

Request for Qualifications (RFQ) for Engineering/Architectural Services - Cover Letter

July 25, 2025

Re: Proposed FEMA Public Assistance (PA)/Hazard Mitigation Assistance (HMA) Program Funding Support

Dear Service Providers:

Request for Qualifications for pre-award and post-award engineering/architectural services for FEMA PA/HMA contract(s), if awarded, from the Federal Emergency Management Agency, Texas Division of Emergency Management (TDEM) *if applicable*, Texas Water Development Board (TWDB) *if applicable* or other funding sources.

City of Spring Branch is eligible for and may consider applying for funding of eligible activities under the following programs:

- Public Assistance (PA)
- Hazard Mitigation Grant Program (HMGP)
- Flood Mitigation Assistance Grant Program (FMA)
- Other mitigation funding sources used in conjunction with the programs above.

Multiple contracts may be awarded as a result of this solicitation. The City of Spring Branch will consider dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.

The submission requirements for this SOQ are included in the attached Request for Qualifications (RFQ) form. Please submit a Statement of Qualifications ("SOQ") to:

Terrie Barnes City Clerk

City of Spring Branch POBox 1143 Spring Branch. Tx 78070

Email address: cityclerk@cityofspringbranch.org

The deadline for submission of SOQs is 2pm, on August 12, 2025. It is the responsibility of the submitting entity to ensure that the SOQ is received in a timely manner. SOQs received after the deadline will not be considered for award, regardless of whether or not the delay was outside the control of the submitting provider. The City of Spring Branch reserves the right to negotiate with any and all service providers submitting timely SOQs.

City of Spring Branch is an Affirmative Action/Equal Opportunity Employer. Section 3 Residents, Minority Business Enterprises, Small Business Enterprises, Women Business Enterprises, and Labor Surplus Area firms are encouraged to submit SOQs.

Sincerely,

Terrie Barnes City Clerk

RFQ for Engineering/Architectural Services

The City of Spring Branch is seeking to enter into an engineering/architectural services contract with a state-registered engineer/architect to assist the City of Spring Branch in pre-award and post-award engineering/architectural services of its proposed FEMA PA/HMA project(s), if funded by FEMA through TDEM and/or TWDB. The City of Spring Branch intends to seek funding in support of eligible mitigation projects under one or more of the following programs:

- Public Assistance (PA)
- Hazard Mitigation Grant Program (HMGP)
- Flood Mitigation Assistance Grant Program (FMA)
- Other related mitigation funding sources, if not separately procured

The following outlines the request for qualifications.

1. Scope of Work- A sample detailed Scope of Work provided by FEMA for FEMA PA/HMA engineering/architectural services is enclosed in this packet (*See below*). The [engineering/architectural] contract will encompass all pre-award and post-award [engineering/architectural] services to the City of Spring Branch under its FEMA PA/HMA program project(s). The Contractor shall provide the following scope of services:

Note, this Scope of Services is for this Agreement only and may not reflect all services described in the Request for Qualifications under which these services were procured. As stated in the RFQ, other Agreements may be entered into between the City of Spring Branch and the Firm that cover additional services, or other services may be added to this Agreement at a later date if amended by both parties. The City of Spring Branch intends that this Agreement cover a scope of services that will produce reports, drawings, budgets, and other documents to support the City of Spring Branch's Request for Public Assistance (PA) from FEMA and the resulting Project Worksheets (PWs) it will submit for PA restoration categories C, D, E, F, and G: roads and bridges, water control facilities, buildings and equipment, utilities, parks, recreational, and other facilities; and which may include Section 406 Hazard Mitigation activities. The Firm shall perform the following tasks:

A. General:

- a. Provide engineering technical assistance to identify potential eligible projects for project formulation and funding by developing project scope requirements (see for example FP 104-009-2 PA Program and Policy Guide 2.0 and FEMA P-1011 Field Operations Pocket Guide https://www.fema.gov/sites/default/files/documents/fema_pappg-v1-archived_policy_1-1-2016.pdf).
- b. Create project descriptions and budgets in formats that will transfer to the FEMA PA PW system (see FEMA Form 90-91 https://www.fema.gov/pdf/government/grant/pa/9580_5.pdf).
- c. Assist and/or represent the City of Spring Branch in discussions with the FEMA Program Delivery Manager (PDMG) assigned to the City of Spring Branch by FEMA related to damage and eligibility analysis, scoping and costing, and review stages of the PA Delivery Model (see https://www.fema.gov/sites/default/files/2020-07/fema_pa_delivery-model_factsheet.pdf).
- d. Provide broad-based support services to the "City of Spring Branch" in a timely and efficient manner for response and recovery activities, ensuring the City of Spring Branch is able to accomplish and maximize (if available) federal grant funding for recovery projects that serve the public's health and safety.

