



Version: 10.2

**REQUEST FOR QUALIFICATIONS (RFQ)
FOR DESIGN SERVICES AND CONSTRUCTION PLANS
FOR THE RIO GRANDE RESTORATION PROJECT**

- PROJECT:** The Rio Grande International Study Center issues this Request for Qualifications (RFQ) to solicit statements of qualifications from architectural and engineering design professionals interested in providing design and associated construction administration services, including the planning, implementation, & assessment of RGISC's Rio Grande Restoration Project at Las Palmas Nature Trail in Laredo, Texas.
- ISSUER:** Rio Grande International Study Center (RGISC), a 501(c)(3) non-profit organization chartered by the State of Texas in 1994.
- RFQ NUMBER:** 24-001
- PROJECT CONTACT:** Martin Castro
Watershed Science Director
Rio Grande International Study Center
Laredo, Texas 78040
Email: martin@rgisc.org
- RFQ ISSUE DATE:** JANUARY 29TH, 2024
- RESPONSES DUE:** FEBRUARY 28TH, 2024, 5:00PM (CST)
Responses must be received no later than 5:00 PM on February 28TH, 2024.
- INTERVIEWS:** Interviews with those firms/teams determined to be the most qualified may be scheduled at a date and time to be determined by RGISC
- NOTE:** *This solicitation is being offered in accordance with federal, state, and local requirements governing procurement of professional services. RGISC reserves the right to negotiate an agreement based on fair and reasonable compensation for the scope of work and services proposed, as well as the right to reject any and all responses deemed unqualified, unsatisfactory or inappropriate. Late proposals submitted after the return deadline will not be accepted or considered.*

I. Background and Purpose

The Rio Grande International Study Center, Inc. (RGISC) is a 501(c)3, Texas non-profit corporation. RGISC's mission is to preserve and protect the Rio Grande-Rio Bravo, its watershed environment, through awareness, advocacy, research, education, stewardship, and bi-national collaboration for the benefit of present and future generations. The business and property of RGISC is managed and controlled by a Board of Directors. RGISC's day-to-day operations are managed by its Executive Director.

In September 2023, RGISC received a grant from the U.S. Department of Agriculture Natural Resources Conservation Service to revitalize a critical urban riparian wildlife corridor through a series of tasks and activities.

RGISC issues this Request for Qualifications (RFQ) to solicit qualifications from architectural and engineering design professionals interested in providing environmental design and associated construction administration services on an urban riparian restoration project ("Project") that will involve the management of invasive species that have proliferated along the Rio Grande and, at the same time, reforest ecologically sensitive areas with native species, and establish a large-scale Monarch butterfly sanctuary. The project area, approximately 40 acres in size, is located at Las Palmas Nature Trail, which hugs the banks of the Rio Grande River in downtown Laredo, Texas.

Las Palmas Nature Trail, owned by the City of Laredo and built in 2001 by City staff and hundreds of volunteers, features less than a mile of trails and serves primarily as a birding and nature attraction. It is so named because of a large and majestic grove of *Washingtonia* palms that are located in a compact but richly diverse eco-system. The $\frac{3}{4}$ -mile trail contains some of the most striking geology and riparian habitats in Laredo, including high bluffs that have been carved through the eons by the Rio Grande, exposing a collection and palette of fossiliferous Eocene Era sandstone and limestone cliffs and lush tree canopy that lend an other-worldly tropical feel to our city. Las Palmas functions as a critical frontier of rare neotropical visiting bird species from Mexico and Central America with nearly 150 bird species previously sighted here, including rare sightings of the Amazon Kingfisher and Blue Bunting. Other uncommon species that have been sighted at Las Palmas include the Clay-colored Thrush, Gray Hawk, and Morelet's Seedeater. The site also represents the southernmost downriver population and last known habitat of the federally endangered Texas Hornshell mussel, and in 2002, after more than 40 years, the first live Mexican Fawnsfoot, a state-listed threatened mussel species, was found along the riverbanks at Las Palmas.

Recent observations indicate that the site has become overwhelmed with a proliferation of invasive species such as salt cedar, mimosas, guinea grass, buffel grass, and the giant river cane *Arundo donax*, to name a few. As part of this project, RGISC seeks (i) to undertake the removal of water thirsty invasive trees and grasses and (ii) the reforestation of this ecologically sensitive area with native trees and plants including but not limited to: ebony, anacua, anacahuita, huisache, black brush, hackberry, native milkweed plants, and other native seed grasses.

