

Sample Request for Proposals Cover Letter

(Date)

Addressee

(To be sent to five (5) or more local/regional firms.)

Re: 2017-2018 Colonia Fund Planning

Dear Planning Consultant:

Attached is a copy of the county's Request For Proposals for necessary planning services to apply to the 2017-2018 Colonia Fund Planning and, if funded under a grant contract with TDA – Office of TxCDBG Rural Affairs, to carry out grant contract activities and generate appropriate reports and mapping for _____ County.

The deadline for submission of planning services is **(DATE - AT LEAST TEN DAYS AFTER THEIR RECEIPT OF RFP OR TEN DAYS AFTER APPEARANCE OF ADVERTISEMENT IN WIDELY CIRCULATED NEWSPAPER)** _____.

The County of _____ reserves the right to negotiate with any and all persons or firms submitting proposals, per the Texas Professional Services Procurement Act and the Uniform Grant and Contract Management Standards Act.

_____ County is an Affirmative Action/Equal Opportunity Employer.

Sincerely,

Request for Proposals for Planning Services

_____ County is seeking to enter into a professional services contract with a competent planning consulting firm to assist the County in the overall development of a 2017-2018 Colonia Fund Planning grant application and a planning process and planning reports if funded by the Texas Department of Agriculture – Office of Rural Affairs (TDA). The following outlines the request for proposals.

I. **Scope of Work** - The contract will encompass all project related services to _____ County, including, but not limited to, the completion of an application in conformance with the 2017-2018 Colonia Fund Planning Application Guide and performance of activities described in Section B Planning of the 2016 Texas Community Development Block Grant Project Implementation Manual.

A final scope of work will be developed through the application process, comprised of one or more planning activities described in the attached Sample Planning Contract.

II. **Statement of Qualifications** - The County is seeking to contract with a competent planning and/or engineering firm that has experience in the following areas:

- a) Experience with the federal Community Development Block Grant program, through either the HUD Entitlement/Small Cities or Texas Community Development Block Grant Program.
- b) Performance of activities described in Sample Planning Contract, attached.

As such, please provide within your proposal a list of past client local governments, as well as resumes of all planners and/or engineers who will or may be assigned to this project if your firm received the planning services contract award.

III. **Proposed Cost of Services** - Please specify the proposed cost to the County, and estimated time of completion. These include a proposed cost by Scope of Work category of what you or your firm feels is appropriate for each area of the Scope of Work. Please note that _____ County will not use lowest/best bid as the sole basis for entering into this contract.

IV. **Evaluation Criteria** - The proposals received will be evaluated and ranked according to the following criteria:

<u>Criteria</u>	<u>Maximum Points</u>
Experience	55
Work Performance	30
Capacity to Perform	10
Affirmative Action	5
Total	100

V. **Deadline for submission** is _____, 20____. Please submit proposals to _____ attn: _____.

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

Sample Contract

ADMINISTRATION/PROFESSIONAL SERVICES

PART I AGREEMENT

THIS AGREEMENT, entered into this ____ day of _____, by and between the CITY/COUNTY OF _____, hereinafter called the "City"/"County", acting herein by _____ hereunto duly authorized, and _____ hereinafter called "the Contractor", acting herein by _____.

WITNESSETH THAT:

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

NOW THEREFORE, the parties do mutually agree as follows:

[Text deleted]

1. Scope of Services

The Contractor will perform the services set out in Part II, Scope of Services.

2. Time of Performance - The services of the Contractor shall commence on _____ . In any event, all of the services required and performed hereunder shall be completed no later than _____ .

3. Local Program Liaison - For purposes of this Contract, the [e.g. *City Manager/County _____*] or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Contractor. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.

4. Access to Records - **The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, the Texas Department of Agriculture (TDA), and the City/County, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Contractor which are pertinent to the TxCDBG award, in order to make audits, examinations, excerpts, and transcripts, and to closeout the City/County’s TxCDBG contract with TDA.** [Text deleted]

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

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

BY: _____
(Local City/County Official)

(Printed Name)

(Title)

BY: _____
(Contractor's Authorized Representative)

(Printed Name)

(Title)

PART II
SCOPE OF SERVICES

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

Colonia Area Plan Scope of Services

A. INTRODUCTION

1. Contractor **shall identify a planning period** and prepare a general plan (as proposed in its application and presented herein) that builds on previous studies, but does not duplicate previous planning efforts, regarding the following planning activities, using generic population and other broad parameters for the purpose of funding allocation for the area(s) identified in its application for **2017-2018** Colonia (Planning) Funds. Contractor shall ensure that the amount of grant funds expended for each activity described herein does not exceed the amount specified for such activity in Exhibit B, Budget.
2. Appropriate consideration shall be given to local government and citizen participation in the planning process. Periodic meetings and workshops for needs assessment and evaluation, goals setting, alternative plan development shall be conducted and documented in the report. Meetings and workshops, preferably should be held in colonias, (and must be other than the public hearing to determine needs for application purposes and/or the final required hearing to evaluate Contractor's performance, as specified in SECTION 22, CITIZEN PARTICIPATION REQUIREMENTS, of this contract). Meetings and workshops shall be held to facilitate public participation in the activities being accomplished under this contract.
3. Contractor shall document in the report contacts with funding agencies and resources for self help and describe what coordination efforts will be conducted.
4. In the event that the project area(s) and/or their existing and proposed facilities have benefited from engineering or planning funded through Texas Community Development Block Grant Program (TxCDBG) and/or other sources, Contractor shall ensure reiteration of appropriate findings and alternatives within applicable sections of the reports funded through this contract, thereby forming a basic, unified policy for their continued development, operation, maintenance, and improvement. (This section means that Contractor should summarize which areas have benefited from state and federal programs/activities in the recent past and learn from the experiences, especially answering the questions: who, what, why, when, where, how, and how much.