B. Damage/Need Assessment:

- a. Collaborate with the City of Spring Branch on damage assessments, including preliminary damage assessments (PDAs) if required, to document the specific impact and magnitude of the disaster.
- b. Conduct field team assessment of damaged facilities.
- c. Compile and consider required documentary evidence such as photographs, historic records, pre-disaster plans or drawings, historical photos/videos, maintenance records, inspection/safety reports, etc.
- d. Identify and document hidden, latent or other damage not visible or readily apparent to the layperson.
- e. Develop a comprehensive list of damaged structures, equipment, etc.
- f. Produce written descriptions and dimensions of damages to facilities including any work already completed.

C. Project Scope and Cost Estimates:

- a. Provide cost estimates for the repair and potential replacement of the loss of public facilities and infrastructure in accordance with FEMA requirements (see for example Cost Estimating Format for Large Projects Instructional Guide V2.1 and Excel sheet https://www.fema.gov/sites/default/files/documents/fema_pa-cef-instructional-guide.pdf).
- b. Develop recommended project Scope of Work materials including description of project scope and size; drawings, sketches or plans; minimum standards and design requirements; determination of replacement projects and small and large projects; project relocation justification; Section 406 Hazard Mitigation projects including Benefit-Cost Analysis (SCA) where required; technical studies or assessments.

- c. Develop improved and/or alternate project requests for TDEM and FEMA and/or other federal grants.
- d. Develop Section 406 Hazard Mitigation Proposals (HMPs) where mitigation actions can minimize future disaster impacts.

D. Project Submittals (Project Worksheets):

- a. Develop project submittals including drafting and submitting small and large project PWs to TDEM/FEMA.
- b. Assistance with completion of FEMA PA environmental clearance including consultation or permits with State Historic Preservation Officer (THC), USACE, USFWS, National Marine Fisheries Service, and other state or tribal agencies.
- c. Assist with PW amendments requesting changes as agreed through resolution discussions or first appeals.
- d. Assist with the submittal of first and second appeals to FEMA should the City of Spring Branch disagree with the FEMA formulated PWs.

E. Design:

- a. Coordinate and attend meetings with the Client.
- b. Prepare opinion of probable cost.
- c. Prepare a set of drawings and specifications sealed by a Texas Registered Professional Engineer/Architect.
- d. Prepare bid packet, contract documents and advertisement for bids.

F. Bidding:

- a. Assist in bidding the project.
- b. Conduct pre-bid meeting.
- c. Conduct bid opening.
- d. Review bids and provide recommendation of award.

G. Construction Administration:

- a. Conduct pre-construction conference.
- b. Issue Notice to Proceed to construction contractor.
- c. Prepare change orders, if required.
- d. Review shop and working drawings furnished by the contractor.
- e. Review contractor's application for payment and make recommendation of payment.
- f. Prepare certificate of construction completion.
- g. Revise contract drawings and furnish client with a set of "record drawing" plans.

H. Mitigation Projects-Construction (other than Property Acquisition/Structure Demolition, Structure Elevation, and Reconstruction):

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

- Application preparation assistance
- Preliminary engineering/architectural study, if applicable
- Preliminary environmental and historical assessment
- Preliminary surveys, if applicable
- Preliminary Scope of Work determination
- Preliminary Benefit Cost Analysis using FEMA's BCA software program
- Preliminary design plans and specifications
- Preliminary budget

Post-Award

- Comprehensive Final Benefit Cost Analysis
- Comprehensive engineering study
- Comprehensive environmental and historical assessment
- Final design plans and specifications
- Final budget
- Preparation of the bid packet and contract documents
- Conduct all field testing and inspections (interim and final); and
- Other special services as determined

Pre-Award costs to be reimbursed by FEMA must have been incurred after the date of declaration for (HMGP). Costs associated with implementation of the activity incurred prior to Federal award or final approval are not eligible. FMA Pre-award costs directly related to developing the FMA grant Application or sub-application that are incurred prior to the date of the grant award are allowed subject to FEMA approval at time of award. Pre-award costs must be identified as separate line items in the cost estimate of the application. **Pre-award costs may be reimbursed when the project is approved and funded.*

Note: Projects with specialized or complex technical information such as a drainage project will include two phases. Phase 1 will be for developing Hydrologic and Hydraulics Studies, feasibility studies, final engineering design and other technical studies. Part of Phase 1 deliverables will be a comprehensive BCA associated with final design budget. When Phase 1 deliverables have been approved by TDEM and FEMA, the balance of Engineering post award outlined above will be followed.

