



Request for Proposals

American Rescue Plan Act

State and Local Fiscal Recovery Funds for

Affordable Housing Development

Released May 2, 2023

Introduction

Tarrant County is seeking proposals to increase the number of units of affordable housing available for people experiencing homelessness, including permanent supportive housing (PSH), supportive housing (SH), and deeply affordable housing. The effort is one component of the County's [American Rescue Plan Act \(ARPA\) State and Local Fiscal Recovery Funds \(SLFRF\)](#) program.

All organizations responding to this Request for Proposals (RFP) must submit their proposal(s), including completed and signed Proposal Summary Form (Exhibit A), Statement of Certification (Exhibit B), and Compliance with State Law and Federal Law, Regulations and Executive Orders (Exhibit C), [via email](#) as outlined in this RFP.

Background

The SLFRF program provides substantial flexibility for each jurisdiction to meet local needs within the four separate eligible use categories: (1) Replacing lost public sector revenue; (2) public health and economics impacts; (3) premium pay for essential work; and (4) water, sewer, and broadband infrastructure. Affordable housing falls under public health and economics impacts.

The Tarrant County Commissioners Court, the governing body of Tarrant County, will ensure the resources provided through the SLFRF program are expended in the most effective, efficient, and equitable manner possible.

The Tarrant County Administrator's Office will administer this RFP on behalf of Tarrant County.

More information about ARPA funding, including policy guidance, applicable laws and regulations, frequently asked questions (FAQs), and other useful information can be found online: [U.S. Treasury ARPA SLFRF Resources](#).

Timeline

Milestone	Deadline
Call for proposals opens	May 2, 2023
Last day to submit questions	May 15, 2023
Responses to questions posted on website	May 19, 2023
Proposals due	June 16, 2023 (5 p.m. CST)

Eligible Activities

Tarrant County will fund eligible activities in accordance with the [SLFRF Final Rule](#) and as outlined in this RFP. Proposals must address how the eligible activities will respond to the negative impacts of COVID-19 and ensure the needs of impacted residents are met with an equitable outcome. Only complete proposals for developments of affordable housing units meeting the definitions provided below will be considered. All developments must be within Tarrant County.

Supportive Housing is defined as medium- to long-term rental assistance coupled with case management for the same term. Housing is expected to be low barrier for households who qualify, especially those with a disability. Based on local need, supportive housing should be primarily efficiency or one- (1-) bedroom housing units.

Deeply Affordable Housing is defined as housing units for households that have earned income but have experienced homelessness due to the inability to pay market rent. No rental subsidy is required for these housing units; however, rent and utilities should not exceed more than 30 percent of the household's income. Based on local need, deeply affordable housing should be an appropriate mix of efficiency, one- (1-) bedroom, and multi-bedroom housing units.

Permanent Supportive Housing is defined as long-term rental assistance coupled with case management for the same term. Housing is expected to be low barrier for households that qualify, especially those experiencing chronic homelessness. Based on local need, permanent supportive housing should be primarily efficiency or one- (1-) bedroom housing units.

Proposals are being solicited for the following Eligible Activities:

- New construction of affordable and attainable housing (single-family or multifamily)
- Acquisition and rehabilitation to preserve affordable and attainable housing (single-family or multifamily)
- Conversion of an existing structure from another use to affordable rental housing
- Project-related soft costs as reasonable and necessary (e.g., architecture, engineering)

Development teams are responsible for identifying operating and supportive services funds; neither are part of this RFP.

All development teams are advised to view the U.S. Treasury's [Reporting and Compliance Guidance](#) for additional information specific to eligible uses in reporting, required programmatic data, project expenditure reporting requirements, and any other required information as well as applicability of the Uniform Guidance.

Ineligible Uses

In accordance with guidance issued by the U.S. Treasury, development teams must not use funds for programs or capital expenditures that undermine any effort to stop the spread of COVID-19; to violate the conflict-of-interest requirements to include a violation of ethics; and must ensure that funds will not be used for costs that will be reimbursed by other federal or state funding streams.