5. Where local names of colonias and other locally assigned identifiers are used in the reports and all mapping, Contractor shall include the corresponding Secretary of State (SOS) or SOS designee, (i.e., Texas Attorney General) assigned name and identifier number when referring to each colonia in reports and on mapping.

6. Contractor shall report possible effects of each identified capital improvement need and/or recommended capital improvements on members of classes protected under federal Fair Housing law(s), taking into consideration geographic concentration and other analysis required herein. Contractor shall analyze and report the effects each improvement may have on the following:

- a. Affordable housing opportunities;
- b. Residents of areas with concentrations of protected classes whether the proposed project provides colonia-wide or targeted benefit;
- c. Equal treatment and access for disabled persons to public facilities throughout the community;
- d. Other Fair Housing goal(s), as appropriate.

B. BASIC PLANNING ACTIVITIES

1. BASE MAPPING

- a. Contractor shall prepare a spatially referenced (UTM) base map overlying digital orthographic quadrangle data (color aerial photography) for each colonia area in digitized format **and hardcopy for use in reports and wall-mounting, preferably laminated for the county**, at a scale of 1" = 400' or better, which shall show at least the following features:
 - (1) Highway and street rights-of-way;
 - (2) Highway designations and street names;
 - (3) All major drainage ways and bodies of water;
 - (4) USGS digital contour elevations;
 - (5) Block and lot lines for all platted subdivisions, where available, and in digital format from the Central Appraisal District;
 - (6) Property lines within unplatted subdivisions, where available, and in digital format from the Central Appraisal District;
 - (7) The width of all major utility easements;
 - (8) Railroad rights-of-way;
 - (9) All subdivisions and their names;
 - (10) Corporate limits (as appropriate);
 - (11) Official 9-1-1 addresses for each lot
 - (12) Other major facilities or features to include but not necessarily limited to:

- (a) Park and recreation areas and facilities;
- (b) Water Treatment plants;
- (c) Sewage Treatment plants;
- (d) Extraterritorial jurisdiction lines of cities, as appropriate; and
- (e) Other significant features deemed appropriate by Contractor.

2. HOUSING INVENTORY, ANALYSIS AND PLAN

- a. Contractor shall **prepare an updated housing conditions inventory, analysis during the contract period and prepare a plan** which shall, to the fullest extent possible, be based on the
- b. Contractor shall consider previous planning work that classified building conditions and formulated definitions for each classification (Standard, Deteriorating, and Dilapidated) by incorporating the following elements into its inventory on a house-by-house basis:
 - (1) Colonia Housing Standards
 - (2) Ownership or rental status
 - (3) Persons per unit
 - (4) Income range of household residents
 - (5) Foundation type (pier/beam, slab, tie down)
 - (6) Plumbing conditions
 - (7) Presence of septic tank
 - (8) Presence of private well
 - (9) Location in flood plain
- c. Contractor shall perform an exterior survey and a door-to-door survey of all residential buildings to determine the information required in item 2b for each housing unit in the colonia areas. Contractor shall record vacant and abandoned residential units as the survey is being made. The survey results shall be tabulated, referenced by address, and included as an appendix the report. The income survey will be conducted in manner consistent with TxCDBG's beneficiary identification requirements so that the information may be used with future projects.
- d. Contractor shall use the base map at its contracted scale to create a **Housing Conditions Map** depicting the inventory required above, including each housing structure in outline in its location upon the lot and showing condition, ownership status, and income range for each housing unit. Included on the map shall be the delineation of low and moderate income areas, as can be determined, with a brief narrative for the basis of their delineation; and identified areas that contain a concentration of Fair Housing Act protected classes (race, color, religion, sex, handicap/disability, national origin, and familial status) within the community.
- e. Contractor shall conduct an analysis of the housing data to determine the extent of problems and the identification of housing needs of the

current and prospective population and identifiable segments of the population.

- f. Contractor shall present information on housing units within the colonia that could be used in housing assistance program development and potentially in surveys required by other funding programs; and, shall provide work write-ups and program guidelines to serve as examples for development of housing rehabilitation/reconstruction programs.
- g. Contractor shall identify previous implementation actions, both public and private, taken during the past two years to implement or improve housing programs, including fair housing.
- h. Contractor shall determine what local administrative and legal capacity is available or in effect to overcome housing-related problems which could be utilized more fully, (such as, the use of non-profit organizations), to improve housing.
- i. Contractor shall review subdivision and other land use and housing regulations in force to determine their impact on housing affordability, improvement, and development in the colonia areas. Impediments will be identified and methods recommended to counter negative or encourage positive effects of these regulations.
- j. Contractor shall prepare a **goal(s) statement and annual housing related objectives**. To the extent possible, objectives shall be stated in quantifiable terms and target dates set for their achievement.
- k. Contractor shall identify future implementation actions and probable **costs**, (including as many programs as applicable or practical), both public and private, to be taken annually over the next five to ten years. These activities shall result in the preparation of an overall program design for housing related activities, including fair housing.