I. Schedule:

The Firm understands that time is of the essence in performing the services covered by this Agreement. The City of Spring Branch must meet certain submittal deadlines related to its participation in FEMA's Public Assistance and Section 406 Hazard Mitigation programs. The Firm agrees to work diligently to enable the City of Spring Branch to provide FEMA and TDEM with required documents and forms that require the Firm's participation within the timelines established by FEMA and TDEM.

J. Standard of Performance:

- a. All services of the Firm and its independent professional associates, consultants and subcontractors will be performed in a professional, reasonable and prudent manner in accordance with generally accepted professional practice. The Firm represents that it has the required skills and capacity to perform work and services to be provided under this Contract.
- b. The Firm represents that services provided under this Contract shall be performed within the limits prescribed by the City of Spring Branch in a manner consistent with that level of care and skill ordinarily exercised by other professional consultants under similar circumstances.
- c. Any deficiency in Firm's work and services performed under this contract shall be subject to the provisions of applicable state and federal law. Any deficiency discovered shall be corrected upon notice from City of Spring Branch and at the Firm's expense if the deficiency is due to Firm's negligence. The City of Spring Branch shall notify the Firm in writing of any such deficiency and provide an opportunity for mutual investigation and resolution of the problem prior to pursuit of any judicial remedy. In any case, this provision shall in no way limit the judicial remedies available to the City of Spring Branch under applicable state or federal law.
- d. The Firm agrees to and shall hold harmless the City of Spring Branch, its officers, employees, and agents from all claims and liability of whatsoever kind or character due to or arising solely out of the negligent acts or omissions of the Firm, its officers, agents, employees, subcontractors, and others acting for or under the direction of the Firm doing the work herein contracted for or by or in consequence of any negligence in the performance of this Contract, or by or on account of any omission in the performance of this Contract.

2. Statement of Qualifications: The City of Spring Branch is seeking to contract with a competent engineering/architectural firm experienced in federally funded projects. Please provide the following information:

- A brief history of the proposing City of Spring Branch, including general background, knowledge of and experience working with relevant agencies
- Related experience in federally funded programs
- A description of work performance and experience with HMGP, and/or FMA including a list of at least three references from past local government clients
- Describe the service provider's capacity to perform as well as resumes of all employees who will or may be assigned to provide services if your firm is awarded a contract through this solicitation.
- A statement substantiating the service provider's resources of and the ability to carry out the scope of work requested in a timely manner.

3. Evaluation Criteria - The SOQ received will be evaluated and ranked according to the following criteria and using the rating sheet enclosed:

	<u>Criteria</u>	<u>Maximum Points</u>
	Experience	60
	Work Performance	25
	Capacity to Perform	15
	Total	100

4. For this RFQ, Respondent's qualifications will be evaluated, and the most qualified Respondent will be selected, subject to negotiation of fair and reasonable compensation.

Profit (either % / actual cost) must be identified and negotiated as a separate element of the price of the contract. To comply, the respondent must disclose and certify in its SOQ the percentage of profit being used.

5. Submission Requirements- the following documents must be included in your SOQ:

- **Statement of Conflicts of Interest** (if any) the service provider or key employees may have regarding these services, and a plan for mitigating the conflict(s). Note that City of Spring Branch may in its sole discretion determine whether or not a conflict disqualifies a firm, and/or whether or not a conflict mitigation plan is acceptable.
- **System for Award Management.** Service Providers **must have an active registration** in the System for Award Management (<https://www.sam.gov/SAM/>). Service provider and its Principals may not be debarred or suspended nor otherwise on the Excluded Parties List System (EPLS) in the System for Award Management (SAM). Include verification that the service provider as well as its principals are not listed (are not debarred) through the System for Award Management (www.SAM.gov). This clearance information should be included in the service provider's Proposal. **The clearance in the Service Provider's proposal must be re-verified prior to award.** Enclose a printout of the search results that includes the record date.
- **Form CIQ,** (enclosed). Texas Local Government Code chapter 176 requires that any vendor or person who enters or seeks to enter into a contract with a local government City of Spring Branch disclose in the Questionnaire Form CIQ the vendor or person's employment, affiliation, business relationship, family relationship or provision of gifts that might cause a conflict of interest with a local government City of Spring Branch. Questionnaire form CIQ is included in the RFQ and must be submitted with the response.
- **Certification Regarding Lobbying** (enclosed). Certification for Contracts, Grants, Loans, and Cooperative Agreements is included in the RFQ and must be submitted with the response.
- **Form 1295,** (enclosed). Effective January 1, 2016, all contracts and contract amendments, extensions, or renewals executed by the Commissioners Court will require the completion of Form 1295 "Certificate of Interested Parties" pursuant to Government Code § 2252.908. Form 1295 must be completed by awarded vendor at time of signed contract submission. Form 1295 is included in this RFQ for your information.
- **Required Contract Provisions.** Applicable provisions (enclosed) must be included in all contracts executed as a result of this RFQ.

