

COVER SHEET

Request for Proposal (RFP)  
Development of Coryell County  
Land Use Plan

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SEP 29 2023

September 29, 2023

Re: Development of Land Use Plan & Grant Administration Services

*Jennifer T. Dutton*  
COUNTY CLERK, CORYELL CO., TEXAS

Project Overview:

Coryell County is requesting proposals for the production of a Land Use Plan (LUP), and Grant Administration Services in conjunction with an award under the Resilient Communities Program. The County has received approval for funds from the General Land Office to produce a LUP as indicated in the attached Scope of Work.

The Resilient Communities Program funds the development, adoption, and implementation of modern and resilient building codes and flood damage prevention ordinances to ensure that structures built within the community can withstand future hazards. The purpose of this RFP is to seek reputable firms for the development, adoption, and implementation of forward looking land use plans that integrate the County's hazard mitigation plan.

Coryell County LUP shall be developed in accordance with guidelines contained in the Texas General Land Office Guide:

<https://recovery.texas.gov/documents/mitigation/programs/resilient-communities/rcp-application-guide.pdf>

Service providers should submit proposals for the completion of all the activities listed in the attached Scope of Work. The County will, in its sole discretion, determine the contract awarded, and may decide not to award any contract.

The submission requirements for this proposal are included in the attached RFP.

The deadline for submission of proposals is **October 18, 2023 at 10:00 a.m.** It is the responsibility of the submitting entity to ensure that the proposal is received in a timely manner. Proposals received after the deadline will not be considered for award, regardless of whether or not the delay was outside the control of the submitting provider. Coryell County reserves the right to negotiate with any and all service providers submitting timely proposals.

Coryell County is an Affirmative Action/Equal Opportunity Employer. Section 3 Residents, Minority Business Enterprises, Small Business Enterprises, Women Business Enterprises, and Labor Surplus Area firms are encouraged to submit proposals.

SEP 29 2023

**RFP for Coryell County Land Use Plan**

*Janita Newton*  
COUNTY CLERK, CORYELL CO., TEXAS

ISSUE DATE: September 29, 2023

RESPONSE DUE: October 18, 2023, 10:00 a.m.

Coryell County is seeking a well-qualified provider to develop a Land Use Plan for Coryell County, in conjunction with interested stakeholders.

The following outlines the RFP:

- I. Background
- II. Scope of Work
- III. Target Deliverable Schedule
- IV. Existing Roadblocks or Technical Issues
- V. Budget Constraints
- VI. Evaluation Metrics
- VII. Information Bidders Must Provide to Be Considered
- VIII. Submission Requirements
- IX. Additional Information for Proposed Applicants
- X. Contact Information/Summary

I.

**BACKGROUND**

Coryell County is located in the Central Texas Area and has a population of slightly over 85,000 residents. There are two main population centers in the County, Copperas Cove in the South end of the County containing approximately 35,000 people, and Gatesville in the center of the County containing approximately 15,000 people. A large portion, approximately 40% of the County, is Federally owned property comprising part of a United States Army Training Installation. Coryell County is mostly rural, but is developing and fragmenting at a significant rate. Land use changes have caused a reduction in traditional farming and ranching land use.

Coryell County has been granted an award from the Texas General Land Office (GLO) for funding under the 2022 Resilient Communities Program (RCP) to complete a Land Use Plan. While the County has previously adopted land use regulations, recent development pressure has stimulated an interest in revising those regulations. Coryell County will be developing, adopting, and implementing Building Codes that meet or exceed the standards set forth in the International Residential Code 2012 (IRC 2012).

Through this RFP Coryell County will develop, adopt, and implement a forward-looking, county-wide Land Use Plan that will integrate the Coryell County Hazard Mitigation Plan, which is currently under final review with FEMA. The adoption of Building Codes is necessary due to the rapid growth in the County, especially in single and multifamily dwellings. The adoption and implementation of Building Codes will be done to accomplish the objectives outlined in the Land Use Plan. The Land Use Plan will align the existing comprehensive plans for the City of Gatesville and Copperas Cove to ensure consistency within the County. The Land Use Plan will be accompanied by Development Regulations (Subdivision Regulations/Zoning Ordinances) that codify the Plan. The Coryell County Land Use Plan will be a living document and will be reviewed every 5-10 years depending on external factors, such as growth, and updated as needed.

