



Hardin County Purchasing

300 Monroe St. Kountze, Texas 77625

(409) 246-5124

Fax (409) 246-3208

Misty Sims- Purchasing Agent

REQUEST FOR PROPOSALS GRANT ADMINISTRATION AND PLANNING SERVICES

Hardin County is soliciting proposals for grant administration and planning services related to the Local Hazard Mitigation Plans Program (LHMPP) through the Texas General Land Office (GLO) Community Development Block Grant – Mitigation (CDBG-MIT). Please submit an original and 3 copies of your proposal of services and a statement of qualifications for the proposed services to the address below: Hardin County, Attn: Misty Sims, 300 West Monroe Street, Kountze, Texas 77625. Proposals must be received by the County no later than December 2, 2025, at 2:00 p.m. to be considered. The County reserves the right to negotiate with any and all individuals or firms that submit proposals and may award one or more contracts to one or more service provider(s). Section 3 Residents and Business Concerns, Minority Business Enterprises, Small Business Enterprises and Women Business Enterprises, and Labor Surplus Area firms are encouraged to submit proposals. Hardin County is an Affirmative Action/Equal Opportunity Employer. Servicios de traducción están disponibles por petición.

Request For Proposals

GRANT ADMINISTRATION AND PLANNING SERVICES Local Hazard Mitigation Plans Program (LHMPP)

**SEALED PROPOSALS DUE:
December 2, 2025, at 2:00 p.m.**

PART I. GENERAL

Hardin County, hereafter referred to as "County," seeks to enter into an agreement with a qualified Individual, Firm, or Corporation, hereafter referred to as "Respondent," to assist Hardin County in its application(s) for and implementation of one or more contracts, if awarded, from the Local Hazard Mitigation Plans Program (LHMPP) through the Texas General Land Office (GLO) Community Development Block Grant – Mitigation (CDBG-MIT). The County is considering applying for funding for one or more of the following eligible activities:

- **Develop Hazard Mitigation Plan** – Develop a Local Hazard Mitigation Plan that identifies, assesses, and reduces long-term risks to life and property from hazard events, or provide cost share (local match) for funding awarded to do the same from FEMA.
- **Update Hazard Mitigation Plan** – Update a Local Hazard Mitigation Plan within 2 years of expiration or provide cost share (local match) for funding awarded to do the same from FEMA.

Multiple contracts may be awarded as a result of this solicitation. The County will, in its sole discretion, determine the number of contracts awarded and may decide not to award any contracts.

The submission requirements for this proposal are further described in Part II of this Request for Proposal (RFP).

There is no expressed or implied obligation for the County to reimburse responding firms for any expenses incurred in preparing proposals in response to this request. All costs directly or indirectly related to preparation of a response to this RFP, any oral presentation required to supplement and/or clarify a proposal, and/or reasonable demonstrations which may be, at its discretion, required by the County shall be the sole responsibility of and shall be borne completely by the proposer.

To be considered, an original and three (3) hard copies of the proposal must be received by the County on or before December 2, 2025, at 2:00 p.m. Only proposals submitted prior to the deadline for submission will be reviewed by a selection committee consisting of the County staff and/or elected officials. It is the proposer's responsibility to ensure that they receive any and all addenda related to the proposal. It shall be the sole responsibility of the Respondent to ensure that their proposal is received by the County within the time limit indicated. Late proposals will not be considered. It is recommended that you hand-deliver, or send your proposal via FedEx or UPS to ensure it arrives on time.

1. CONTRACT INCORPORATION AND INSURANCE:

The Respondent shall be aware that the contents of the successful proposal will become part of any subsequent contractual document that may arise from this RFP. Failure of a Respondent to accept this condition may result in proposal rejection.

Upon request, the successful vendor must submit proof of meeting necessary insurance requirements within then (10) business days of notification by the County. Failure to respond within (10) business days will be grounds for declaring vendor non-responsive to specifications.

In addition, the Respondent shall obtain and maintain an errors and omissions insurance policy providing a prudent amount of coverage for the willful or negligent acts, or omissions of any officers, employees or agents thereof and shall continue to maintain the insurance policy in full force and effect during the term of an agreement entered into as a result of this solicitation.