6. Contracting with HUB, small and minority businesses, women's business enterprises, veteran-owned businesses and labor surplus area firms.

If the awarded vendor (prime) uses subcontractors, it must take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used. The following affirmative steps are required of the prime contractor:

- 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- 2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- 5) To ensure a wide distribution and potential participation to as many administrator firms as possible, refer to <https://lsadata.org/> when you develop your administrator email list.

7. Deadline for Submission –It is the responsibility of the submitting City of Spring Branch to ensure that the SOQ is received in a timely manner. SOQs received after the deadline will not be considered for award, regardless of whether or not the delay was outside the control of the submitting firm.

Please electronically submit your SOQ in .pdf format via email to cityclerk@cityofspringbranch.org AND submit 04 copies of your proposal of services and a statement of qualifications for the proposed services to the following address: Attn: City Clerk, City of Spring Branch, POBox 1143, Spring Branch, Tx 78070. Proposals must be received by the City of Spring Branch no later than 2pm on August 12, 2025 to be considered.

Failure to comply with these instructions or the submission requirements may result in disqualification of the response.

**Federal Emergency Management Agency (FEMA) Public Assistance (PA)/Hazard Mitigation Assistance (HMA)
Engineering/Architectural Services – Program Description**

The mission of the Federal Emergency Management Agency’s (FEMA’s) Public Assistance (PA) and Hazard Mitigation Assistance (HMA) Programs is to provide assistance to State, Local, Territorial, or Tribal (SLTT) governments, and certain types of private nonprofit (PNP) organizations so that communities can quickly respond to and recover from major disasters or emergencies declared by the President. The PA and HMA Programs foster resilience against the effects of disasters that provide funding for hazard mitigation activities including mitigation projects and capability- and capacity-building. FEMA provides this assistance based on authority in statutes, executive orders (EOs), regulations, and policies. The following programs are covered:

- 1. Public Assistance (PA).** PA provides supplemental Federal grant assistance for emergency protective measures, and the restoration of disaster-damaged, publicly owned facilities and specific facilities of certain PNP organizations. The PA program also encourages protection of these damaged facilities from future incidents by providing assistance for hazard mitigation measures directly in the project applications for the damaged facilities.
- 2. Hazard Mitigation Grant Program (HMGP).** HMGP ensures that state, local, tribal and territorial governments have the financial opportunity to plan for and implement mitigation measures that reduce the risk of loss of life and property from future natural disasters during the reconstruction process following a presidentially declared disaster. HMGP is authorized by Section 404 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act) and implemented in regulations at 44 Code of Federal Regulations (CFR) §§ 206.430-440.
- 3. Flood Mitigation Assistance (FMA).** FMA is a competitive program that provides funding to states, local governments, federally recognized tribes, and territories. Funds can be used for projects that reduce or eliminate the risk of repetitive flood damage to structures insured by the National Flood Insurance Program (NFIP).

Recipient: City of Spring Branch	
Anticipated Program	FEMA PA/HMA

Engineering/Architectural Rating Sheet

Grant Recipient: _____ Program(s) FEMA PA

Name of Respondent _____

Evaluator's Name: _____ Date of Rating: _____

Rate the Respondent of the Request For Qualifications (RFQ) by awarding points up to the maximum listed for each factor. Information necessary to assess the Respondent on these criteria may be gathered either from past experience with the Respondent and/or by contacting past/current clients of the Respondent.