## II.

### SCOPE OF WORK

#### **DEVELOPMENT OF LAND USE PLAN**

This portion of the project is for the development and adoption of a forward-looking Land Use Plan. The plan should lay out the high-level distribution of existing and future land and their uses. The Land Use Plan should also reflect long-term decisions pertaining to transportation, housing, and overall community development.

The Contractor shall provide the following scope of services to develop a LUP:

Respondent must be able to perform the tasks listed herein to be considered eligible for an award under this Solicitation. Respondents should provide a detailed narrative of their experience as it relates to each of the items below. Respondents should clearly indicate if they intend to provide services in-house with existing staff, through subcontracting, or partnership arrangements. Services will be provided in conformance with the guidance documents and use forms provided by the GLO. The providers shall furnish services to complete the development of a Land Use Plan, including, but not limited to the following:

- Creation of forward-looking Land Use Plan, integrated with the Coryell County Hazard Mitigation Plan.
- Identify local hazard risks and explanation of how Plan mitigates against those risks.
- Plan must incorporate ordinances (Subdivision Regulations, Building Codes, Floodplain Ordinance, etc.) that are incorporated and codified in accordance with the Plan.
- Adoption of approved Land Use Plan and accompanying ordinances must be complete within 18 months of contract execution.
- Review and tracking of in-house work plan and in-kind work to include estimated work hours, number of FTEs, associated hourly rates, work description, and total cost.

The work on development of the Plan shall generally be broken up into the following phases:

#### **PHASE 1:**

Prepare and submit to GLO, for review and approval as to form, the following documents: a) Assessment of Current Land Use Plans, b) Base Studies, and c) Documentation of 1st Round of Public Meetings.

- a. At a minimum Assessment of Current Plans must include the following elements:
  - List of current plans, both local and regional, with associated adoption dates.
  - A synopsis of how these plans bear on the Land Use Plan that will be developed.
  - Hazard Mitigation Plans, if present, must be included in the assessment.
- b. At a minimum Base Studies must include the following elements:
  - Identification of local hazard risk(s) that align with Coryell County Hazard Mitigation Plan
  - Additional studies (e.g., environmental, economic, etc.) may also be included.
- c. At a minimum the First Round of Public Meetings must include the following elements:
  - Coordination and completion of First Round of Public Meetings
  - Meetings details: date, list of participants, agenda
  - Meeting notes

#### **PHASE 2:**

Upon GLO's review and approval as to form of the Assessment of Current Land Use Plans, Base Studies, and Documentation of 1st Round of Public Meetings, prepare and submit to GLO, for review and approval as to form, the following documents: a) Documentation of 2nd Round of Public Meetings and b) Preliminary Draft of Land Use Plan.

- a. At a minimum the Second Round of Public Meetings must include the following elements:
  - Coordination and completion of the Second Round of Public Meetings
  - Meetings details: date, list of participants, agenda
  - Meeting notes
- b. At a minimum the Preliminary Draft of the Land Use Plan must include the following elements:
  - SECTION 1: RESULTS OF BASE STUDIES: these are the findings of the studies submitted under 2nd Draw - Base Studies
  - SECTION 2: LAND USE PLAN – DRAFT (50% Developed, or significant progress on each of the plan elements listed below)
    - Land Use Plan + Map: graphic and written presentation of desirable and feasible alternative land use patterns of the community. The map should be clear and include streets, lots and block lines, along with all land uses included.
    - Resiliency Measures: must include a description of how hazard mitigation strategies and actions were incorporated into the Land Use Plan
    - Implementation Strategy: the steps that the county will take to enforce the provisions of the plan.

### PHASE 3:

Upon GLO's review and approval as to form of Documentation of 2nd Round of Public Meetings and Preliminary Draft of Land Use Plan, prepare and submit to the GLO, for review and approval as to form, the following documents: a) Documentation of 3rd Round of Public Meetings, b) the Adopted Land Use Plan, and c) Evidence of Adoption by the County.

- a. At a minimum the Documentation of the Third Round of Public Meetings must include the following elements:
  - Coordination and completion of the Third Round of Public Meetings
  - Meetings details: date, list of participants, agenda
  - Meeting notes
- b. At a minimum the Adopted Land Use Plan must include the following elements:
  - SECTION 1: RESULTS OF BASE STUDIES: these are the findings of the studies submitted under Base Studies
  - SECTION 2: LAND USE PLAN – (100% Developed)
    - Land Use Plan + Map: graphic and written presentation of desirable and feasible alternative land use patterns. The map should be clear and include streets, lots and block lines. All land uses must be included.
    - Resiliency Measures: must include a description of how hazard mitigation strategies and actions were incorporated into the Land Use Plan
    - Implementation Strategy: the steps that the county will take to enforce the provisions of the plan.
- c. At a minimum Evidence Documenting Adoption by the County must include the following elements:
  - Resolution from the County documenting adoption of Land Use Plan, listing the plan's name and date of adoption.