In addition, development teams should be aware of federal, state, and local laws outside of program requirements. For example, federal civil rights and nondiscrimination laws that prohibit discrimination based on race, color, national origin, sex (including orientation and gender identity), religion, disability, age, or familial status (including having children), and any applicable environmental laws, must be followed.

Coordinated Entry

Eligible households for the affordable housing development priorities described above are referred through the Tarrant County Homeless Coalition (TCHC), the lead Continuum of Care (CoC) Agency for Tarrant County, through Coordinated Entry. Coordinated Entry is a centralized assessment process that helps communities ensure assistance is allocated as effectively as possible. More information on Coordinated Entry can be found here: [Coordinated Entry – Tarrant County Homeless Coalition \(ahomewithhope.org\)](https://ahomewithhope.org).

Monitoring

Tarrant County will conduct monitoring reviews in accordance with the aforementioned [Compliance and Reporting Guidance](#). Tarrant County may contract additional reporting requirements in alignment with Audit, Budget, and Risk Management departments. Development teams must cooperate fully in any review conducted by Tarrant County, its authorized representatives, and/or the federal government.

Funding Details and Awards

Tarrant County reserves the right to reject proposals for any reason and/or may choose to fund only parts of a proposal and/or may offer less than the requested amount. If development stalls, Tarrant County reserves the right to reallocate funding from one proposal to another to meet spending deadlines.

All grant funding will be paid on a reimbursement basis. Specific grant terms for selected proposals will be negotiated based on an underwriting review and outlined in a Subrecipient Agreement.

Additional Considerations

Please note this is not a comprehensive list of all project requirements; however, it does provide guidance on some common components.

- Development applications must be site-specific as funds cannot be committed without an address.
- In certain cases, a preliminary or firm financing commitment from a private lender or other financing source may be required prior to award.
- Comply with all Federal and State regulations, including Davis-Bacon and Related Acts

Compliance and Monitoring

- Developments that involve temporary relocation must meet the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970. Projects requiring permanent relocation will not be considered for funding.
- Acquisition and/or rehabilitation of existing housing developments are subject to lead-based paint testing, particularly in units built prior to 1978.
- Organizations must be prepared to meet the following conditions and execute a contract including, but not limited to these provisions:
 - Certify that their insurance coverage is in accordance with Texas law and such coverage will remain in effect throughout the period of the contractual agreement.
 - Agree to maintain financial records in accordance with Generally Accepted Accounting Principles (GAAP), to substantiate all expenditures made in connection with this proposal and/or amendments.
 - Agree to be responsible for submitting all programmatic and fiscal reports as well as maintaining all records and reports and making them available for monitoring.
 - Certify that their organization will comply with all federal, state, and local laws and services will be rendered without discrimination.
 - Demonstrate evidence of organizational and financial stability and the ability to fund eligible activities prior to seeking reimbursement.

Contents of the Proposal

To receive full consideration for funding, proposals must include Exhibits A, B, and C included in this document, and must clearly address all subjects outlined under Selection Criteria, below. All proposal documents must be combined into a single pdf emailed in a zip file (under 30mb) to:

ARPAinfo@tarrantcountytexas.gov no later than 5:00 pm CST on June 2, 2023.

The organization must be available to present the proposal to Tarrant County staff if requested.

Selection Criteria

All proposals will be evaluated based on the criteria outlined below. Please ensure each of these items are addressed in the proposal narrative. Development teams are encouraged to include maps, site plans, elevations, photos, qualitative and quantitative data, as well as letters of support in their proposals.

Financial Feasibility – 20 Points

Proposals should provide a market analysis specific to the property. Sources and uses of funds should be identified and be efficient in use of SLFRF funds. Budgets should be detailed and clearly identify any funding shortfalls. The proforma should be reasonable and include contingencies as expected or necessary. Operating income and expenses, including rental rates and necessary services for permanent supportive housing; debt coverage ratio, and anticipated operating and maintenance reserves should be detailed for the entire affordability period of 20 years.

Proposals should include a minimum of 25% matching funds. Additional points will be awarded, and prioritization will be given, to projects with a matching commitment of 40% or greater.

Development teams should describe what the implications would be if the proposal does not receive full funding as presented, including whether the development would move forward. Additionally, development teams should describe how unexpected costs will be covered and/or remedied.