2. ATTACHMENTS:

Attachment A is herein made a part of this solicitation:

2.1. Attachment A: Cost Proposal

3. CLARIFICATION:

For questions or clarifications of specifications, you may contact:

Misty Sims
Hardin County Purchasing Agent
misty.sims@co.hardin.tx.us

The individual listed above may be contacted by email for clarification of the specifications only.

4. EX PARTE COMMUNICATION:

Please note that to ensure the fair evaluation of a solicitation, the County prohibits ex parte communication (e.g., unsolicited) initiated by the Respondent to a County representative evaluating or considering the solicitations prior to the time a decision has been made. Communication between Respondent and the County will be initiated by the appropriate County designee to obtain information or clarification needed to develop an accurate evaluation of the solicitation. Ex parte communication may be grounds for disqualifying the offending Respondent from consideration for award.

5. QUALIFICATIONS:

The opening of a solicitation shall not be construed as the County's acceptance of such as qualified and responsive. The County may make reasonable investigations deemed necessary and proper to determine the ability of the Respondent to perform the work, and the Respondent shall furnish to the County all information for this purpose that may be requested. The County reserves the right to reject any offer if the evidence submitted by, or investigation

of, the Respondent fails to satisfy the County that the Respondent is properly qualified to carry out the obligations of the contract and to complete the work described therein. All Respondents shall:

- 5.1. Be firms, corporations, individuals or partnerships normally engaged in the provision of the services as specified herein.
- 5.2. Have adequate organization, facilities, equipment, financial resources and personnel to ensure prompt and efficient service to the County within the time specified, without delay or interference.
- 5.3. Respondent shall identify key project staff, task leaders and sub-contractors along with their expected services to the County within the scope of work on behalf of the firm. Resumes shall be included for each of the individuals and sub-contractors referenced which demonstrate their qualifications to satisfy all the critical and service requirement areas. The County reserves the right to approve or disapprove all sub-contractors.
- 5.4. Respondent shall give a past history and references in order to satisfy the County in regard to the respondent's qualifications.
- 5.5. Respondent is independent and licensed to do business in Texas.
- 5.6. No conflict of interest with regard to any other work performed by the firm for the County.
- 5.7. Demonstrate experience and performance on comparable government engagements.
- 5.8. Quality of respondent's professional personnel to be assigned and the quality of management and support personnel to be available for technical consultation.
- 5.9. Adequacy of proposed staffing plan for various segments of the engagement.

6. EVALUATION AND CRITERIA:

The County reserves the right to reject any or all responses or to waive any irregularities or informalities in the response received at the sole discretion of the County.

All solicitations received will be evaluated using the following criteria:

Cost of Grant Administration and Planning services offered	10 pts
Respondent's demonstrated experience and capacity to provide the services	30 pts
Respondent's methodology, work plan, and timeline (technical approach)	30 pts
Thoroughness and clarity of response to RFP	30 pts
Total	100 pts

7. AGREEMENT TERM:

- 7.1. The initial term of the resulting agreement shall be for the full length of time required for applying for grant funds, completing all project tasks and administering any

grant funds received until the grant closeout process is finished, beginning on the effective date. The agreement is expected to last for a period of up to twenty-seven (27) months, including three (3) months to apply for and secure grant funding from the GLO's LHMPP program followed by up to twenty-four (24) months for completing the project tasks and administering the grant funding once it has been awarded; however, the period will be extended for the entire length of time necessary to complete the grant closeout process.

- 7.2. The County reserves the right to review the Respondent's performance at any time.
- 7.3. If the Respondent fails to perform its duties in a reasonable and competent manner, the County shall give written notice to the Respondent of the deficiencies and the Respondent shall have thirty (30) days to correct such deficiencies. If the Respondent fails to correct the deficiencies within the thirty (30) days, the County may terminate the agreement at any time or letter of engagement by giving the Respondent written notice of termination and the reason for the termination. The County will reimburse for work performed to date.

8. AWARD:

The County reserves the right to enter into an Agreement or a purchase order with a single award, split awards, non-award, or use any combination that best serves the interest and at the sole discretion of the County. Award announcement will be made upon Commissioners Court approval of Selection Committee recommendation.

PART II. PROPOSAL SUBMISSION

1. **SOLICITATION UPDATES:**

Respondents shall be responsible for monitoring the County's website for any updates pertaining to the solicitation described herein. Various updates may include addenda, cancelations, notifications, and any other pertinent information necessary for the submission of a correct and accurate response. The County will not be held responsible for any further communication beyond updating the website.

