

## Request for Proposal (RFP) for Grant Management Services

Re: Proposed Contract Funding for Water Supply and Infrastructure (WSI) Grant Management

Dear Service Providers:

Attached is a copy of the Hardin County's Request for Proposals for pre-award and post-award management services for a grant contract, if awarded, from the Texas Water Development Board (TWDB). Hardin County is considering applying for funding of eligible activities under the Water Supply and Infrastructure (WSI) Grant.

Multiple contracts may be awarded as a result of this solicitation. Respondents may propose on any or all of the activities outlined in this RFP.

The submission requirements for this proposal are included on the attached Request for Proposal (RFP) form. Please submit a proposal of services and statement of qualifications to:

Misty Sims  
Hardin County Purchasing Agent  
300 West Monroe Street  
Kountze, Texas 77625

The deadline for submission of proposals is 2:00 p.m., May 21, 2026. Please provide an original and three (3) hard copies of your proposal to the address listed above. It is recommended that you hand-deliver, or send your proposal via UPS or FedEx to ensure it arrives on time. Hardin county reserves the right to negotiate with any and all persons or firms submitting proposals.

This contract is subject to the TWDB and the Environmental Protection Agency's (EPA) Disadvantaged Business Enterprise (DBE) Program, which includes and offers procurement opportunities to all businesses during solicitations. EPA rules require that applicants and prime contractors/consultants make a good faith effort to award a fair share of contracts, subcontracts, and procurements in a nondiscriminatory manner through demonstration of the six affirmative steps for Construction, Supplies, Equipment, and Services.

This contract is dependent upon release of funds from the TWDB. Any contract or contracts awarded under this RFP are expected to be funded by a grant from the TWDB. Neither the State of Texas nor any of its departments, agencies, or employees are or will be a party to this RFP or any resulting contract.

The County reserves the right to negotiate with any and all proposers, as per the Texas Professional Services Procurement Act and the Uniform Grant and Contract Management Standards. Minority Business Enterprises, Small Business Enterprises, Women Business Enterprises, and labor surplus area firms are encouraged to submit proposals.

Hardin County is an affirmative action/equal opportunity employer. All qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, handicap or national origin. Disadvantaged Business Enterprises are encouraged to submit proposals.

## RFP for Grant Management Services

Hardin County is seeking proposals from competent service provider(s) to assist the County with pre-award and post-award management in support of eligible activities to implement infrastructure projects if funded under the Water Supply and Infrastructure (WSI) Grant from the Texas Water Development Board (TWDB).

The following outlines the request for proposals. Note, any work done prior to the award of a Management Services Agreement is considered "at risk" and the County is under no obligation to fund or pay for such work.

- I. Scope of Work –The service provider(s) is to provide application and contract-related management services including but not limited to the following areas:

Pre-Award - (services associated with developing and requesting funding assistance), including but not limited to:

- Application Development assistance including Scope of Work (SOW), budget, and schedule
- Coordinate Responses to funding agency requests for information (RFI)
- Provide assistance regarding feasibility and effectiveness
- Gather preliminary Environmental and Historic Preservation Review (EHP) data
- Workshops and meetings related to the development and submission of the application
- Public outreach, if applicable (e.g. advertising, public meetings)
- Such other work as may reasonably be associated with pre-award support of WSI Grant projects

Management Activities - (services associated with administering funding assistance), including but not limited to:

- Record keeping and financial management
- Geocoding projects identified for further review by funding agency
- Delivery of technical assistance (e.g., plan reviews, EHP data gathering, appraisal coordination, outreach, training) to support the implementation of project activities
- Assist City/County/District with required self-certification environmental assessment as required by the WSI Grant.
- Coordinate environmental clearance procedures with other federal or state agencies and interested parties responsible for implementing applicable laws.
- Managing awards (e.g., quarterly reporting, reimbursement requests, closeout)
- Technical monitoring (e.g., site visits, technical meetings)
- Project Monitoring: monitor and evaluate the progress of the project activity in accordance with the approved SOW and budget, administrative requirements of 2 CFR Part 200, applicable State requirements
- Such other work as may reasonably be associated with Management Activities in support of projects
- Prepare required acquisition report(s) and submit to TWDB as applicable.
- Project closeout in accordance with 2 CFR Sections 200.343 and 200.344. The project file should document that:
  - The approved SOW was fully implemented
  - All obligated funds were liquidated and in a manner consistent with the approved SOW
  - All EHP compliance grant conditions were implemented and documented as required
  - The project was implemented in a manner consistent with the award agreement
  - All required quarterly financial and performance reports submitted as required
  - The award was closed out in accordance with the provisions outlined in Part VI, E and F (award closeout)

- II. Statement of Qualifications - The County is seeking to contract with well-qualified service provider(s) experienced in grants/contracts application and management. Please provide the following information:

- A brief history of the proposing entity, including general background, knowledge of and experience working with relevant agencies
- Related experience in applying for and managing federally-funded construction projects.

- A description of work performance and experience with municipal construction programs including a list of at least three references from past local government, private non-profit, or Tribal client
- A description of the service provider's capacity to perform the requested scope of work as well as resumes of all employees who will or may be assigned to provide services if your firm is awarded a contract through this solicitation.
- A statement substantiating the service provider's resources and the ability to carry out the scope of work requested in a timely manner.

III. Proposed Cost of Services – Please provide your cost proposal to accomplish the scope of work by category outlined above and for any additional activities required. The proposed budget must include all costs that are necessary to successfully complete this project. Please note that the County will not use lowest/best bid as the sole basis for entering into this contract.

The County will consider 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.

IV. Evaluation Criteria - The proposal received will be evaluated and ranked according to the following criteria and using the rating sheet enclosed as Exhibit A:

<u>Criteria</u>	<u>Maximum Points</u>
Experience	40
Work Performance	30
Capacity to Perform	10
Proposed Cost	20
<b>Total</b>	<b>100</b>

V. Submission Requirements

- **Proposals must include services for all applicable programs.**
- **System for Award Management.** Consultant/Firm is not debarred or suspended from either the Excluded Parties List System (EPLS) in the System for Award Management (SAM) or the State of Texas Comptroller Debarred Vendor List. Include verification that your company as well as the company's principal is not listed (is not debarred) through the System for Award Management ([www.SAM.gov](http://www.SAM.gov)). Enclose a print out of the search results that includes the record date.
- **Certificate of Insurance.** A copy of your current **certificate of insurance** for professional liability
- **A statement of conflicts** (if any) the proposing entity or key employees may have regarding these services **Form CIQ**, enclosed in Exhibit B. Texas Local Government Code chapter 176 requires that any vendor or person who enters or seeks to enter into a contract with a local government entity disclose in the Questionnaire Form CIQ the vendor or person's employment, affiliation, business relationship, family relationship or provision of gifts that might cause a conflict of interest with a local government entity. Questionnaire form CIQ is included in the RFP and must be submitted with the response.
- **Certification Regarding Lobbying**, enclosed in Exhibit B. Certification for Contracts, Grants, Loans, and Cooperative Agreements is included in the RFP and must be submitted with the response.
- **Form 1295**, enclosed in Exhibit B. Effective January 1, 2016, all contracts and contract amendments, extensions, or renewals executed by the Commissioners Court will require the completion of Form 1295 "Certificate of Interested Parties" pursuant to Government Code § 2252.908. Form 1295 must be completed by awarded vendor at time of signed contract submission. Form 1295 is included in this RFP for your information.
- **Required Contract Provisions.** Applicable provisions enclosed in Exhibit C must be included in all contracts executed as a result of this RFP.

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

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

VII. Deadline for Submission – Proposals must be received no later than 2:00 p.m., May 21, 2026 in the Hardin County Purchasing Department. No late submittals will be accepted.