The Project is adjacent to impoverished neighborhoods where residents will be able to enter and enjoy the park. Goals of the Project include: (i) improved access by locals and visitors to witness and appreciate the stunning and ecological and recreational areas for fishing, hiking, biking, birding, kayaking, and pet friendly and family friendly activities; (ii) climate-resilient landscaping to provide tree canopies to aid in mitigating heat island effects and sequestering carbon emissions; (iii) installation of interpretive and educational signage to allow visitors to learn about river and creek conservation, the different species that thrive within this habitat corridor, and the historic components that are unique to this location.

Certain information is necessary to evaluate each interested firm's ability to provide the desired services. As a result, the firm shall be requested to submit a response setting forth their qualifications for the services outlined in this RFQ, and may, at RGISC's sole option, be asked to make an oral presentation. The scope of work is outlined below and shall generally be referred to as the "services" in the context of this RFQ. All firms providing a response to this RFQ are hereinafter collectively referred to as the "Proposers" or, individually, as the "Proposer" or Vendor or Respondent.

II. Scope of Work

Rio Grande International Study Center is soliciting responses from qualified firms to provide Environmental Design, Project Management, and Contract Administration Services for the Rio Grande River Restoration Project. The scope of work for this RFQ includes the following:

1. Perform Project Design Services for planning, conceptual design, design development, and preparation of final design plans, specifications and construction documents, including architectural and engineering design plans and technical specifications, including all architectural building systems, designs, site civil engineering designs, specifications, mechanical, electrical, plumbing, structural engineering designs that will incorporate erosion control measures, as well as site assessments considering factors such as topography, hydrology, and existing vegetation, native plant selections, and habitat encroachments.
2. Prepare construction documents for the purposes of competitive bidding through a Competitive Sealed Proposal Procurement method or using a procurement method approved by the RGISC Board of Directors.
3. Provide Project Management Services for the development of a comprehensive project plan that outlines the scope, goals, timeline, and deliverables for the Project. Project Management Services will also include execution of the plan, coordination of Project activities to ensure timely completion of Project milestones, and facilitating communication and collaboration among various stakeholders, including local and federal agencies, environmental organizations, contractors, and community members. Project Management Services will also include working closely with stakeholders, addressing stakeholder concerns, and fostering a sense of ownership and engagement in the Project. Project Management Services will include oversight of the Project budget, ensuring that allocated funds are used effectively and efficiently, identification of resource needs, procurement coordination and monitoring expenditures to ensure compliance with financial guidelines.
4. Provide Construction Oversight Services for the coordination and management of various contractors and subcontractors, oversight of site preparation, erosion control measures, planting of native vegetation, installation of structures of streambank stabilization, and other restoration activities. Construction phase services will involve quality control inspections to ensure the Project work is performed to the required standards and specifications.
5. Perform contract administration by a Texas licensed architect or Texas licensed engineer for the construction of the Project.
6. Perform on-sight supervision, inspection, and full contract administration services by a Texas licensed architect or engineer required for completion of the Project.

7. Surveying which will include topographic mapping to identify land contours, water flow patterns, elevation changes, assessment of soil types, vegetation cover, establishment of property boundaries, assessment of potential land encroachment, and existing infrastructure for informed decision making and optimization of restoration efforts.
8. Environmental Services and International Boundary and Water Commission (IBWC) which includes the submission of permit applications, conducting environmental assessments, coordinating with regulatory agencies to obtain the necessary approvals and permits for the Project, as well as tree surveying and census counts.

III. The Response

The statement of qualifications shall include the firm's legal name and type of operation (individual, partnership, corporation), primary office address; phone number; and person(s) to contact regarding the statement of qualifications. Each Proposer should submit a detailed response to this RFQ and the detailed response shall be referenced to specific sections of this document. The response shall include sufficient information to enable RGISC to fully evaluate the capabilities of the Proposer and its approach to providing the specified services. Unnecessarily elaborate or voluminous responses are neither required nor wanted and any response exceeding 35 pages and other requirements exclusive of Appendices referenced herein may be disqualified from consideration. Discussion of the firm's past experience not germane to the specified services should not be included. The response should specifically address the issues raised, and provide the information requested. The response should utilize and follow the order of the headings and subheadings employed under those sections.