2. **PROPOSAL DUE DATE:** Signed and sealed proposals are due no later than December 2, 2024, 2:00 p.m.

3. Mailed, carrier-delivered, or hand-delivered sealed proposals should be directed to the following address:

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

- 3.1. Sealed responses shall be clearly marked on the outside of packaging with the Solicitation Title, Due Date and "SEALED PROPOSAL."
 - 3.2. Late responses will be returned to Respondent unopened if a return address is provided.
4. To achieve a uniform review process and obtain the maximum degree of comparability, the responses shall be organized in the manner specified below. Sealed responses shall be clearly marked on the outside of packaging with the Solicitation title, due date and "**SEALED PROPOSAL.**" Responses shall be clear and concise and shall include at a minimum:

- 4.1. Title page, transmittal letter, index or table of contents, dividers for each section and all required attachments.
- 4.2. A separate cost proposal page.

The Respondent shall submit an original and three (3) hard copies.

If supplemental materials are included with the Response, each submission shall include such supplemental materials. The Response and accompanying documentation are the property of the County and will not be returned.

- 4.3. Letter of Transmittal – Identify the services for which solicitation has been prepared.

4.3.1. Briefly state your firm's understanding for the services to be performed and make a positive commitment to provide the services as specified.

4.3.2. A statement of affirmation warranting compliance with State of Texas laws with respect to foreign (non-state of Texas) corporations.

4.3.3. A statement of affirmation warranting responsibilities shall not be delegated or subcontracted without prior written permission of the County.

4.3.4. A statement why the firm believes itself to be best qualified to perform the engagement and a statement that the response is a firm offer for the period stated.

4.3.5. Provide the name(s) of the person(s) authorized to make representations for the firm, their titles, address, telephone numbers and e-mail address.

4.3.6. The letter of each solicitation shall be signed by a corporate officer or other individual who has the authority to bind the firm. The name and title of the individuals(s) signing the solicitation shall be clearly shown immediately below the signature.

4.4. Table of Contents – Clearly identify the materials by Tab and Page Number.

4.5. Previous Performance/Experience – Provide detailed information on firm and team experience with providing consultant services as described in the Scope of Work.

4.5.1. Respondent shall provide information on the circumstances and status of any disciplinary action taken or pending against the Respondent during the past three (3) years with state regulatory bodies or professional organizations.

4.5.2. List at least three (3) references. Indicate the scope of work, date, and the name and telephone number of the principal client contact.

4.5.3. List at least three (3) projects relevant to the performance of the proposed services under this RFP.

4.6. Available Resources and Respondent Location – Provide information on size, resources and business history of the firm.

4.6.1. Respondent shall state the size of the firm, the size of the Respondent's grant administration staff and planning staff, the location of the office from which the work on this engagement is to be performed and the number and nature of the professional staff to be employed in this engagement on a full-time basis and the number and nature of the staff to be so employed on a part-time basis.

4.6.2. If the Respondent is a joint venture or consortium, the qualifications of each firm comprising the joint venture or consortium shall be separately identified and the firm that is to serve as the principal grant administrator and principal planning services administrator shall be noted, if applicable.

4.7. Qualifications – Respondent shall identify the project team and provide statement of qualifications for those individuals to include education, professional registrations and areas and years of service in the respective field.

4.7.1. Identify and provide a resume for the principal supervisory and management staff, including engagement partners, managers, subcontractors, other supervisors and specialists, who would be assigned to the engagement. Provide information on the grant administration and/or planning experience of each person, including information on relevant continuing professional education for the past three (3) years and membership in any professional organizations relevant to the performance of the grant administration and/or planning services.

4.8. Methodology – Respondent shall define the method and approach to be used. The Response shall set forth a work plan, including an explanation of the grant administration and planning services methodology to be followed to perform the services. In developing the work plan, reference shall be made to related materials, County service and programs, and financial and other management information systems.

4.9. Timeline – Respondent shall provide a detailed schedule of the complete project as per the specifications contained herein.