C. WATER SYSTEM

1. WATER SYSTEM INVENTORY AND ANALYSIS

- a. Contractor shall make an analysis of any and all potential water system(s) and **potential ability to expand water service to the target area, if and as appropriate**. As a minimum, the following should be considered:

- (1) Water quality;
- (2) Storage facilities;

- (3) Availability of water;
 - (4) Water pressure;
 - (5) Distribution lines ;
 - (6) Water costs to city;
 - (7) Water cost to customers and review of current and future needs;
 - (8) Operating procedures;
 - (9) Connection policies and fees;
 - (10) System capacity under drought conditions considering Drought Contingency Plan
- b. Contractor shall map private water wells; and, where appropriate, the water distribution system infrastructure adjacent to the target area that would contribute to serving the area. This inventory mapping may be included on the Plan map.
 - c. Contractor shall determine the adequacy of the existing conditions of water provision; and, the adequacy of any system to meet existing and forecasted needs of the target area.
 - d. Contractor shall list and rank problems and alternatives related to water provision in the colonia.
 - e. Contractor shall evaluate the local system's capability to provide water and coordinate with the Regional Water Plan and the State Water Plan, where applicable.

3. WATER SYSTEM PLAN

- a. Contractor shall prepare a **goal(s) statement and water system-related objectives for the planning period and should include construction-related and policy-related recommendations regarding water related improvements with the primary focus of providing water service to the target area.** To the extent possible, objectives shall be stated in quantifiable terms and target dates set for their achievement. General improvements for at least the first five to ten years shall be stated and include: (1) priorities; (2) estimated costs; and (3) sources of possible funding.
- b. The studies and plans developed shall be in strict accord with criteria established by the Texas Commission on Environmental Quality (TCEQ), Texas Water Development Board (TWDB), and the Texas Department of Insurance.
- c. Using the base map at its contracted scale for illustrative purposes, Contractor shall illustrate the existing and proposed water system and

findings on a **Future Water System Map**. Recommended improvements shall be shown by phases.

D. WASTEWATER SYSTEM

1. WASTEWATER SYSTEM INVENTORY AND ANALYSIS

- a. Contractor shall make an analysis of any and all potential wastewater system(s) and **potential ability to expand wastewater service to the target area, if and as appropriate**. As a minimum, the following should be considered:
 - (1) Capacity of treatment facilities;
 - (2) Capacity of downstream collection infrastructure (lift stations, collection mains);
 - (3) Quantity and quality of wastewater to be generated by the target area;
 - (4) Current wastewater collection and treatment conditions in the target area;
 - (5) Characteristics of the soil and terrain affecting collection system routing; and
 - (6) Wastewater treatment costs to the City and to the residents of the target area including discussion of connection policies and fees.
- b. Contractor shall map, if and where appropriate, the water distribution system infrastructure adjacent to the target area that would contribute to serving the area. This inventory mapping may be included on the Plan map.
- c. Contractor shall map all housing units that use on-site facilities and indicate on the mapping the type, condition and other appropriate physical characteristics and information important to consider for safe and effective operation of on-site facilities.
- d. Contractor shall present an analysis of findings in a narrative report that summarizes with a list of ranked problems and alternatives related to the colonia's wastewater needs.

3. WASTEWATER SYSTEM PLAN

- a. Contractor shall prepare a **goal(s) statement and wastewater system-related objectives for the planning period and should include construction-related and policy-related recommendations regarding wastewater related improvements**. To the extent possible, objectives shall be stated in quantifiable terms and target

dates set for their achievement. General improvements for at least the first five to ten years shall be stated and include: (1) priorities; (2) estimated costs; and (3) sources of possible funding.

- b. Using the base map at its contracted scale for illustrative purposes, Contractor shall prepare a **Future Wastewater System Map** illustrating phased improvements to the wastewater system in relation to the existing system and topographic features.
- c. Such prepared plan shall be done in accordance with criteria and standards established by the Texas Commission on Environmental Quality (TCEQ).

E. STREET SYSTEM

1. STREET SURVEY

- a. Contractor shall make a review and search to determine if any prior studies have been made of part or all of the street system. Studies prepared on the system shall be listed with the name of the firm that prepared the study, the date of the study, and brief description of relevant information.
- b. Contractor shall make an inventory of the physical characteristics of the street system to record, but not necessarily be limited to the following:
 - (1) Rights-of-way widths, as available;
 - (2) Paving widths, types and condition of pavement;
 - (3) Curb and gutter;
 - (4) Traffic signage and controls; and
 - (5) Hazardous intersections or other roadway conditions that warrant consideration.
- c. Traffic count data from the Texas Department of Transportation shall be used to the maximum extent feasible.
- d. Using the base map at its contracted scale for illustrative purposes with digital orthographic quadrangle data shown, Contractor shall prepare a **Street Conditions Map** showing the existing street system inventory.