NOTE: Adoption of the Land Use Plan and associated Ordinances must be complete within 18 months of grant award.

#### PHASE 4:

Upon GLO's review and approval as to form of Documentation of 3rd Round of Public Meetings, the Adopted Land Use Plan, and Evidence of Adoption by Jurisdiction, prepare and submit to GLO, for review and approval as to form, the required Closeout documentation.

- a. At a minimum the Closeout Documentation must include the following elements:
  - Closeout documents
  - Outstanding documents (if applicable)

#### GRANT ADMINISTRATION SERVICES

##### 1. General Administrative Duties:

- a) Ensure program compliance including all RCP Program requirements and all parts therein.
- b) Assist subrecipient in establishing and maintaining financial processes.
- c) Obtain and maintain copies of the subrecipient's most current contract including all related change requests, revisions, and attachments.
- d) Establish and maintain record keeping systems.
- e) Assist subrecipient with resolving monitoring and audit findings.
- f) Serve as monitoring liaison.
- g) Assist subrecipient with resolving third party claims.
- h) Report suspected fraud to the GLO.
- i) Submit timely responses to the GLO requests for additional information.
- j) Complete draw request forms and supporting documents.
- k) Facilitate outreach efforts, application intake, and eligibility review.
- l) Utilize and assist with GLO's system of record to complete milestones, submit documentation, reports, draws, change requests, etc.
- m) Submit change requests and all required documentation related to any change requests.
- n) Coordinate, as necessary, between subrecipient and any other appropriate service providers (i.e. Engineer, Environmental, Legal, etc.), contractor, subcontractor and GLO to effectuate the services requested.
- o) Assist in public hearings.
- p) Will work with GLO's system of record.
- q) Provide monthly project status updates.
- r) Funding release will be based on deliverables identified in the contract.

##### 2. Labor and procurement duties:

- a) Provide all Labor Standards Officer (LSO) Services.
- b) Ensure compliance with all relevant labor standards regulations.
- c) Ensure compliance with procurement regulations and policies.
- d) Maintain document files to support compliance.

##### 3. Financial duties:

- a) Prepare and submit all required reports (Section 3, Financial Interest, etc.).
- b) Assist subrecipient with the procurement of audit services.
- c) Assist subrecipient in establishing and maintaining a bank account for program funds.

- d) Implementation and coordination of Affirmatively Furthering Fair Housing (“AFFH”) requirements as directed by HUD and the GLO.
- e) Implementation and coordination of Section 504 requirements.
- f) Program compliance.
- g) Ensure that fraud prevention and abuse practices are in place and being implemented.
- h) Prepare and submit all closeout documents.
- i) Submit all invoices no later than 60 days after the expiration of the contract. All outstanding funds may be swept after 60 days. The provider may request an extension of this requirement in writing.
- j) Assist in preparation of contract revisions and supporting documents including but not limited to:
  - Amendments/modifications,
  - Change orders.
- k) Perform any other administrative duty required to deliver the project.

4. All work under all phases should:

- a) Promote sound, sustainable long-term mitigation planning informed by a post-disaster evaluation of hazard risk, especially land-use decisions that reflect responsible floodplain management and take into account future possible extreme weather events, other natural hazards, and long-term risks.
- b) Coordinate with local and regional planning efforts to ensure consistency, and promote community-level and/or regional (e.g., multiple local jurisdictions) mitigation planning.
- c) Integrate mitigation measures into all activities and achieve objectives outlined in regionally or locally established plans and policies that are designed to reduce future risk to the jurisdiction.
- d) Result in buildings that are more resilient to the impacts of natural hazards.

### III.

#### TARGET DELIVERABLE SCHEDULE

Coryell County believes that the LUP can be completed within 1 year from the initial proclamation date. In this section, designate a general timeline for this project. Key pieces for the LUP timeline include: Development of work plan, Assessment of Current Plans, Public Meetings, Development of Draft LUP, Development of Resiliency Measures, Implementation Strategy, and Adoption.

The expected project completion date is on or before October 31, 2024. Please include your proposed completion date, as well as your reasoning for your proposed schedule. Coryell County is interested in completing the LUP in the shortest amount of time feasible under the requirements.

