinct service areas, etc. and provided findings and recommendations.
- Worked extensively with City departments to develop and implement projects including serving on various committees, giving direction to other staff members and providing feedback to the Director.
- Coordinated activities with City departments, private sector entities, community leaders, representatives and other affected stakeholders.
- Maintained oversight and accountability through neighborhood follow-up meetings to answer questions and log work not completed, including providing handbooks of city services and community service logs to civic leaders for ongoing use.

1996-1998

Southwest Voter Registration Education Project, San Antonio, TX

Regional Field Coordinator

- Organized and managed 300 voter registration and Get Out The Vote (GOTV) projects throughout Texas, Colorado, California and New Mexico.
- Hired staff and established operating budgets for each project.
- Monitored performance and managed all finances for all projects.
- Organized and led meetings with elected officials, community leaders, and candidates from each region to develop a strategy for the upcoming election cycle.
- Prepared performance and budget reports for each project.

1996-1997

Catholic Charities of San Antonio, Inc., San Antonio, TX

Program Coordinator

- Structured a naturalization program with services that consisted of application processing, civics classes, civics testing, accredited representation and provided specialized services to elderly and disabled clients.
- Recruited and trained volunteers, solicited additional funding, held informational and pre-screening sessions for potential clients and increased the visibility of the agency.
- Developed a successful internship program with local universities.
- Achieved an effective outreach program by convincing a local radio personality to allow me to host a one-hour call-in show twice a week.
- Maintained ongoing familiarity with federal regulations/laws related to immigration, welfare and naturalization.

1994-1994

Neighborhood Housing Services of San Antonio, Inc., San Antonio, TX

Assistant Community Development Planner

- Assisted in land assembly and acquisition for affordable housing developments, teaching homebuyer education classes, creation of by-laws for newly formed neighborhood associations, wrote grant proposals and created reports for underwriters.

HONORS & DISTINCTIONS

- NDC Trainer of the Year, 2016
- Robert L. Woodson, Jr. Award Affordable Showcase of Homes, 2005
- Innovations in American Government, Harvard School of Government, Neighborhood Sweeps, 1999
- NAHRO, Innovations Award, Tax Increment Financing Program, 2006

INSURANCE REQUIREMENT ACKNOWLEDGEMENT

I, Daniel Marsh III, authorized representative for National Council for Community Development, Inc. dba National Development Council
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- ✓ will be acquired within 10 working days after notification from Purchasing Department of award of the project by the Hidalgo County Commissioners' Court;
- will acquire additional amount needed to meet the County's requirements within 10 working days after notification from Purchasing Department of award of the project by the Hidalgo County Commissioners' Court; currently carry the following:

Professional Liability (Errors & Omissions): \$ _____
Automobile Liability: \$ _____ General Liability: \$ _____

- have already been met; see attached copy of certificate of insurance.

DocuSigned by:
Daniel Marsh III
89D7FDC6F0F18356
Authorized Representative

11/15/2022

Date

NOTICE TO BIDDER:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department in order to qualify for award of the project and to execute a contract between your Company and the County.

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award of the project to be rescinded and then re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a quarterly basis to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST BE ACCOMPANY YOUR RESPONSE