2. STREET SYSTEM ANALYSIS

- a. Contractor shall make an analysis of the street system and list and rank problems. This preliminary, conceptual analysis will be completed by a professional engineer and consider assessment of causes of road

surface or base failure taking into account traffic flow, types of vehicles (heavy trucks, equipment), surface and base material type, low water crossing, etc.

- b. Contractor shall determine the adequacy of the system to meet existing and forecasted needs and make recommendations for any needed improvements concerning configuration, traffic flow, and street conditions.

3. STREET PLAN

- a. Contractor shall prepare a **goal(s) statement and annual street related objectives** and prepare a map at the base map's scale to illustrate its future physical development.
- b. Using the base map at its contracted scale, Contractor shall prepare a **Future Street Conditions Map**. The plan shall provide for the elimination of deficiencies and recommended improvements to meet forecasted needs during the planning period, as determined by a professional engineer. Improvements shall be in accordance with accepted county standards and shall be shown by phases. Recommended project area improvements for the planning period shall be stated and shall include as a minimum the following:
 - (1) Priorities;
 - (2) Estimated costs, prepared by a professional engineer;
 - (3) Sources of possible funding, including assessment of ability to finance the proposed improvements.

F. STORM DRAINAGE SYSTEM

1. STORM DRAINAGE INVENTORY

- a. Contractor shall make a review of all available information on storm drainage within the colonia areas. If any engineering and planning studies have been prepared on drainage, they shall be listed with the firm name and date.
- b. Contractor shall conduct a project area survey of any existing storm drainage facilities and all natural drainage courses to include as a minimum:
 - (1) Location of drainage ways;
 - (2) Location of 100 years flood hazard areas;
 - (3) Identification of areas within the community where local flooding has occurred; and housing and infrastructure that is susceptible to flooding;
 - (4) Identification of soil types in areas of drainage concern.

- c. Using the base map at its contracted scale for illustrative purposes with digital orthographic quadrangle data shown, Contractor shall prepare a **Storm Drainage Map** showing the existing facilities in relation to topographic features.

2. STORM DRAINAGE ANALYSIS

- a. Contractor shall make an analysis of the drainage system and list and rank problems. This preliminary, conceptual analysis will be completed by a professional engineer and include consideration of need for constructed facilities based on watershed storm water flows, soil types, and diversion requirements.
- b. Contractor shall prepare an analysis of the existing drainage system for both natural and man-made facilities. Major and minor drainage areas and areas that have experienced flooding shall be delineated. Drainage characteristics of the areas shall be briefly described and analysis shall be made to determine methods of eliminating local flooding and eroding of local streets. Data, as available through the National Flood Insurance Program of the Federal Emergency Management Agency, shall be utilized to the fullest extent possible.

3. STORM DRAINAGE PLAN

- a. Contractor shall prepare a **goal(s) statement and annual storm drainage related objectives** and prepare a future drainage plan for the project area. Such prepared plan shall contain specific recommendations for relief to flood areas and for improvements to eliminate anticipated drainage problems, as determined by a professional engineer.
- b. Using the base map at its contracted scale for illustrative purposes, Contractor shall prepare a **Future Storm Drainage System Map** illustrating phased improvements regarding storm drainage in relation to the existing system and topographic features.
- c. Recommended improvements for the first five years shall be shown to include the following:
 - (1) Phasing of priorities;
 - (2) Estimated costs, prepared by a professional engineer;
 - (3) Sources of possible funding, including assessment of ability to finance the proposed improvements.

G. CERTIFICATIONS, PRESENTATIONS, REPORTS AND PUBLICATIONS

1. In addition to other requirements placed on Contractor regarding its certifications of contract compliance, Contractor shall ensure passage of a **local resolution** after a final summary is presented to the executive government that is prerequisite to final reimbursement under this contract.
The local resolution shall indicate and state:
 - a. **Local officials' participated through meetings in preparing and reviewing planning documents for contract compliance; and, the final presentation of the plan at the final hearing and/or meeting met or exceeded a minimum one (1) hour presentation requirement set forth by this contract;**
 - b. Goals and objectives developed for each contracted planning element were presented, discussed, reviewed and established by local officials;
 - c. Inventory , analyses, plans and maps associated with them required under contract were presented, discussed and reviewed by local officials;
 - d. Capital needs listed and ranked within the reports were presented, discussed, and reviewed by local officials;
 - e. Opportunities were provided for citizen participation in the planning process;
 - f. Local review established that the planning documents are suitable as policy guides for the locality;
 - g. Local efforts in plan(s) preparation were intended to eliminate impediments to fair housing and support equitable distribution of the plans' benefits;
 - h. Contracted planning documents are accepted by the county as substantiation for payment requisition to the Department, and for Contractor's payment to its consultant(s); and
 - i. Statement of how the contractor intends to use its planning documents prepared under the contract.
2. **One paper hard copy** of each study produced under this contract shall be submitted to the Department for review and comment. All work, including mapping that is **folded and not rolled**, shall be published in an 8 1/2" by 11" report. **A letter from Contractor shall accompany the report and include an attached itemization and/or a description where each requirement of this performance statement can be found within each report to include chapter, page and paragraph.**
3. ONLY ONE (1) TYPE OF MAPPING SOFTWARE SHOULD BE USED FOR ALL MAPS REQUIRED UNDER THIS CONTRACT. Contractor shall maintain source map data (**original vector data**) and the graphic data in data files on machine readable media which are compatible with computer systems owned or readily available to the local government. In addition, complete documentation as to the content and layout of the data files and the name of the software package(s) used to generate the maps shall be maintained in written form. Contractor shall provide the Department a letter signed by the authorized signatory attesting to the receipt of such data.
4. a. Contractor shall provide the Department a compact disk (CD) media, written in Adobe Acrobat portable document format (*.pdf), that contains the narrative and mapping prepared under this contract. The CD shall also contain source map data (original vector data).