### IV.

#### EXISTING ROADBLOCKS OR TECHNICAL ISSUES

Coryell County does not project any major roadblocks or technical issues with the development of a LUP. There are limited resources available through the requested Grant Funds, but the funds requested should be sufficient to complete the tasks. No issues are known of by the County that would prevent completion of the project within a reasonable amount of time.

V.

**BUDGET CONSTRAINTS**

The General Land Office has offered a grant to Coryell County for development of a LUP. Coryell County has been granted RCP funds for updating Ordinances and for the development of a LUP to address the goals and objectives set out herein. Coryell County is seeking development of a LUP within the amount of grant funds requested.

VI.

**EVALUATION METRICS**

Coryell County will evaluate bidders and proposals based on the following criteria:

1. Previous experience writing like kind plans. (30)
2. Ability to Complete Essential Elements/Steps. (30)
3. Personnel experience, technical expertise, and availability. (20)
4. Projected costs. (20)

VII.

**INFORMATION BIDDERS MUST PROVIDE TO BE CONSIDERED**

1. Statement of Qualifications: The County is seeking qualified professional service providers capable of producing a LUP in accordance with this RFP.
  - a. Please provide the following as it relates to your qualifications:
    - A brief history of the service provider, including general background, knowledge of and experience working with relevant agencies and programs;
    - Related experience in hazard mitigation or LUP type projects, in particular recent experience;
    - A description of work performance and experience with hazard mitigation, LUP type projects, or similar projects including a list of at least three references from past local government clients (or agency clients if not three previous local government clients), with information describing the relevancy of the previous performance;
    - Describe the capacity to perform each item in the Scope of Work, as well as resumes of all employees who may be assigned to provide services if your firm is selected, identifying current employees and proposed hires;
    - Samples and/or case studies from previous hazard mitigation projects or LUP type projects; and
    - A statement substantiating the resources of the service provider and the ability to carry out the scope of work requested within the proposed timeline.
2. Proposed Cost of Services: Provide your cost proposal to accomplish the scope of work by activity or specific service outlined above and for any additional services required.

Preference will be given to firm fixed pricing. The proposal must include all costs that are necessary to successfully complete these activities. Note that the lowest/best price proposal will not be used as the sole basis for entering into this contract; rather, award will be made to the service provider providing the best value, cost and other factors considered. Coryell County reserves the right to negotiate pricing.

## VIII.

### SUBMISSION REQUIREMENTS

Bidders must adhere to the following guidelines to be considered:

1. Only bidders who meet all 4 metrics in the evaluation section should submit a proposal.
2. Proposals must be received by October 18, 2023, at 10:00 a.m.
3. Include samples and references with your proposal.
4. Proposals should not be more than 20 pages, exclusive of attached examples of previous work. Failure to comply with this guideline will result in an automatic rejection.
5. A proposed schedule must also be included and clearly expressed.
6. Additional items to include:
  - a. A copy of your current certificate of insurance for professional liability.
  - b. Statement of Conflicts of Interest (if any) the service provider or key employees may have regarding these services, and a plan for mitigating the conflict(s). Note that County may in its sole discretion determine whether or not a conflict disqualifies a firm, and/or whether or not a conflict mitigation plan is acceptable.
  - c. System for Award Management. Service provider must have a current registration in the System for Award Management (<https://www.sam.gov/SAM/>). Service provider and its Principals, may not be debarred or suspended nor otherwise on the Excluded Parties List System (EPLS) in the System for Award Management (SAM). Include verification that the service provider as well as its principals are not listed (are not debarred) through the System for Award Management ([www.SAM.gov](http://www.SAM.gov)). Enclose a printout of the search results that includes the record date. This clearance information must be included in the service provider's Proposal.
  - d. Form CIQ, (enclosed). 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). Certification for Contracts, Grants, Loans, and Cooperative Agreements is included in the RFP and must be submitted with the response.
  - e. Form 1295, (enclosed). Effective January 1, 2018, 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 the awarded vendor at the time of signed contract submission. Form 1295 is included in this RFP for your information. Form 1295 requires the inclusion of an "unsworn declaration" which includes, among other things, the date of birth and address of the authorized representative signing the form.
  - f. Required Contract Provisions. Applicable provisions (enclosed) must be included in all contracts executed as a result of this RFP.



## IX.

### ADDITIONAL INFORMATION FOR PROPOSED APPLICANTS

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

1. 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:
  - a. Placing qualified small and minority businesses 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;
  - e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration (SBA) and the Minority Business Development Agency (MBDA) of the Department of Commerce.