A. *Design Experience and Qualifications of Proposer*

1. *History and Description of Firm.*

Each proposer should provide a brief history and general description of its firm, including any specific work related to the Rio Grande-Rio Bravo.

2. *Firm's Capacity and Overall Experience to Perform Design Services.*

Each proposer shall provide the firm's experience, and capacity to perform the design services listed in this RFQ. Such description should include the qualifications and experience of the firm to the performance of similar services comparable to the proposed design services listed in this RFQ. The description of the firm's experience should be in enough detail for reviewers to understand the scope and complexity of the work performed by the Proposer. Proposers should also identify their key personnel, if any, that were involved in the previous projects and identify their roles in such projects. If the Proposer is relying on staff experience with another firm, that project and firm shall be clearly identified. Proposers should also provide any relevant certifications, licenses, or other credentials held by key personnel. Such certifications might include certifications/degrees in environmental management, federal project management, and/or any relevant ecological disciplines. Proposers should identify how such relevant certifications/licenses/or other credentials will be beneficial for performing the services requested in this RFQ. Firms performing design services must be licensed by the State of Texas Board of Architecture or the Texas Board of Professional Engineers. Proposers should also describe the firm's qualifications and design experience with similar ecological, riparian restoration and/or habitat conservation projects. Resumes shall be included in the appendix for all individuals identified in the

response this section. Lengthy resumes that do not demonstrate required experience are not desired and should not be included.

Proposers must include information relative to the capabilities and resources of its Texas offices, its office from which it proposes to perform the required services. The proposer should summarize its experience working with federal, state, and local entities and its record in delivering completed projects on time and on budget.

3. *Disputes*

- a. A list and brief description of all instances since January 1, 2018, involving projects in which the Proposer was (i) determined pursuant to a final determination in a court of law, arbitration proceeding or other dispute resolution proceeding, to be liable for a material breach of contract or (ii) terminated for cause. For each instance, identify the owner's representative, with contact information that includes a phone and fax number.
- b. A description of any project involving the Proposer which resulted in the assessment of liquidated or stipulated damages in excess of \$20,000 since January 1, 2018. Describe the causes for the delays and amounts assessed. For each instance, identify the owner's representative, contact information including phone and fax numbers. Proposers should report liquidated damages or stipulated damages assessed at any time during a project, not just final completion penalties. Unresolved instances of assessed liquidated or stipulated damages (such as those currently subject to negotiations or challenges, etc.) should be included.

B. *Project Management and Construction Oversight Capacity and Experience.*

1. *Experience and Capacity.*

Each Proposer should describe the firm's capacity and overall experience to perform the Project management services and construction oversight services described in this RFQ. The proposer should describe how it will ensure the quality, adherence to project scheduling, and budgeting as well as the efficient use of firm's personnel. The Proposer should also describe its ability and capacity to commence services immediately after successfully negotiating a contract for services and commencing said services within the period specified after award of contract. The Proposer should also include statements regarding the firm's qualifications and experience in meeting and managing government project schedules and deadlines. When referencing experience with managing governmental projects, the Proposer should provide sufficient details to allow reviewers to evaluate the firm's experience.

2. *Coordination*

The Proposer should provide in detail the manner in which proper coordination and information exchange among the various stakeholders, including governmental authorities and agencies, other consultants, RGISC board and personnel, and community stakeholders. The Proposer should describe their plans to ensure timely and effective communication with RGISC representatives.

3. *Staffing*

The Proposer shall identify and provide detailed relevant information concerning key personnel it initially intends to assign project management and construction oversight tasks. Any positions that are or may be filled by third-party contracts or part-time employees should be clearly identified.

C. *Quality of references from previously completed environmental projects.*

1. *References.*

Proposer should include a list of at least 3 in-state references including the name, address, and phone numbers of the person closely associated with the firm's prior relevant project performance from past governmental clients.

D. Federal Regulatory Environmental Compliance.

1. Federal Regulatory Experience.

Proposer should include a description of relevant experience and the firm's ability to perform project services for federally funded environmental projects. Such description should include relevant experience in complying with and adhering to federal reporting requirements. Proposers should provide enough detail regarding its federal regulatory experience to allow reviewers to evaluate the proposer's federal regulatory compliance efforts and experience.

RGISC strongly encourages applications from certified small and minority businesses and women's business enterprises.