Quality of Development – 15 Points

Tarrant County is seeking proposals for safe, high-quality, affordable housing development that compliments the community, existing assets, and neighborhoods and serves eligible and priority populations. The development should be in a [Qualified Census Tract \(QCT\)](#) or other area affected by the COVID-19 pandemic, if possible. The development should be well-designed, aesthetically pleasing, and “fit” the neighborhood. Choice of materials, amenities, environmental sustainability, and energy efficiency should be considered. Development teams should describe the development in detail, including number of units, how many are affordable, and affordability type.

Development teams should include organizational charts, staff resumes, leadership (including Boards of Directors), and operating budgets of each partner entity involved in the project, including management if different from the owner.

Community Impact – 15 Points

The development must demonstrate a positive impact on the community. Distance to public transit, high quality schools, grocery stores, parks, services, and other amenities provided on site should be evidenced. How the development will address health and education disparities, increase access to opportunity, and build a stronger community through an investment in the neighborhood should be detailed.

Economic and Community Inclusion (e.g., DBEs/HUBs) – 15 Points

Tarrant County is committed to promote full and equal business opportunity for all businesses to supply the goods and services needed to support the mission and operations of county government and seeks to encourage the use of certified historically underutilized businesses (HUBs), also known as disadvantaged business enterprises (DBEs). It is the policy of Tarrant County to involve certified HUBs to the greatest extent feasible in the procurement of goods, equipment, services, and construction projects while maintaining competition and quality of work standards.

Commissioners Court has established a 20 percent (20%) good faith target goal for Tarrant County. Development teams should outline how they will meet this target in their proposal.

Development Capacity and Experience with Federal Funds – 10 Points

Tarrant County is seeking proposals showcasing extensive affordable housing experience, especially serving people experiencing homelessness, with projects that were delivered on-time and on budget. A summary of past projects is welcomed and encouraged. Development teams should have adequate capacity with diverse skill sets. Tarrant County is looking for development teams that have a strong interest in becoming part of the community and long-term ownership and management is expected.

Community Participation – 10 Points

Development teams are required to communicate with Tarrant County residents, neighborhood organizations, community members, elected officials, city staff, Tarrant County staff, and other partner agencies throughout the process. Development teams should outline how they will meet this objective.

Project Readiness – 10 Points

Tarrant County requires that all projects commence within 90 days of the commitment date. Developments must be completed within two (2) years and if not, any awarded funds must be repaid to Tarrant County. To ensure timeliness, development teams should evidence:

- Site control (includes option)
- Appropriate zoning and/or plans for a zoning change
- Complete preliminary project design
- City Council support
- Neighborhood support
- Secured financing and demonstrate how funding is leveraged
- Secured rental assistance and/or supportive services (if applicable)
- Compliance with National Environmental Policy Act (NEPA) and related laws and regulations, including airport hazards, flood zones, contamination and toxic substances, endangered species, explosives and flammable materials, historic preservation, noise abatement and control, and related

Proposals should clearly indicate how each of these objectives has been met and anticipate any potential roadblocks to readiness.

Community Collaboration – 5 Points

Development teams are encouraged to partner with community organizations, local partners, and service providers. Development teams should describe the organizations and formal partnerships and/or agreements in place that will ensure long-term success of the proposed development.

Invalid Proposals

Submission of proposals from all qualified applicants is encouraged. Proposals will be automatically rejected for any of the following:

- Proposed project is not an eligible activity
- Development team is not in good standing with local governments
- Development team has unresolved monitoring issues or has been found to be in noncompliance with any federal, state, or local grant or loan program requirements in the last five (5) years
- Proposal is incomplete or does not meet the submission requirements
- Proposal includes false, misleading, or inaccurate information

Requested Documents

Proposals should include the following:

1. Request Summary Form (Exhibit A)
2. Statement of Certification (Exhibit B)
3. Compliance with State Law and Federal Law, Regulations and Executive Orders Form (Exhibit C)
4. Project narrative (include all information under Selection Criteria)

5. Most recent audited financial statements
6. Organization Officers (names, address, position held)
7. Organization Board of Directors (name, address, position held, current employer)
8. Development Proforma
9. Development Team Resumes
10. Site Plan and Elevations
11. Agreement for rental assistance and/or supportive services
12. Elevations
13. Letters of Support
14. Other documents

Additional Information

The applicant certifies by submission of their proposal that neither it nor its principals are presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal, state, or local department or agency. The online debarred list can be found on the System Award Management (SAM) website: <https://sam.gov>. Any agencies currently out of compliance with any Tarrant County contracts are ineligible to apply.