b. Contractor shall ensure that the compact disk contents and label are properly identified. Specifically, the compact disk (CD) contents and label shall show the locality name, contract number, planning period covered by the report, topics included within the CD report (on the CD), and preparer's name and date of preparation. Complete documentation as to the content and layout of the data files and the name of the software package(s) used to generate the texts and maps shall be provided to the Department in the locality's closeout letter from Contractor and be shown on the compact disk label.

5. Each element requiring mapping shall have separate inventory and plan maps, unless stated otherwise within each element's performance requirements. All requested maps required herein may be reduced in size if legible and included in appropriate reports.

6. **All reports, maps, compact disk (CD) labels, and other products completed as a part of this contract, other than documents prepared exclusively for internal use within Department, shall carry the following notation on the front cover, CD label, or a title page and on the face of maps:**

FINANCED THROUGH THE TEXAS DEPARTMENT OF AGRICULTURE OF THE STATE OF TEXAS. The preparation of this document was financed through provisions of a Texas Community Development Block Grant Program (TxCDBG) Grant from the U.S. Department of Housing and Urban Development.

7. Any article or other work submitted by Contractor for publication must include a disclaimer as stated in SECTION 17 of this contract:

The Texas Department of Agriculture in conjunction with the United States Department of Housing and Urban Development furnished financial support to the activity described in this publication which does not necessarily indicate the agreement of the Texas Department of Agriculture or of the United States Department of Housing and Urban Development with the statements or conclusions contained in this publication.

8. **When advertising the final public hearing, Contractor shall ensure that the newspaper notice indicates that the planning documents prepared under this contract are available for review at least twelve (12) days prior to the final hearing to evaluate Contractor's performance under the contract.**

Colonia Comprehensive Plan Scope of Services

A. INTRODUCTION

1. The Contractor **shall identify a planning period** and prepare a general plan regarding the following planning activities using generic population and other broad parameters for the purpose of funding allocation and for the area(s) identified in its application for **2017-2018** Colonia (Planning) Funds. The Contractor shall ensure that the amount of grant funds expended for each activity described herein does not exceed the amount specified for such activity in Exhibit B, Budget.

2. Appropriate consideration shall be given to local government *and* citizen participation in the planning process. Periodic meetings and workshops for needs assessment and evaluation, goals setting, alternative plan development shall be conducted and documented in the report. Meetings and workshops, preferably should be held in colonias, (and must be other than the public hearing to determine needs for application purposes and/or the final required hearing to evaluate the Contractor's performance, as specified in SECTION 22, CITIZEN PARTICIPATION REQUIREMENTS, of this contract). Meetings and workshops shall be held to facilitate public participation in the activities being accomplished under this contract.

3. Contractor shall document in the report contacts with funding agencies and resources for self-help and describe what coordination efforts will be conducted.

4. In the event that the project area(s) and/or their existing and proposed facilities have benefited from engineering or planning funded through other sources, the Contractor shall ensure reiteration of appropriate findings and alternatives within applicable sections of the reports funded through this contract, thereby forming a basic, unified policy for their continued development, operation, maintenance, and improvement. (This section means that the Contractor should summarize which areas have benefited from state and federal programs/activities in the recent past and learn from the experiences, especially answering the questions: who, what, why, when, where, how, and how much. See need for up-to-date colonia profiles).

5. The 2011 Application Guide states that "a „**colonia**’ is defined as: any identifiable unincorporated community that is determined to be a colonia on the basis of objective criteria, including lack of potable water supply, lack of adequate sewage systems, and lack of decent, safe, and sanitary housing; and was in existence as a colonia prior to the date of enactment of the Cranston-Gonzalez National Affordable Housing Act (November 28, 1990)." The inventory may include all colonias, even those in existence after November 28, 1990. Any capital improvements proposed that will utilize the TxCDBG Colonia Fund, however, must be for colonias in existence prior to November 28, 1990.

6. Where local names of colonias and other locally assigned identifiers are used in the reports and all mapping, the Contractor shall include the corresponding Secretary of State (SOS) or SOS designee, (i.e., Texas Attorney General) assigned name and identifier number when referring to each colonia in reports and on mapping.

B. PLANNING ACTIVITIES

1. SURVEY

a. The Contractor shall perform the following activities for all colonias on a county-wide basis as originally described in the **2017-2018** Application Guide and those summarized on Table 1, Description of Planning Activities, in its application for funds; and further clarified and determined in the application review process. *Generally all persons, must be encouraged to participate in plan preparation, particularly those considered within the protected classes of the Fair Housing Act...* No person shall be excluded or denied program benefits on the basis race, color, religion, sex, handicap (disability), national origin, and familial status)...