Please submit one original and three (3) hard copies of your proposal of services and a statement of qualifications to: Misty Sims, Hardin County Purchasing Agent, 300 West Monroe Street, Kountze, Texas 77625.

## Exhibit A: Management Rating Sheet

Sub-grantee \_\_\_\_\_

Date of Rating \_\_\_\_\_

Name of Respondent \_\_\_\_\_

Evaluator's Name \_\_\_\_\_

**Experience** -- Rate the respondent for experience in the following areas:

	<u>Max.Pts.</u>	<u>Score</u>
Comments:		
<b>Subtotal, Experience</b>	40	

**Work Performance**

	<u>Max.Pts.</u>	<u>Score</u>
Comments:		
<b>Subtotal, Performance</b>	30	

**NOTE:** Information necessary to assess the respondent on these criteria should be gathered by contacting past/current clients.

**Capacity to Perform**

	<u>Max.Pts.</u>	<u>Score</u>
Comments:		
<b>Subtotal, Capacity to Perform</b>	10	

**Proposed Cost**

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
A = Lowest Proposal      \$ _____		
B = Bidder's Proposal    \$ _____		
A ÷ B X 20 equals Respondent's Score		
<b>Subtotal, Proposed Cost</b>	20	

**TOTAL SCORE**

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
<input type="checkbox"/> Experience	40	
<input type="checkbox"/> Work Performance	30	
<input type="checkbox"/> Capacity to Perform	10	
<input type="checkbox"/> Proposed Cost	20	
<b>Total Score</b>	100	

## Exhibit B: Required RFP Forms

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

## CIVIL RIGHTS COMPLIANCE

### 1. Nondiscrimination

The Project Delivery Firm, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Project Delivery Firm shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 and Part 710.405(b) of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

### 2. Solicitations for Subcontracts Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiation made by the Project Delivery Firm for work to be performed under a subcontract including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Project Delivery Firm of its obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.

\_\_\_\_\_  
Signature – Company Official

\_\_\_\_\_  
Printed/Typed Firm Name

\_\_\_\_\_  
Printed/Typed Name/Title

\_\_\_\_\_  
Date

**CHILD SUPPORT STATEMENT FOR  
NEGOTIATED CONTRACTS AND GRANTS**

Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is eligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

List below the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25% of the business entity submitting the bid or application.

NAME	SOCIAL SECURITY NUMBER

Section 231.006, Family Code, specifies that a child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25% is not eligible to receive payments from state funds under a contract to provide property, materials, or services; or receive a state-funded grant or loan.

A child support obligor or business entity ineligible to receive payments described above remains ineligible until all arrearage have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency.

Except as provided by Section 231.302(d), Family Code, a social security number is confidential and may be disclosed only for the purposes of responding to a request for information from an agency operating under the provision of Parts A and D of Title IV of the federal Social Security Act (42 USC Section 601417 and 651-669).

\_\_\_\_\_  
Signature – Company Official

\_\_\_\_\_  
Printed/Typed Firm Name

\_\_\_\_\_  
Printed/Typed Name/Title

\_\_\_\_\_  
Date

# Insert Certificate of Insurance

# CONFLICT OF INTEREST QUESTIONNAIRE

# FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

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

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

OFFICE USE ONLY
Date Received

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

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

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

\_\_\_\_\_  
Name of Officer

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

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

Yes       No

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

Yes       No

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

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

7

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date

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

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

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

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

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

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

...

(2) the vendor:

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

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

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

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

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

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

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

## Certification Regarding Lobbying

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Date

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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



**CERTIFICATE OF INTERESTED PARTIES**

**FORM 1295**

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is no Interested Party.