Experience

	<u>Factors</u>	<u>Max.Pts.</u>		<u>Score</u>
1.	Related Experience / Background with FEMA and TDEM/TWDB and other federally funded programs/projects	15		
2.	Related Experience / Background with specific project type (infrastructure, repair, replacement, mitigation)	15		
3.	Related Experience / Background with full lifecycle project support from damage assessment, scoping, costing, design, bidding, and construction administration	15		
4.	References from current/past clients	15		
	Subtotal, Experience	60		
	Comments:			

Work Performance

	<u>Factors</u>	<u>Max.Pts.</u>		<u>Score</u>
1.	Facilitates completion of activities on schedule	10		
2.	Work product is consistently of high quality with low level of errors	10		
3.	Manages projects within budgetary constraints	5		
	Subtotal, Work Performance	25		
	NOTE: Information necessary to assess the offeror on this criterion should be gathered by contacting past and current clients.			
	Comments:			

Capacity to Perform

	<u>Factors</u>	<u>Max.Pts.</u>		<u>Score</u>
1.	Qualifications / Experience of Engineering/Architectural staff	5		
2.	Present and Projected Workloads	5		
3.	Location of office and/or staff that will perform the work	5		
	Subtotal, Capacity to Perform	15		
	Comments:			

TOTAL SCORE

	<u>Factors</u>	<u>Max.Pts.</u>		<u>Score</u>
☐	Experience	60		
☐	Work Performance	25		
☐	Capacity to Perform	15		
	Total Score	100		

Insert Certificate of Insurance

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

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

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

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

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

(2) the vendor:

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

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

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

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

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

(3) has a family relationship with a local government officer of that local governmental entity.

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

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Certification Regarding Lobbying

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

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

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

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

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

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

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

Signature of Contractor's Authorized Official

Printed Name and Title of Contractor's Authorized Official

Date

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

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

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

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

Approved by OMB
0348-0046

Disclosure of Lobbying Activities

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

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

(To be completed by awarded vendor)

CERTIFICATE OF INTERESTED PARTIES		FORM 1295	
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE USE ONLY Must file online at www.ethics.state.tx.us/File	
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.			
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.			
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.			
4 Name of Interested Party		City, State, Country (place of business)	
		Nature of Interest (check applicable)	
		Controlling Intermediary	
5 Check only if there is NO Interested Party. ☐			
6 UNSWORN DECLARATION			
My name is _____, and my date of birth is _____.			
My address _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country)			
I declare under penalty of perjury that the foregoing is true and correct.			
Executed in _____ County, State of _____, on the _____ day of _____, 20_____. (month) (year)			
_____ Signature of authorized agent of contracting business entity (Declarant)			
ADD ADDITIONAL PAGES AS NECESSARY			

REQUIRED CONTRACT PROVISIONS

2 CFR 200.327 Contract provisions. The non-Federal City of Spring Branch's contracts should contain applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal City of Spring Branch Contracts Under Federal Awards. The non-Federal City of Spring Branch's contracts must contain the provisions described in Appendix II to Part 200—Contract Provisions for non-Federal City of Spring Branch Contracts Under Federal Awards, as applicable. ***Language as of November 11, 2024**

THRESHOLD	PROVISION	CITATION
>\$250,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908 , must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Although not required for contract at or below the SAT, FEMA suggests including a remedies provision. The NFE should consult their servicing legal counsel to determine whether and how remedies for breach of contract are permissible under applicable state, local, or tribal laws or regulations.	2 CFR 200 APPENDIX II (A)
>\$10,000	All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal City of Spring Branch including the manner by which it will be effected and the basis for settlement. FEMA suggests including a termination for cause and for convenience in all contracts even when not required. The NFE should consult their servicing legal counsel to determine whether and how termination provisions are permissible under applicable state, local, or tribal laws or regulations.	2 CFR 200 APPENDIX II (B)
None	Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." 41 CFR 60-1.4 Equal opportunity clause. (b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause: The [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause: During the performance of this contract, the contractor agrees as follows:	2 CFR 200 APPENDIX II (C) and 41 CFR §60-1.4(b)

	(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender idCity of Spring Branch, 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 idCity of Spring Branch, 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. (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender idCity of Spring Branch, or national origin. (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information. (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of	
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	investigation to ascertain compliance with such rules, regulations, and orders. (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: 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. The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The [recipient] agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The [recipient] further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the	
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	[recipient] agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.	
>\$2,000	Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal City of Spring Branch must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal City of Spring Branch must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal City of Spring Branch must report all suspected or reported violations to the Federal awarding agency. FEMA PA and HMGP do not require these clauses unless it is a requirement for matching funds by another federal program legislation such as CDBG-DR. When required, prime construction contracts over \$2,000 awarded by NFEs must include a provision for compliance with the Davis-Bacon Act. If applicable per the standard described above, the NFE must include the provisions at 29 C.F.R. § 5.5(a)(1)-(10) in full into all applicable contracts, and all applicable contractors must include these provisions in full in any subcontracts. In situations where the Davis-Bacon Act does not apply, neither does the Copeland “Anti-Kickback” Act. Sample contract clauses are provided in the FEMA Contract Provisions Guide.	2 CFR 200 APPENDIX II (D); 40 U.S.C. §§ 3141-3144 and 3146-3148; supplemented by 29 C.F.R. Part 5; 40 U.S.C. § 3145; supplemented by 29 C.F.R. Part 3
> \$100,000+ Mechanics or Laborers	Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal City of Spring Branch in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours.	2 CFR 200 APPENDIX II (E); 40 U.S.C. §§ 3701-3708; supplemented by 29 C.F.R. Part 5

	Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. <u>Applicability</u> This required contract provision applies to all procurements over \$100,000 that involve the employment of mechanics, laborers, and construction work. These requirements <i>do not</i> apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. <u>Required Language</u> Compliance with the Contract Work Hours and Safety Standards Act. 1. <i>Overtime requirements.</i> 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. 2. <i>Violation; liability for unpaid wages; liquidated damages.</i> In the event of any violation of the clause set forth in paragraph (b)(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 (b)(1) of this section, in the sum of \$27 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 (b)(1) of this section. 3. <i>Withholding for unpaid wages and liquidated damages.</i> The (insert name of grant recipient or subrecipient) 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 (b)(2) of this section.	
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	4. <i>Subcontracts.</i> The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) 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 (b)(1) through (4) of this section. For contracts that are only subject to Contract Work Hours and Safety Standards Act and are not subject to the other statutes in 29 C.F.R. § 5.1 where an additional contract provision is required, FEMA suggests including the language below. <u>Suggested Language</u> Further Compliance with the Contract Work Hours and Safety Standards Act. 1. The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. 2. Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.	
None	Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. This provision does not apply to all FEMA grant and cooperative agreement programs including PA and HMGP as awards under these programs do not meet the definition.	2 CFR 200 APPENDIX II (F); Funding Agreement; definition found under 37 C.F.R. § 401.2(a).
>\$150,000	Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must	2 CFR 200 APPENDIX II (G); 42 U.S.C. §§ 7401- 7671q; 33 U.S.C. §§ 1251-1387

	be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). <u>Suggested Language:</u> Clean Air Act The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 <i>et seq.</i> The contractor agrees to report each violation to the (insert name of non-federal City of Spring Branch entering into the contract) and understands and agrees that the (insert name of the non-federal City of Spring Branch entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA. Federal Water Pollution Control Act The contractor 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 <i>et seq.</i> The contractor agrees to report each violation to the (insert name of the non-federal City of Spring Branch entering into the contract) and understands and agrees that the (insert name of the non-federal City of Spring Branch entering into the contract) will, in turn, report each violation as required to assure notification to the (insert name of the pass-through City of Spring Branch, if applicable), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.	
>\$25,000	Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified. <u>Suggested Language:</u> Suspension and Debarment This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the	2 CFR 200 APPENDIX II (H); 2 C.F.R. Part 180 (implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989)); 2 C.F.R. Part 3000 (Department of Homeland Security regulations for Non-procurement

	contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by (insert name of recipient/subrecipient/applicant). If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the federal government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.	Debarment and Suspension, implementing 2 C.F.R. Part 180).
> \$100,000; and Certification required for all contracts greater than \$100,000	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. If applicable, contractors must sign and submit the following certification to the NFE with each bid or offer exceeding \$100,000. <u>Required Certification:</u> CERTIFICATION REGARDING LOBBYING (APPENDIX A, 44 C.F.R. PART 18)	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303; (citing 31 U.S.C. § 1352); 44 C.F.R. § 18.110
	See 2 CFR §200.323.	2 CFR 200 APPENDIX II (J)
	See 2 CFR §200.216.	2 CFR 200 APPENDIX II (K)
	See 2 CFR §200.322.	2 CFR 200 APPENDIX II (L)
Work involves the use of materials, and the contract is for more than \$10,000	A non-Federal City of Spring Branch that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.	2 CFR 200.323; Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962)

	<u>Suggested Language:</u> In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired— Competitively within a timeframe providing for compliance with the contract performance schedule; Meeting contract performance requirements; or At a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA’s Comprehensive Procurement Guidelines webpage: https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.	
>\$100,000	<i>§135.38 Section 3 clause</i> <i>All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):</i> 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 contract 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 contract. 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 contract 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).	
None; All FEMA declarations and awards issued on or after November 12, 2020.	Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY2019 NDAA) and 2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), prohibit the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their contractors and subcontractors, may not obligate or expend any FEMA award funds to: Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) 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. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (i) 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	2 CFR 200.216

	Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (iii) Telecommunications or video surveillance equipment or services produced or provided by an City of Spring Branch 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 City of Spring Branch owned or controlled by, or otherwise connected to, the government of a covered foreign country. (b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. (c) See Public Law 115-232, section 889 for additional information. (d) See also § 200.471.	
None	The Federal awarding agency must establish conflict of interest policies for Federal awards. The non-Federal City of Spring Branch must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through City of Spring Branch in accordance with applicable Federal awarding agency policy.	2 CFR 200.112
None	The Federal awarding agency and the non-Federal City of Spring Branch should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through City of Spring Branch must always provide or accept paper versions of Federal award-related information to and from the non-Federal City of Spring Branch upon request. If paper copies are submitted, the Federal awarding agency or pass-through City of Spring Branch must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.	2 CFR 200.336
None; All FEMA declarations and awards issued on or after November 12, 2020.	<u>Suggested Language:</u> If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) listed below to ensure that small and minority businesses, women’s business enterprises, and labor surplus area firms are used when possible. Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms.	2 C.F.R. § 200.321(b)(1)-(5)

	(a) The non-Federal City of Spring Branch must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.	
None	Financial records, supporting documents, statistical records, and all other non-Federal City of Spring Branch records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through City of Spring Branch in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following: (a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. (b) When the non-Federal City of Spring Branch is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through City of Spring Branch to extend the retention period. (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition. (d) When records are transferred to or maintained by the Federal awarding agency or pass-through City of Spring Branch, the 3-year retention requirement is not applicable to the non-Federal City of Spring Branch. (e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal City of Spring Branch's fiscal year in which the program income is earned. (f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates). (1) <i>If submitted for negotiation.</i> If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through	2 CFR 200.334; and 200.337

	City of Spring Branch) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission. (2) <i>If not submitted for negotiation.</i> If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through City of Spring Branch) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation. <u>Suggested Language for All Procurements:</u> a. The Contractor agrees to provide (insert non-federal City of Spring Branch), the Texas Division of Emergency Management (TDEM), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. b. The FIRM agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. c. The CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. d. In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the (insert name of the non-federal City of Spring Branch) and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.	
None	CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental Corporation may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the U.S. Department of Treasury under Executive Order 13224. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such a term in Section 8 U.S.C. 1189(a)(1) of the United States Code.	United States Code 19 U.S.C. 2511
>\$100,000	PROVISION REQUIRED IN CONTRACT. (a) This section applies only to a contract that: (1) is between a governmental City of Spring Branch and a company with 10 or more full-time employees; and (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental City of Spring Branch. (b) A governmental Corporation may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.	(Adhere to your State's Local Government Code)
Option Contract Language for contracts awarded prior to Grant Award	The contract award is contingent upon the receipt of federal funds. If no such funds are awarded, the contract shall terminate.	Optional

	Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. <u>Suggested Language:</u> The CONTRACTOR shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).	42 U.S.C. 6201
	The Firm 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.	Section 504 of the Rehabilitation Act of 1973, as amended.
	Pursuant to the <i>Violence Against Women Act Reauthorization of 2022</i>, the Grant Recipient must certify that local policies do not interfere with the residents' Right to Report Crime and Emergencies from One's Home. The certification will confirm that no ordinances, local regulations, or policies adopted by the local government and currently in effect contain any financial or regulatory penalty imposed on property owners or residents as a result of any use of emergency services, or that the Grant Recipient is actively addressing such local regulations.	Pub. L. 117-103, 136 Stat. 49

PROVISION	APPLICABILITY	REGULATORY CITATION	SAMPLE LANGUAGE?	CONTRACT LANGUAGE
ADDITIONAL REQUIRED CONTRACT PROVISIONS				
Civil Rights Act of 1964	-	Civil Rights Act	Yes.	<u>Suggested Language:</u> 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.
Prohibition on Contracting for Covered Telecommunications Equipment or Services	All FEMA declarations and awards issued on or after November 12, 2020.	2 C.F.R. Part 200, Appendix II, § K (citing 2 C.F.R. § 200.216).	Yes.	<u>Suggested Language:</u> Prohibition on Contracting for Covered Telecommunications Equipment or Services (a) <i>Definitions.</i> As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause— (b) <i>Prohibitions.</i> (1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons. (2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant,

				cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to: (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service 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. (c) <i>Exceptions.</i> (1) This clause does not prohibit contractors from providing— (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
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				(2) By necessary implication and regulation, the prohibitions also do not apply to: (i) Covered telecommunications equipment or services that: i. Are <i>not used</i> as a substantial or essential component of any system; <i>and</i> ii. Are <i>not used</i> as critical technology of any system. (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services. (d) <i>Reporting requirement.</i> (1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information. (2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause: (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique City of Spring Branch identifier (if known); supplier Commercial and Government City of Spring Branch (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
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				(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services. (e) <i>Subcontracts</i>. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.
Domestic Preferences for Procurements		2 C.F.R. § 200.322	Yes.	<u>Suggested Language:</u> Domestic Preference for Procurements As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: <i>Produced in the United States</i> 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. <i>Manufactured products</i> mean 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.