1) Verification of the **number of colonias**, their approximate **date of establishment**, **number of dwellings** in each, *approximate size of colonias (see 3a, below)*, **number of lots**, *approximate size of lots in each*, *average lot size in each*, **number of occupied lots**, **estimated number of persons** in each colonia, and *density of development, (i.e., dwellings per acre)*, *percent of development* in each colonia, and other data.

2) Verification of the **condition of the existing housing** stock in each colonia reported in numbers and percentages and **estimation of housing rehabilitation costs** for those structure not of standard condition; Page 2 of 4

a) The Contractor shall develop criteria to be used in the classification of structure conditions and formulate definitions for each classification. As a minimum, the three following classifications shall be utilized within the study, such as: 1) Standard, 2) Deteriorating, and 3) Dilapidated. A windshield survey may be conducted for each colonia. Use of Colonia Housing Standards (CHS) available through the Texas Department of Housing and Community Affairs Office of Colonia Initiatives is recommended.

b) The Contractor shall perform the survey of all residential structures within each colonia to determine the physical condition of each residential structure and shall **record vacant and abandoned residential units** as the surveys are being made. **Appropriately scaled, double-line mapping** showing housing conditions shall be prepared. Included on the map(s) shall be census geographic

boundary delineations as available from the 2010 Census. The map shall show any identified areas that contain a concentration of aforementioned protected classes within the colonia(s)

- 3) Preparation of **mapping showing locations** of each colonia;
 - a) The Contractor shall **determine whether the colonias are properly platted and recorded** subdivisions.
 - b) The Contractor shall provide the most detailed description of the colonias" location as possible.
 - c) The Contractor shall **map the colonias**, as appropriate.

- 4) Determination of **demographic and economic information** on colonia residents, (including low/moderate income survey or census information) and residents" ability to afford operation and maintenance costs of proposed improvements;

Census and/or survey data for each identified colonia and for the entire colonias' population shall be presented. The total number of beneficiaries of proposed planning implementation and the low to moderate income number of beneficiaries shall be shown for each colonia as required in the application guide or required by the TxCDBG. Census and survey methodologies prescribed by the TxCDBG shall be employed; and results submitted to include findings in terms of sex, race, and ethnicity.

- 5) Determination of the physical environment in each colonia including **land use and conditions, soil types, and flood prone areas**, (implies and requires appropriately scaled double-line **mapping**, where appropriate);

- 6) Determination of the inventory and conditions of the **existing infrastructure** (water, sewer, streets, drainage) in each colonia; and the infrastructure **needs** in each colonia after a comparison to accepted standards including projected infrastructure **costs**, (implies and requires appropriately scaled double-line mapping; and, with topographic information shown, where appropriate);

- 7) Determination of **other information** and data deemed appropriate by the county.

2. ANALYSIS AND PLAN

a. Based on the data developed during the inventory phase, the Contractor shall determine housing needs in each colonia and improvement costs (implies and requires appropriately scaled double-line mapping, where appropriate).

- 1) Contractor shall conduct an analysis of housing data to determine problems and housing needs of the current and

prospective population and identifiable segments of the population, including the need for fair housing.

2) Contractor shall identify previous implementation actions, both public and private, taken during the past two years to implement or improve housing programs, including fair housing.

3) Contractor shall determine what local administrative and legal capacity is available or in effect to overcome housing-related problems which could be utilized more fully, (such as, the use of non-profit organizations), to improve housing, provide remedies to housing needs, including the need for fair housing.

b. Based on the data developed during the inventory and analysis phases, the Contractor shall determine infrastructure needs after a comparison to accepted standards and projected infrastructure costs for each colonia (implies and requires appropriately scaled double-line mapping, and, with topographic information shown, where appropriate).

c. ***In consultation with citizens and county officials***, the Contractor shall prepare ***goals and measurable objectives*** to solve each colonia's problems.

d. The Contractor shall develop a ***ranking of colonias and problems in consultation with citizens and county officials*** that will enable the county to ***prioritize colonia improvements*** rationally and systematically plan and implement short-range and long-range strategies to address colonia needs;

e. The Contractor shall prepare a *five to ten-year housing plan in consultation with citizens and county officials that considers phased improvements, costs, available housing programs, and alternative solutions, including non-profit organization involvement, and the need for fair housing.*

f. The Contractor shall prepare a *five to ten-year capital improvement program (schedule) in consultation with citizens and county officials*, and in coordination with:

- 1) financial analysis of the county and its ability to finance capital projects related to colonias;
- 2) a list of all capital needs in colonias;
- 3) schedule or program of projects with cost, year of improvement and sources of funding.

a. Contractor shall report possible effects of each identified capital improvement need and/or recommended capital improvements on members of classes protected under

federal Fair Housing law(s), taking into consideration geographic concentration and other analysis required in this Exhibit A, Performance Statement. Contractor shall analyze and report the effects each improvement may have on the following:

- (1) Residents of areas with concentrations of protected classes;
- (2) Equal treatment and access for disabled persons to public facilities throughout the colonia(s);
- (3) Other Fair Housing goal(s), as appropriate.

g. The Contractor shall ***prepare a report and appropriate mapping of the requirements above that includes up-to-date,-indexed colonia profiles***. Profiles shall present the **global position coordinates** and meet the format needs of the Department. (Contractor should obtain format approval for the profiles).

h. Contractor shall report its findings to the appropriate officials and offices of the Texas Secretary of State and State of Texas Office of Attorney General and provide adequate documentation of such actions.