**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_

My address \_\_\_\_\_ (street) \_\_\_\_\_ (city) \_\_\_\_\_ (state) \_\_\_\_\_ (zip code) \_\_\_\_\_ (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (month) (year)

\_\_\_\_\_  
 Signature of authorized agent of contracting business entity (Declarant)

**ADD ADDITIONAL PAGES AS NECESSARY**

(To be completed by awarded vendor)

## Exhibit C

### REQUIRED CONTRACT PROVISIONS

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

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

2. Termination for Convenience of the City/County/District. City/County/District may at any time and for any reason terminate Contractor's services and work at City's//County's/District's convenience upon providing written notice to the Contractor specifying the extent of termination and the effective date. Upon receipt of such notice, the Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities, and supplies in connection with the performance of this Agreement.
3. Changes. The City/County/District may, from time to time, request changes in the services the Contractor will perform under this Agreement. Such changes, including any increase or decrease in the amount of the Contractor's compensation, must be agreed to by all parties and finalized through a signed, written amendment to this Agreement.
4. Personnel.
  - a. The Contractor represents that he/she/it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City/County/District.
  - b. All of the services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
  - c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City/County/District. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.
5. Assignability. The Contractor shall not assign any interest on this Agreement and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City/County/District thereto; Provided, however, that claims for money by the Contractor from the City/County/District under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City/County/District.
6. Reports and Information. The Contractor, at such times and in such forms as the City/County/District may require, shall furnish the City/County/District such periodic reports as it may request pertaining to the work

or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

7. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Contractor under this contract are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the City/County/District.
8. Copyright. No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor.
9. Compliance with Local Laws. The Contractor shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Contractor shall save the City/County/District harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.
10. Conflicts of interest.
  - a. Governing Body. No member of the governing body of the City/County/District and no other officer, employee, or agent of the City/County/District, who exercises any functions or responsibilities in connection with administration, construction, engineering, or implementation of the award between TWDB and the City/County/District, shall have any personal financial interest, direct or indirect, in the Contractor or this Agreement; and the Contractor shall take appropriate steps to assure compliance.
  - b. Other Local Public Officials. No other public official, who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the award between TWDB and the City/County/District, shall have any personal financial interest, direct or indirect, in the Contractor or this Agreement; and the Contractor shall take appropriate steps to assure compliance.
  - c. The Contractor and Employees. The Contractor warrants and represents that it has no conflict of interest associated with the award between TWDB and the City/County/District or this Agreement. The Contractor further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the award between TWDB and the City/County/District or in any business, entity, organization or person that may benefit from the award. The Contractor further agrees that it will not employ an individual with a conflict of interest as described herein.
11. Verification No Boycott Israel. As required by Chapter 2271, Government Code, the Contractor hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
12. Foreign Terrorist Organizations. Pursuant to Chapter 2252, Texas Government Code, the Contractor represents and certifies that, at the time of execution of this Agreement neither the Contractor, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.
13. Ineligibility to Receive State Grants or Loans or Bid on State Contracts. In accordance with Section 231.006

of the Texas Family Code, a child support obligator who is 30 or more days delinquent in paying child support is not eligible to:

- a. Enter into a contract to provide property, materials or services under a contract with the state; or
- b. Receive a state-funded grant or loan.

Under Section 231.006(d) of the Texas Family Code, regarding Child Support, the vendor or contractor certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified contract and associated payments and acknowledges that the contract may be terminated, and payment withheld if this certification is inaccurate.



## **Solicitation for Bid/Request for Proposal**

Hardin County, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidden that it will affirmatively insure that in any contact entered into pursuant to this advertisement, minority business enterprises will be afforded full 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.

## ATTACHMENT B, APPENDIX A

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 (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, the 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, or national origin 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 the 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 competitive 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 the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
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 Highway Administration 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 the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - a. withholding 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 act with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration 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.

## ATTACHMENT B, APPENDIX E

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 nondiscrimination statutes and authorities; including but not limited to:

### **Pertinent Nondiscrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252). (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973. (23 U.S.C. § 324 et seq.). (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 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 U.S.C. § 6101 et seq.). (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 4 71, Section 4 7123), 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, subrecipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, 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 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 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 discrimination 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 U.S.C. 1681 et seq).