Questions

Questions regarding this RFP should be directed to ARPAinfo@tarrantcountytx.gov. The last day to submit questions for the first round of funding is May 15, 2023. Answers will be posted on the [Tarrant County Recovery](#) website by May 19, 2023.

Exhibit A | Proposal Summary Form

Please type your responses into the chart below

Organization Name	
Organization Address	
Organization Unique Entity Identifier (UEI)	
Organization Tax ID #	
Contact Name, Title	
Contact Email	
Contact Phone	
Date of Application Submittal	
Project Type/Brief Description	
Development Address	
City Council District/Commissioners Court Precinct	
Total Project Cost/Proposal Budget	
Federal Funding Request (% of Proposal Budget)	
Uses of SLFRF Funding	
Proposal Timeline, incl. Start Date	
# Households Assisted (i.e., # of Housing Units funded by SLFRF)	

Exhibit B | Statement of Certification

I hereby certify that all statements I have provided on this application and in the attachments herein are true; that I am authorized to sign this application and to make these statements on behalf of the applicant organization and that the organization understands that any representation which leads to the improper allocation and expenditure of public funds may result in legal action against the organization for retrieval of any such funds and appropriate penalties.

Signature

Title

Printed Name

Date

Exhibit C | Compliance with State Law and Federal Law, Regulations and Executive Orders

Compliance with all items on the following form, as applicable, are required and a signature is required on the last page.

1. **CLEAN AIR ACT.** If this Agreement is in excess of \$150,000, VENDOR must comply with the following:
 - a. VENDOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
 - b. VENDOR agrees to report each violation to COUNTY and understands and agrees that COUNTY will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
 - c. VENDOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA or other Federal funds.

2. **FEDERAL WATER POLLUTION CONTROL ACT.** If this Agreement is in excess of \$150,000, VENDOR must comply with the following:
 - a. VENDOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
 - b. VENDOR agrees to report each violation to COUNTY and understands and agrees that COUNTY will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
 - c. VENDOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA or other Federal funds.

3. **SUSPENSION AND DEBARMENT.**
 - a. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. VENDOR certifies that VENDOR, VENDOR's principals (defined at 2 C.F.R. Sec. 180.995), or its affiliates (defined at 2 C.F.R. Sec. 180.905) are not excluded (defined at 2 C.F.R. Sec. 180.940) or disqualified (defined at 2 C.F.R. Sec. 180.935).
 - i. C.F.R. Sec. 180.905) are not excluded (defined at 2 C.F.R. Sec. 180.940) or disqualified (defined at 2 C.F.R. Sec. 180.935).
 - b. VENDOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - c. This certification is a material representation of fact relied upon by COUNTY. If it is later determined that VENDOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, in addition to remedies available to COUNTY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - d. VENDOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2

C.F.R. pt. 3000 during the term of this Agreement. VENDOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

- e. All eligible recipients are required to have an active registration with the System for Award Management ("SAM") (<https://www.sam.gov>) pursuant to 2 CFR Part 25.

4. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. Sec. 1352 (as amended). If VENDOR applied or bid for an award of \$100,000 or more, VENDOR shall file the required certification in Addendum A. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. Sec. 1352. Each contracting tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

5. DAVIS-BACON ACT (PREVAILING WAGE). If this Agreement is a prime construction contract in excess of \$2,000, the VENDOR (and its Subcontractors) must comply with the Davis-Bacon Act as codified in 40 U.S.C. §§ 3141-3148 and as supplemented by Department of Labor Regulations in 29 C.F.R. Part 5. During performance of this Agreement, VENDOR agrees as follows:

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C §§ 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. Part 5 as may be applicable. The VENDOR shall comply with 40 U.S.C. §§ 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. part 5 as applicable.
- b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- c. Additionally, contractors are required to pay wages not less than once a week.