ADDITIONAL FEMA CONTRACT PROVISIONS

Appendix II to Part 200 authorizes FEMA to require or recommend additional provisions for NFE contracts. Therefore, FEMA recommends the following:

Contract Changes or Modifications		2 C.F.R. § 200.403	No. It depends on nature of contract and end-item procured.	<u>No suggested language.</u> FEMA recommends that all contracts include a changes clause that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may depend on the nature of the contract and the procured item(s) or service(s). The NFE should also consult their servicing legal counsel to determine whether and how contract changes are permissible under applicable state, local, or tribal laws or regulations.
DHS Seal, Logo, and Flags		Department of Homeland Security (DHS) Terms and Conditions	Yes.	<u>Suggested Language:</u> CONTRACTOR shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.
Compliance with federal Law, Regulations and Executive Orders			Yes.	<u>Suggested Language:</u> This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The CONTRACTOR will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.
No Obligation by Federal Government		2 C.F.R. § 200.318(k)	Yes.	<u>Suggested Language:</u> The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal City of Spring Branch, CONTRACTOR, or any other party pertaining to any matter resulting from the contract.
Program Fraud and False or Fraudulent Statements or Related Acts		31 U.S.C. §§ 3729-3733.	Yes.	<u>Suggested Language:</u> The CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

Copyright	All procurements that may involve creation of copyrightable material.	2 C.F.R. § 200.315	Yes.	<u>Suggested Language:</u> License and Delivery of Works Subject to Copyright and Data Rights The Contractor grants to the (insert name of the non-federal City of Spring Branch), a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the (insert name of the non-federal City of Spring Branch) or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the (insert name of the non-federal City of Spring Branch) data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the (insert name of the non-federal City of Spring Branch).
ADDITIONAL FEDERAL & STATE REQUIREMENTS				
Conflicts of Interest	All	24 C.F.R. 570.489(g) and Uniform Grant Management Standards (UGMS) of the Texas Comptroller of Public Accounts, 2	Yes.	<u>Required Language:</u> a) Governing Body. No member of the governing body of the CITY and no other officer, employee, or agent of the CITY, who exercises any functions or responsibilities in connection with administration, construction, engineering, or

		C.F.R. 200.318(c)(1)		implementation of FEMA award between FEMA and the CITY, shall have any personal financial interest, direct or indirect, in the CONTRACTOR or this Contract; 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 FEMA award between TDEM and the CITY, shall have any personal financial interest, direct or indirect, in the CONTRACTOR or this Contract; and the CONTRACTOR shall take appropriate steps to assure compliance. c) The CONTRACTOR and Employees. The CONTRACTOR warrants and represents that it has no conflict of interest associated with the FEMA award between FEMA and the CITY or this Contract. 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 FEMA award between FEMA and the CITY or in any business, City of Spring Branch, 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.
Age Discrimination Act of 1975		Age Discrimination Act of 1975.	Yes.	<u>Suggested Language:</u> 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.

ADDITIONAL REQUIRED PROVISIONS

TDEM reviews HMGP contracts for the following provisions:

Pre-Award Contingency	Pre-Award Contracts	-	Yes	This provision is applicable for projects in the application phase prior to grant award. <u>Suggested Language:</u> The contract award is contingent upon the receipt of HMGP funds. If no such funds are awarded, then the contract shall terminate.
Findings Confidential	-	-		<u>Suggested Language:</u> All reports, information, data, etc., prepared or assembled by CONTRACTOR under this contract are confidential and CONTRACTOR agrees that they shall not be made available to any individual or organization without the prior written approval by the CITY.
Local Program Liaison	TDEM	-		<u>Suggested Language:</u> For purposes of this Agreement, the Mayor 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.
Resolution of Program Non-compliance	-	-	Yes	<u>Sample Language:</u> In the event of any dispute, claim, question, or disagreement arising from or relating to determining the party responsible for any disallowed costs as a result of noncompliance with federal, state, or program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of 60 days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration administered by the American Arbitration Association in accordance with

				the provisions of its Commercial Arbitration Rules.
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