Firms submitting responses must be registered to do business in Texas and in good standing prior to commencing any work.

By submitting a response to this RFQ, the firm attests that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal grant and/or assistance programs or activities.

Prior to commencing any work, the selected firm will enter into a contract with RGISC that describes the specific scope and work, contract period, negotiated price and terms and conditions.

IV. Evaluation Criteria (100 points)

Criteria	Points
A. Respondent's design experience and qualifications including the depth and breadth of Respondent's experience as a whole in the performance of comparable projects.	35 points
B. Respondent's experience and qualifications to perform Project management services and construction oversight services.	35 points
C. List of references from previously completed environmental projects.	15 points
D. Environmental compliance	15 points

Applicants are encouraged to provide detailed and specific examples of their experience and qualifications in these areas. The evaluation of proposals under these categories will heavily depend on the strength and relevance of the evidence provided.

V. Submittal Requirements

- A. For responses submitted via mail, proposals must be submitted in a complete and sealed package that includes one original response to the RFQ and five (5) identical copies of all materials.

- B. All responses, both electronic and via mail, should be limited to single-sided and the minimum type or font size for text shall be 12 point. All margins should be a minimum of 1".

For responses submitted via mail, responses should be submitted on standard 8 ½" x 11" paper and electronic copy (PDF) or USB compatible flash-based memory stick. Charts and exhibits may be on 11" X 17" paper but must be folded to the standard 8 ½" X 11" size.

All responses, both electronic and via mail, shall be limited to 35 pages, including type text, charts, photographs. The page count does not include:

- Cover letter (one page)
- Front and back cover, table of contents, and section dividers
- Resumes which shall be part of an appendix
- Anything which is to be included in the appendix does not count towards the 35-page limit; this includes the conflict of interest disclosure form and W-9.

Table of Contents - Include with the proposal a Table of Contents that includes page number references. The Table of Contents should be in sufficient detail to facilitate easy reference of the sections of the proposal. All responses must be assembled and indexed according to the order listed in this RFQ. Supplemental information and attachments included by your firm (i.e., not required) should be clearly identified in the Table of Contents and provided as a separate section.

- C. Respondents should carefully read the information contained herein and submit a complete response to all requirements and questions as directed.
- D. Submittals and any other information submitted by Respondents shall become the property of RGISC.
- E. RGISC will not provide compensation to Respondents for any expenses incurred by the Respondent(s) for submittal preparation or for any demonstrations that may be made. Respondents submit qualifications at their own risk and expense.
- F. Submittals which are qualified with conditional clauses, or alterations, or items not called for in the RFQ documents, or irregularities of any kind are subject to disqualification by RGISC, at its option.
- G. Each submittal should be prepared simply and economically, providing a straightforward, concise description of your firm's ability to meet the requirements of this RFQ. Emphasis should be on completeness, clarity of content, responsiveness to the requirements, and an understanding of RGISC's needs.
- H. RGISC makes no guarantee that an award will be made as a result of this RFQ and reserves the right to accept or reject any or all submittals, waive any formalities or minor technical inconsistencies, or delete any item/requirements from this RFQ or contract when deemed to be in RGISC's best interest. Representations made within the qualification submittal will be binding on responding firms.
- I. Failure to comply with the requirements contained in this Request for Qualifications may result in the rejection of your proposal.

- J. When three related projects are requested, do not list more than three. When at least three project examples are requested, do not list more than five.
- K. Due Date:

ELECTRONIC SUBMITTALS:

For electronic submittals, requested information shall be submitted through the submission form on the following website:

www.rgisc.org/bids

All required information and documents, including attachments and required forms must be compiled into a single PDF file for upload. Use the naming convention ***“RFQ_Proposal_FirmName_24-001”*** for your submission. Electronic submittals must be uploaded and received by 5:00PM (CST), FEBRUARY 28TH, 2024. Incomplete or late submissions will not be accepted.

MAIL SUBMITTAL:

For mail submittals, one original, five identical copies, and one (1) USB memory stick containing the full proposal must be received by RGISC at the address listed below by 5:00PM (CST), FEBRUARY 28TH, 2024.

Rio Grande International Study Center
1 West End Washington St. Bldg. P-11
Laredo, Texas 78040
ATTN: Martin Castro
RFQ River Restoration Project RGISC – 24-001

Late proposals properly identified will be returned to Respondent unopened. Late proposals will not be considered under any circumstances. Telephone, Facsimile, and email proposals *are not* acceptable.