4.10. Cost Proposal - Respondent shall include the cost proposal within "Attachment A" to provide services as described herein. The cost proposal must contain all pricing information relative to performing the grant administration and planning services (listed as two separate fees) as described in this request for proposals. The total all-inclusive maximum price to be proposed is to contain all direct and indirect costs.

PART III. SPECIFICATIONS

1. **SCOPE OF WORK:**

The Respondent shall provide the following grant administration and planning services to the County:

Respondent shall provide to the County administration and planning services in support of Local Hazard Mitigation Plans Program (LHMPP) qualified and funded projects and for all LHMPP grant awards provided to the County for qualified projects. Respondents must be qualified to provide grant administration and planning services in compliance with the U.S. Department of Housing and Urban Development ("HUD") and guidelines issued by the Texas General Land Office (GLO).

2. **DESCRIPTION OF SERVICES:**

Respondent must be able to perform the tasks listed herein or have the resources to partner with other qualified firms to be considered eligible for an award under this Solicitation. Respondents shall provide a detailed narrative of their experience as it relates to each of the items below. Respondents shall clearly indicate if they intend to provide services in-house with existing staff or through subcontracting or partnership arrangements. The Respondent shall furnish pre-funding and post-funding grant administrative and planning services to complete the LHMPP projects, including, but not limited to the following:

Pre-Funding Services

The Respondent will develop project scope, timelines, goals, metrics, and deliverables for LHMPP qualified projects and a complete LHMPP Grant application. The provider will work with County Staff and Engineering, as applicable, to provide the concise information needed for submission of a complete LHMPP funding application and related documents. The required information shall be submitted in the format required by the GLO. All payment for grant administration and planning services is contingent upon the County being awarded funding through the LHMPP.

Post-Funding Services

Respondent will provide planning services for projects approved for funding under the CDBG-LHMPP Grant. The Respondent will serve as project manager and complete all project deliverables as identified in the scope of work and the grant agreement within the timeframe required by the GLO. Respondent will administer and complete all financial, project deliverable, and administrative reporting requirements for all eligible projects approved for LHMPP funding. The selected Respondent must follow all requirements of the Texas GLO Local Hazard Mitigation Plans Program including, but not limited to the following:

A. Grant Administration Services - General

- i. Coordinate, as necessary, between subrecipient and any other appropriate service providers (i.e. Engineer, Environmental, etc.), contractor, subcontractor and GLO to effectuate the services requested.
- ii. Assist in public hearings.
- iii. Work with GLO's system of record.
- iv. Provide monthly project status updates.
- v. Funding release will be based on deliverables identified in the contract.
- vi. Maintain document files to support compliance.
- vii. 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 disaster recovery funds.
- viii. Implementation and coordination of Affirmatively Furthering Fair Housing ("AFFH") requirements as directed by HUD and the GLO.
- ix. Implementation and coordination of Section 504 requirements.
- x. Program compliance with Texas General Land Office requirements.
- xi. Ensure that fraud prevention and abuse practices are in place and implemented.
- xii. Prepare and submit all closeout documents.
 - a. Submit all invoices no later than 60 days after the expiration of the contract.
- xiii. Assist in preparation of contract revisions and supporting documents including, but not limited to:
 - a. Amendments/modifications
 - b. Change orders.

B. Planning Services – Local Hazard Mitigation Plan

- i. Develop and provide deliverables in accordance with GLO Performance Requirements including all elements and standards that must be met within time period specified by GLO for each activity.
- ii. Establish and define timelines, goals, and objectives necessary to complete activities within time period prescribed by the GLO.
- iii. Provide final reports for Commissioners Court review, approval, and/or adoption as required to comply with program requirements.
- iv. Perform document control and management for all LHMPP funded projects
- v. Develop communications strategy including robust community engagement efforts (workshops, surveys, marketing, etc.) and support/assist the County in carrying out such activities.
- vi. IT oversight as required.
- vii. Coordinate with local and regional planning efforts to ensure consistency, and promote community-level and/or regional (e.g., multiple local jurisdictions) mitigation planning.

- viii. Other support and consulting functions as required to carry out approved LHMPP projects.
- ix. Assist with hazard identification, hazard mapping, and vulnerability assessment.
- x. Assist the community in the implementation and incorporation of the plans' goals into other local planning processes, such as a Comprehensive Plan, or other local by-laws and ordinances.
- xi. Create an implementation schedule with procedures for ensuring the plans' implementation, updating and revision every 5 years.
- xii. Work with participating communities for the adoption of the plan by the communities' governing bodies.
- xiii. Submit the adopted plan to TDEM on or before the termination date for initial review and forward to FEMA/Region for final review and approval.