Minority-owned businesses may be eligible for contract procurement assistance with public and private sector entities from MBDA centers:

Dallas MBDA Business Center  
8828 N. Stemmons Freeway, Ste. 550B  
Dallas, TX 75247  
214-920-2436  
Website: <https://www.mbdadfw.com>

Email: [admin1@mbdadallas.com](mailto:admin1@mbdadallas.com)

El Paso MBDA Business Center  
2401 East Missouri Avenue  
El Paso, TX 79903  
915-351-6232  
Website: <https://www.mbda.gov/business-center/el-paso-mbda-business-center>  
Email: [treed@ephcc.org](mailto:treed@ephcc.org)

Houston MBDA Business Center  
3100 Main Street, Ste. 701  
Houston, TX 77002  
713-718-8974  
Website: <https://www.mbda.gov/business-center/houston-mbda-business-center>  
Email: [MBDA@hccs.edu](mailto:MBDA@hccs.edu)

San Antonio MBDA Business Center  
501 W. Cesar E. Chavez Blvd., Ste. 3.324B  
San Antonio, TX 78207  
210-458-2480  
Website: <https://www.mbda.gov/business-center/san-antonio-mbda-business-center>  
Email: [orestes.hubbard@utsa.edu](mailto:orestes.hubbard@utsa.edu)

Small and woman-owned businesses may be eligible for assistance from SBA Women's Business Centers:

Dallas Fort Worth WBC  
7800 N. Stemmons Fwy., Ste. 120  
Dallas, TX 75247  
214-572-9452  
Website: <https://womensbusinesscenterdfw.com/>

Email: [mhall@liftfund.com](mailto:mhall@liftfund.com)

WBEA – Women's Business Center  
9800 Northwest Freeway, Ste. 120  
Houston, TX 77092  
713-681-9232  
Website: <https://www.wbea-texas.org/womens-business-center>  
Email: [wbc@wbea-texas.org](mailto:wbc@wbea-texas.org)

LiftFund Women's Business Center  
600 Soledad St.  
San Antonio, TX 78205  
888-215-2373 ext. 3000  
Website: <https://womensbusinesscentersa.com/>  
Email: [wbc@liftfund.com](mailto:wbc@liftfund.com)

SBA also provides assistance at Small Business Development Centers located across Texas:  
<https://americassbdc.org/small-business-consulting-and-training/find-your-sbdc/>

X.

**CONTACT INFORMATION/SUMMARY**

For questions or concerns connected to this RFP, we can be reached at:

**Coryell County Purchaser  
Anne Mayberry  
254-865-5911, ext. 312  
[county.purchaser@coryellcountytx.gov](mailto:county.purchaser@coryellcountytx.gov)**

Proposals must be received no later than **October 18, 2023, at 10:00 a.m.** It is the responsibility of the submitting entity to ensure that the proposal is received in a timely manner. Proposals received after the deadline will not be considered for award, regardless of whether or not the delay was outside the control of the submitting firm.

Please electronically submit your proposal in .pdf format via email to [county.purchaser@coryellcountytx.gov](mailto:county.purchaser@coryellcountytx.gov), and submit your proposal to the address below on a thumb drive with five (5) paper copies of your proposal of services and a statement of qualifications for the proposed services to the following address:

**Coryell County Purchaser  
Anne Mayberry  
800 E. Main St., Suite A  
Gatesville, Texas 76528**

Proposals must be received by the County no later than **10:00 a.m. on October 18, 2023**, to be considered.

Any questions or requests for clarification must be submitted in writing via EMAIL to the address above at least 5 business days prior to the deadline. County may, if appropriate, circulate the question and answer to all service providers submitting proposals.

## Insert Certificate of Insurance

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

**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 176.006(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



**Disclosure of Lobbying Activities**

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

<b>Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
<b>Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier <input type="checkbox"/> _____, if Known:  <b>Congressional District, if known:</b>	<b>If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b>   <b>Congressional District, if known:</b>	
<b>Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____	
<b>Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b>  \$	
<b>10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):</b>	<b>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</b>	
<b>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b>	<b>Signature:</b> _____ <b>Print Name:</b> _____ <b>Title:</b> _____ <b>Telephone No.:</b> _____ <b>Date:</b> _____	
<b>Federal Use Only</b>	<b>Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)</b>	

(To be completed by awarded vendor)