C. CERTIFICATIONS, PRESENTATIONS, REPORTS AND PUBLICATIONS

1. In addition to other requirements placed on Contractor regarding its certifications of contract compliance, Contractor shall ensure passage of a **local resolution** after a final summary is presented to the executive government that is prerequisite to final reimbursement under this contract. **The local resolution shall indicate and state:**

- a. **Local officials' participated through meetings in preparing and reviewing planning documents for contract compliance; and, the final presentation of the plan at the final hearing and/or meeting met or exceeded 15 minutes discussion per colonia or a minimum one (1) hour presentation requirement set forth by this contract;**
- b. Goals and objectives developed for each contracted planning element were presented, discussed, reviewed and established by local officials;
- c. Inventory, analyses, plans and maps associated with them required under contract were presented, discussed and reviewed by local officials;
- d. Capital needs listed and ranked within the reports were presented, discussed, and reviewed by local officials;
- e. Opportunities were provided for citizen participation in the planning process;
- f. Local review established that the planning documents are suitable as policy guides for the locality;
- g. Local efforts in plan(s) preparation were intended to eliminate impediments to fair housing and support equitable distribution of the plans' benefits;

- h. Contracted planning documents are accepted by the county as substantiation for payment requisition to the Department, and for Contractor's payment to its consultant(s); and
- . i Statement of how the contractor intends to use its planning documents prepared under the contract.

2. **One paper hard copy** of each study produced under this contract shall be submitted to the Department for review and comment. All work, including mapping that is **folded and not rolled**, shall be published in an 8 1/2" by 11" report. **A letter from Contractor shall accompany the report and include an attached itemization and/or a description where each requirement of this performance statement can be found within each report to include chapter, page and paragraph.**

3. ONLY ONE (1) TYPE OF MAPPING SOFTWARE SHOULD BE USED FOR ALL MAPS REQUIRED UNDER THIS CONTRACT. Contractor shall maintain source map data (**original vector data**) and the graphic data in data files on machine readable media which are compatible with computer systems owned or readily available to the local government. In addition, complete documentation as to the content and layout of the data files and the name of the software package(s) used to generate the maps shall be maintained in written form. Contractor shall provide the Department a letter signed by the authorized signatory attesting to the receipt of such data.

4. a. Contractor shall provide the Department a compact disk (CD) media, written in Adobe Acrobat portable document format (*.pdf), that contains the narrative and mapping prepared under this contract. The CD shall also contain source map data (original vector data).

b. Contractor shall ensure that the compact disk contents and label are properly identified. Specifically, the compact disk (CD) contents and label shall show the locality name, contract number, planning period covered by the report, topics included within the CD report (on the CD), and preparer's name and date of preparation. Complete documentation as to the content and layout of the data files and the name of the software package(s) used to generate the texts and maps shall be provided to the Department in the locality's closeout letter from Contractor and be shown on the compact disk label.

5. Each element requiring mapping shall have separate inventory and plan maps, as stated within each element's performance requirements. All requested maps required herein, with the exception of aerial maps, may be reduced in size if legible and included in appropriate reports.

6. **All reports, maps, compact disk (CD) labels**, and other products completed as a part of this contract, other than documents prepared exclusively for internal use within Department, **shall carry the following notation on the front cover, CD label, or a title page and on the face of maps:**

FINANCED THROUGH THE TEXAS DEPARTMENT OF AGRICULTURE OF THE STATE OF TEXAS. The preparation of this document was financed through provisions of a Texas Community Development Block Grant Program (TxCDBG) Grant from the U.S. Department of Housing and Urban Development.

7. Any article or other work submitted by Contractor for publication must include a disclaimer as stated in SECTION 17 of this contract:

The Texas Department of Agriculture in conjunction with the United States Department of Housing and Urban Development furnished financial support to the activity described in this publication which does not necessarily indicate the agreement of the Texas Department of Agriculture or of the United States Department of Housing and Urban Development with the statements or conclusions contained in this publication.

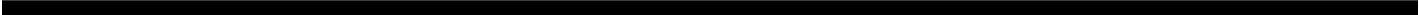
8. When advertising the final public hearing, Contractor shall ensure that the newspaper notice indicates that the planning documents prepared under this contract are available for review at least twelve (12) days prior to the final hearing to evaluate Contractor's performance under the contract. Notes: See final hearing ad tearsheet and final hearing date.

**PART III
PAYMENT SCHEDULE**

City/County shall reimburse (Contractor) for services provided for completion of the following project milestones per the following percentages of the maximum contract amount:

Milestone / Task	% of Contract Fee
•	
•	
•	
•	
•	
•	
•	
•	
•	
Total	100%

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



PART IV
TERMS AND CONDITIONS

1. Termination for Cause. If the Contractor fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor violates any of the covenants, conditions, agreements, or stipulations of this Agreement, the City/County shall have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, which shall be at least five 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, be turned over to the City / County and become the property of the City / County. In the event of termination for cause, the Contractor shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.