- L. Proposer’s must complete, sign, and return the attached Acknowledgement and Certification of Offer, W-9, as part of their statement of qualification. Proposal must be signed by Respondent's company official(s) authorized to commit such proposals. Failure to sign and return these forms will subject your proposal to disqualification.
- M. Statement of Qualifications shall not include proposals for fees, pricing, or other compensation.
- N. Disclosure of Current or Previous Relationship. Any individual, firm, or team submitting a proposal (including to perform work for RGISC shall disclose in its submittal the existence of any current or previous (defined as one terminating within 12 months prior to submission of the proposal) business relationship with any of the RGISC’s board members, or key personnel, including the Executive Director. The disclosure shall include information on the nature of the relationship, the current status, and the date of termination, or expected termination, if known, of the relationship. Failure to make the disclosure required in this section is grounds for rejection of the proposal and disqualification from further consideration for the project or work which is the subject of the proposal.

VI. Questions or Inquiries

All questions or inquiries (including all technical, contract, or administrative questions) regarding the services required or the procurement process should be submitted via email and addressed to Martin Castro at martin@rgisc.org.

Questions or inquiries made outside of these instructions (i.e. phone calls or in-person) will not be accepted. The deadline for receipt of questions is 11:59PM (CST) on **FEBRUARY 16TH, 2024**. Questions (edited as deemed appropriate by RGISC) and answers may be made available to all interested parties via the RGISC website. Proposers are responsible for monitoring the RGISC's website for periodic updates.

EXHIBIT A

GENERAL TERMS AND CONDITIONS

1. RGISC's Right to Audit and Access to Records

At any time during the term of the term of the Contract and for a period of five (5) years after final payment has been issued, RGISC or a duly authorized audit representative of RGISC, at its expense and at reasonable times, reserves the right to audit records and books relevant to all services provided under this Contract including, checking expenses described and/or contemplated in the Agreement; as well as the right to examination and copying of any records, accounts, and other documents and sources of information related to the project, and otherwise confirming the Proper's compliance with the terms of the Agreement. In the event such an audit by RGISC reveals any errors/overpayments by RGISC, vendor shall refund RGISC the full amount of such overpayments within thirty (30) days of such audit findings, or RGISC, at its option, reserves the right to deduct such amounts owing RGISC from any payments due by vendor.

2. Insurance

A. For any Contract which requires the Vendor to provide on-site services, the Vendor shall, prior to commencement of work, provide RGISC with Certificates of Insurance in the below amounts and shall maintain such coverage in effect for the full duration of the Contract unless such Contract specifies different coverages or amounts.

Types of Insurance Coverage

Limits of Liability

- | | |
|--|---|
| 1. Workers' Compensation: | Statutory limits, including Employer's Liability coverage at minimum limits of \$1,000,000/occurrence/each accident
\$1,000,000 disease each occurrence/\$1,000,000 by disease aggregate |
| 2. Comprehensive General Liability: | \$1,000,000.00 each occurrence
\$1,000,000.00 in the aggregate |
| 3. Commercial Auto Liability | Minimum combined single limits of \$1,000,000/occurrence for bodily injury & property damage, including owned, non-owned, & hired car coverage |
| 4. Professional Liability (E&O Coverage) | Minimum amounts
\$2,000,000 per occurrence
\$2,000,000 per aggregate
Deductibles or self-insured retention amounts shall not exceed \$25,000. |
| 5. Products Completed Operations | \$1,000,00 aggregate (to be maintained for a period of 2 years after Final Payment. |

B. Vendor shall deliver to RGISC:

1. Certificates evidencing the existence of all such insurance promptly upon the date of any agreement; and

2. Replacement certificates not less than thirty (30) days prior to the expiration of any such insurance. If, however, Vendor fails to pay any of the renewal premiums for the expiring policies, RGISC shall have the right to make such payments and set off the amount thereof against the next payment coming due to Vendor; and

3. Vendor shall name RGISC as an additional under policies for commercial general liability and comprehensive automotive liability.