The County reserves the right to select a single firm/individual to provide any or all of the tasks in this scope of work or County may choose to select multiple firms/individuals as a result of this RFP.

3. GRANT DOCUMENT RETENTION AND ACCESS TO GRANT DOCUMENTS:

All grant documents, including but not limited to applications, procurement documents, deliverables, progress reports, and closeout documents shall be retained, at the successful Respondent's expense, for a minimum of three (3) years from closeout of the program by the GLO, unless the firm is notified in writing by the County to extend the retention period. The successful Respondent shall make grant documents accessible, upon request, to the following parties or their designees:

- 3.1. County staff and elected officials
- 3.2. State or Federal Grant Agencies
- 3.3. State of Texas General Land Office
- 3.4. U.S. Department of Housing and Urban Development
- 3.5. Parties designated by the federal or state governments or by the County as part of a grant monitoring process
- 3.6. Auditors of entities of which the County is a subrecipient of grant funds.
- 3.7. County auditors

4. DELIVERABLES:

The successful Respondent shall provide, but not be limited, to the County the following deliverables:

- 4.1. A complete LHMPP grant application (all other deliverables are contingent upon the application being approved for an LHMPP Grant by the GLO).

- 4.2. All deliverables required by the GLO to meet all performance requirements of each LHMPP approved activity/project.
- 4.3. The required documents for the milestones that must be met in order to receive the reimbursement draws from the GLO.
- 4.4. A project closeout submittal for each LHMPP activity as required by the GLO.

ATTACHMENT A

RESPONDENT PROPOSED FEES FOR SERVICES

PLEASE COMPLETE AND RETURN THIS FORM AS DESCRIBED IN PART II.

RESPONDENT'S NAME: _____ **DATE:** _____

GRANT AWARD	PROPOSED FEE FOR GENERAL ADMINISTRATION SERVICES	PROPOSED FEE FOR PLANNING SERVICES
\$25,000		
\$30,000		
\$35,000		
\$40,000		
\$45,000		
\$50,000		
\$55,000		
\$60,000		
\$65,000		
\$70,000		
\$75,000		
\$80,000		
\$85,000		
\$90,000		
\$95,000		
\$100,000		

LIST ANY SERVICES OR COSTS NOT INCLUDED IN PROPOSED FEES:

**FAILURE TO PROVIDE THE REQUIRED INFORMATION WITH THE SOLICITATION RESPONSE MAY
AUTOMATICALLY DISQUALIFY THE RESPONSE FROM CONSIDERATION FOR AWARD.**

**Grant Administration and Planning Services
Local Hazard Mitigation Plans Program (LHMPP)
Rating Sheet**

Sub-grantee _____

Date of Rating _____

Name of Respondent _____

Evaluator's Name _____

Cost of Grant Administration and Planning services offered

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
A = Lowest Proposal \$ _____		
B = Bidder's Proposal \$ _____		
A ÷ B X 20 equals Respondent's Score		
Subtotal, Experience	10	

Respondent's demonstrated experience and capacity to provide the services

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

Respondent's methodology, work plan, and timeline (technical approach)

<u>Comments:</u>	<u>Max.Pts.</u>	<u>Score</u>
Subtotal, Capacity to Perform	30	

Thoroughness and clarity of response to RFP

<u>Comments:</u>	<u>Max.Pts.</u>	<u>Score</u>
Subtotal, Proposed Cost	30	

TOTAL SCORE

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
☐ Cost of Grant Administration and Planning services offered	10	
☐ Respondent's demonstrated experience and capacity to provide the services	30	
☐ Respondent's methodology, work plan, and timeline (technical approach)	30	
☐ Thoroughness and clarity of response to RFP	30	
Total Score	100	

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

OFFICE USE ONLY

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.

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 is _____, _____, _____, _____, _____.
(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



Solicitation for Bid/Request for Proposal

Hardin County, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidden that it will affirmatively insure that in any contact entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

ATTACHMENT B, APPENDIX A

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

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

interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

ATTACHMENT B, APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252). (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended. (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).