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

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

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

3. Changes. The City/County may, from time to time, request changes in the services the Contractor will perform under this Agreement. Such changes, including any increase or decrease in the amount of the Contractor's compensation, must be agreed to by all parties and finalized through a signed, written amendment to this Agreement.
4. Resolution of Program Non-Compliance and Disallowed Costs. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of

non-compliance with federal, state or TxCDBG program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Agreement and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. *[This section may also provide for the qualifications of the mediator(s), the locale of meetings, time limits, or any other item of concern to the parties.]* If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.

5. Personnel.

- a. The Contractor represents that he/she/it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City/County.
- 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. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

6. Assignability. The Contractor shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City/County thereto; Provided, however, that claims for money by the Contractor from the City/County under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City/County.

7. Reports and Information. The Contractor, at such times and in such forms as the City/County may require, shall furnish the City/County such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

8. Records and Audits. The Contractor shall insure that the City/County maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner that conforms to 2 CFR 200.300-.309, 24 CFR 570.490, and this Agreement. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Agreement. City/County shall retain such records, and any supporting

documentation, for the greater of three years from closeout of the Agreement or the period required by other applicable laws and regulations.

1. 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.
2. 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.
3. 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 harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.
4. Conflicts of interest.
 - a. Governing Body. No member of the governing body of the City/County and no other officer, employee, or agent of the City/County, who exercises any functions or responsibilities in connection with administration, construction, engineering, or implementation of the TxCDBG award between TDA and the City / County shall have any personal financial interest, direct or indirect, in the Contractor or this Agreement; and the Contractor shall take appropriate steps to assure compliance.
 - b. Other Local Public Officials. No other public official who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the TxCDBG award between TDA and the City/County shall have any personal financial interest, direct or indirect, in the Contractor or this Agreement; and the Contractor shall take appropriate steps to assure compliance.
 - c. Contractor and Employees. The Contractor warrants and represents that it has no conflict of interest associated with the TxCDBG award between TDA and the City/County or this Agreement. The Contractor further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the TxCDBG award between TDA and the City/County or in any business, entity, organization or person that may benefit from the award. The Contractor further agrees that it will not employ an individual with a conflict of interest as described herein.
5. Debarment and Suspension (Executive Orders 12549 and 12689). The Contractor certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 ([Text deleted] 1986) and 12689 ([Text deleted] 1989). The term "principal" for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor. The Contractor understands that it must not

make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

Federal Civil Rights Compliance.

14. Equal Opportunity Clause (applicable to contracts and subcontracts over \$10,000).

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

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The Contractor will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or 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.
- d. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, "**Equal Employment Opportunity**," and of the rules, regulations, and relevant orders of the Secretary of Labor.

- f. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - g. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - h. The Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
15. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
16. Section 109 of the Housing and Community Development Act of 1974. The Contractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
17. Section 504 Rehabilitation Act of 1973, as amended. The Contractor agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.
18. Age Discrimination Act of 1975. The Contractor shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

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

19. Economic Opportunities for Section 3 Residents and Section 3 Business Concerns.

a. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

b. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

c. The Contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

d. The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

e. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.

g. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and

employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Agreement that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

Sample Proposal Rating Sheet for Planning Services

TxCDBG PROJECT NO. _____ GRANT RECIPIENT _____

NAME OF OFFERER _____

DATE OF RATING _____

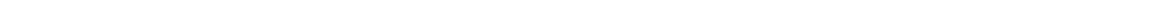
NAME OF PERSON PERFORMING RATING _____

SAMPLE



<u>CRITERIA</u>	<u>POSSIBLE POINTS</u>	<u>AWARDED</u>
A. <u>Experience of firm</u> (55 points)		
Community Planning: base mapping, land use and housing studies, water and waste-water systems studies, streets and drainage studies, capital improvements studies with good financial analyses, etc.	20	_____
Mapping: number and quality of maps to be produced and provided.	15	_____
Familiarity with this region of the state	10	_____
Ability to communicate and encourage citizen involvement (as can be determined from presentation)	10	_____
Project management	5	_____
	SUBTOTAL	_____

COMMENTS _____



<u>CRITERIA</u>	<u>POSSIBLE POINTS</u>	<u>AWARDED</u>
B. <u>Work performance</u> (30 points)		
Facilitates completion of activities on schedule	10	_____

(B. Work performance (30 points) cont.)

Reports and mapping are of a high quality (See attached samples)	10	_____
Number of workshop meetings to be held	10	_____
	SUBTOTAL	_____

NOTE: Information necessary to assess the offeror on this criteria should be gathered by contacting past and current clients.

COMMENTS _____

C. Capacity to perform (10 points)

Staffing level/experience of staff	5	_____
Adequacy of resources	5	_____
	SUBTOTAL	_____

COMMENTS _____

D. Affirmative action (5 points)

Is the proposing firm a small business or minority firm?	5	_____
--	---	-------

TOTAL SCORES

A. Experience	60	_____
B. Work performance	30	_____
C. Capacity to perform	10	_____
D. Affirmative Action	5	_____
	GRAND TOTAL	_____