**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**

## REQUIRED CONTRACT PROVISIONS

2 CFR 200.327 Contract provisions. The non-Federal entity's contracts should contain applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. The non-Federal entity's contracts may contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. **\*Language as of May 21, 2021.**

### All Contracts

THRESHOLD	PROVISION	CITATION
>\$250,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold, 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.	2 CFR 200 APPENDIX II (A)
>\$10,000	All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.	2 CFR 200 APPENDIX II (B)
None	<p>Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."</p> <p>41 CFR 60-1.4 Equal opportunity clause.</p> <p>(b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:</p> <p>The [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:</p> <p>During the performance of this contract, the contractor agrees as follows:</p> <p>(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:</p> <p>Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and</p>	2 CFR 200 APPENDIX II (C) and 41 CFR §60-1.4(b)

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 consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

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

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

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

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

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

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each 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:

	<p>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.</p> <p>The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.</p> <p>The [recipient] agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.</p> <p>The [recipient] further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the [recipient] agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.</p>	
<p>&gt;\$2,000</p>	<p>Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any</p>	<p>2 CFR 200 APPENDIX II (D)</p>

	part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.	
>\$100,000	Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.	2 CFR 200 APPENDIX II (E)
None	Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.	2 CFR 200 APPENDIX II (F)
>\$150,000	Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended. (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).	2 CFR 200 APPENDIX II (G)
None	Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)
>\$100,000	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any 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.	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303
	See 2 CFR §200.323.	2 CFR 200 APPENDIX II (J)
	See 2 CFR §200.316.	2 CFR 200

		APPENDIX II (K)
	See 2 CFR §200.322.	2 CFR 200 APPENDIX II (L)
None	The Federal awarding agency must establish conflict of interest policies for Federal awards. The non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.	2 CFR 200.112
None	The Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.	2 CFR 200.336
None	Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms.  (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.  (b) Affirmative steps must include:  (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; and  (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.	2 CFR 200.321
None	Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a recipient.	2 CFR 200.334

	<p>Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:</p> <p>(a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.</p> <p>(b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.</p> <p>(c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.</p> <p>(d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity.</p> <p>(e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.</p> <p>(f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).</p> <p>(1) If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.</p> <p>(2) If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.</p>	
None	<p>CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or <u>2252.153</u>. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such a term in Section 2252.151(2) of the Texas Government Code.</p>	Texas Government Code 2252.152
>\$100,000	<p>PROVISION REQUIRED IN CONTRACT. (a) This section applies only to a contract that:</p> <p>(1) is between a governmental entity and a company with 10 or more full-time employees; and</p>	Texas Government Code 2271



	<p>(2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.</p> <p>(b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:</p> <p>(1) does not boycott Israel; and</p> <p>(2) will not boycott Israel during the term of the contract.</p>	
Option Contract Language for contracts awarded prior to Grant Award	The contract award is contingent upon the receipt of ARP Act funds. If no such funds are awarded, the contract shall terminate.	Optional
	Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.	42 U.S.C. 6201

## ADDENDUM #1

### Request for Proposal (RFP) Development of Coryell County Land Use Plan & Grant Administration Services

September 29, 2023

Re: Development of Land Use Plan & Grant Administration Services

Supplement:

Coryell County has been granted funds through the General Land Office under the Resilient Communities Program (RCP). This program funds the development, adoption, and implementation of modern and resilient building codes and flood damage prevention ordinances to ensure that structures built within the community can withstand future hazards.

Through participation in the RCP Coryell County will:

1. Develop a Land Use Plan, to include:
  - a. Assessment of Current Plans (Review of State/Agency/Municipal Plans available)
  - b. Identification of Local Hazards
  - c. Participatory Process (Mtgs. For Hazard, LUP, & various Regulations, for Community input and review)
2. Develop Building Codes
3. Develop/Update Ordinances related to Development (Flood Damage Prevention Order, On Site Sewage Facility Rules, Subdivision Regulations, Setback lines on County Roads, etc.)

**This RFP is specifically focused on two things:**

1. The Development of a Land Use Plan, and
2. Grant Administration Services to administer the overall grant award to the County under the RCP program.

The County intends to perform the tasks of Development of Building Codes and Develop/Update Ordinances Related to Development, in-house and through other specifically sourced professionals.

As nearly as possible, Coryell County requests prospective bidders to clearly separate costs for the Development of the Land Use Plan, and fees for Grant Administration Services. There will be some overlap in the public meetings regarding the LUP and the other regulations being considered.

Coryell County is providing this Addendum in relation to a question that was asked for clarification to the Scope of Work being requested in the first procurement attempt.