6. COPELAND "ANTI-KICKBACK" ACT. If this Agreement is a contract for construction or repair work in excess of \$2,000 where the Davis-Bacon Act applies, VENDOR must comply with the Copeland "Anti-Kickback" Act as codified in 40 U.S.C. § 3145, which prohibits the VENDOR and subrecipients from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled, and during performance of this Agreement, the VENDOR agrees as follows:

- a. VENDOR. The VENDOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts. The VENDOR or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

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

7. PROCUREMENT AND RECOVERED MATERIALS.

- a. In the performance of this Agreement, VENDOR will use its best effort to make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired – (i) competitively within a timeframe providing for compliance with the contract performance schedule; (ii) meeting contract performance requirements; or (iii) at a reasonable price.
- b. Information about this requirement, along with the list of EPA-designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- c. VENDOR also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.
- d. To the greatest extent practicable, VENDOR shall provide a preference for the purchase, acquisition, or use of good, products, or materials produced in the United States, including but not limited to iron, aluminum, steel, cement, and other manufactured products. The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
 - 1. For purposes of this section:
 - A. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - B. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

8. CIVIL RIGHTS.

- a. VENDOR agrees to comply with state and federal anti-discrimination laws, including:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.);
 - ii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
 - iii. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.);
 - iv. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
 - v. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);

- vi. Food and Nutrition Act of 2008 (7 U.S.C. §2011 et seq.); and
 - vii. The System Agency's administrative rules, as set forth in the *Texas Administrative Code*, to the extent applicable to this Agreement.
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- b. VENDOR agrees to comply with all amendments to these laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any service or other benefit provided by Federal or State funding, or otherwise be subjected to discrimination.
 - c. VENDOR agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. Civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. VENDOR agrees to take reasonable steps to provide services and information, both orally and in writing and electronically, in appropriate languages other than English, to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.
 - d. In particular, VENDOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. VENDOR 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. VENDOR 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.
 - e. VENDOR will, in all solicitations or advertisements for employees placed by or on behalf of VENDOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - f. VENDOR will send to each labor union or representative of workers with which it 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.
 - g. VENDOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

- h. VENDOR 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 its 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.
- i. In the event of VENDOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- j. VENDOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. VENDOR 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.

9. COMPLIANCE WITH CONTRACT WORK HOURS AND SAFETY STANDARDS ACT.

- a. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- c. Withholding for unpaid wages and liquidated damages. PROVIDER shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other

Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

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

10. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

- a. VENDOR is prohibited from obligating or expending loan or grant funds to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- b. As described in Public Law 115-232, section 889, "covered telecommunications equipment" means any of the following:
 - 1. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
 - 2. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
 - 3. Telecommunications or video surveillance services provided by such entities or using such equipment; or
 - 4. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

11. EQUAL OPPORTUNITY CLAUSE. If this Agreement is a “federally assisted construction contract” as defined in 41 C.F.R. Part 60-1.3, and except as otherwise may be provided under 41 C.F.R. Part 60, then during the performance of this Agreement, the VENDOR 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 by the contracting officer 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 consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- d. The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, 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, 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 the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting 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 non-compliance with the nondiscrimination clauses of this contract or with any of such 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 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 provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

12. DEFAULT.

In the event of a substantial failure by either Party to perform in accordance with the terms hereof, the non-defaulting Party may terminate this Agreement upon thirty (30) days' written notice setting forth the nature of the failure (the termination shall not be effective if the failure is fully cured prior to the end of the thirty-day period), provided that said failure is through no fault of the non-defaulting Party.

Signed & Certified By:

Printed Name

Title

Name of Vendor Company

Date Signed & Certified

Enter your SAM Unique Entity ID: _____

If you do not have a SAM Unique Entity ID, you will need to provide one prior to award.

Addendum A | Byrd Anti-Lobbying Certification

Contractor must complete this certification if the purchase will be paid for in whole or in part with funds obtained from the federal government and the purchase is greater than \$100,000.

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, [_____], certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official