C. The insurance policies required in this RFQ shall be kept in force for the periods specified below:

1. Vendor shall maintain its insurance in full force and effect and uninterrupted during the term of this Agreement and after the completion of services under this Agreement until the completion of any applicable statute of limitations, such period to be not less than one year from Final Completion of all construction of this Project as to workers compensation, two years from the Final Completion of all construction of this Project as to commercial general liability, and comprehensive automobile liability, and not less than ten years from the Substantial Completion as allowed by Texas Civil Practice and Remedies Code § 16.008, as to errors and omissions insurance. Vendor shall furnish to Owner insurance certificates, policies, and endorsements upon request at any time.

2. Workers' Compensation Insurance shall be kept in force until the Vendor's obligations have been fully performed.

D. Contractor shall provide RGISC a full and complete copy of any insurance policy promptly upon request by RGISC, and without charge to RGISC.

E. Insurance must be purchased from insurers that are financially acceptable to RGISC. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

F. All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverage's according to requirements and instructions set forth herein.

2. Shall specifically set forth notice of cancellation or termination provisions to RGISC.

3. **Publicity**

Vendor agrees that it shall not publicize this Contract or disclose, confirm, or deny any details thereof to third parties or use any photographs or video recordings of RGISC's employees or use RGISC's name in connection with any sales promotion or publicity event without the prior express written approval of RGISC.

4. **Assignment**

The potential professional services agreement with Vendor resulting from this RFQ is a personal service contract for the services of Vendor, and Vendor's interest in such agreement, duties thereunder and/or fees due thereunder may not be assigned or delegated to a third party. The benefits and burdens of this agreement are, however, assignable by RGISC.

5. **Patent and Copyright**

Vendor shall pay for any royalties, license fees, copyrights or trade and service marks required to perform the services required by this Contract.

6. **Governing Law**

This RFQ and resulting agreement shall be construed and governed by the laws of the State of Texas. In the event of any legal dispute related to the services to be performed under the agreement executed pursuant to this RFQ, such dispute shall be resolved in a court located in Laredo, Webb County, Texas.

7. **Federal Contract Requirements**

2 CFR 200.327 Contract Provisions. Additional federal contract provisions are provided in Exhibit D

8. **Subconsultant Services**

The selection and services assigned to subconsultants must be approved in advance by RGISC. The subconsultants must be qualified to perform all work assigned to them. Responsibility for sublet, assigned, or transferred work will remain with Proposer. The Proposer will be responsible for ensuring the subconsultant's compliance with RGISC's Conflict of Interest Policy and adherence to applicable regulatory and statutory governmental requirements.

9. **Ownership of Plans**

Notwithstanding any provision in the Agreement, or in common law or statute to the contrary, all of the plans, tracings, electronic records, proposals, sketches, diagrams, charts, calculations, correspondence, memoranda, logs, survey notes, test procedures, test data, recommendations, reports, and other data and material, and any part thereof, compiled or to be compiled by or on behalf of the Proposer, including all methods to generate any of the above, together with all materials and data furnished to RGISC, shall at all times be and remain the property of RGISC and shall not be subject to any further restriction or limitation on their further use by or on behalf of the RGISC.

10. **Indemnity**

VENDOR AGREES TO INDEMNIFY RGISC DURING PROJECT AND FOR A PERIOD OF EIGHT (8) YEARS AFTER SUBSTANTIAL COMPLETION OF THE PROJECT, INDEMNIFY AND HOLD HARMLESS, RGISC, ITS OFFICERS, AGENTS, REPRESENTATIVES, SERVANTS, AND EMPLOYEES FROM ANY LOSS, DAMAGE, LIABILITY, OR EXPENSE, INCLUDING ATTORNEY'S FEES, INCURRED BY RGISC ON ACCOUNT OF DAMAGE OR DESTRUCTION TO PROPERTY AND INJURIES, INCLUDING DEATH, TO ANY OR ALL PERSONS, INCLUDING INVITEES, EMPLOYEES OF RGISC, OR SUBCONTRACTORS, AND ALL OTHER PERSONS PERFORMING ANY PART OF THE WORK , THAT IS CAUSED BY OR RESULTS FROM THE AN OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIES, COMMITTED BY VENDOR OR THE VENDOR'S AGENT, CONSULTANT UNDER CONTRACT, OR ANY

OTHER ENTITY OVER WHICH THE VENDOR EXERCISES CONTROL, PROVIDED AND EXCEPT, HOWEVER, THAT THIS INDEMNIFICATION PROVISION SHALL NOT BE CONSTRUED AS REQUIRING VENDOR TO INDEMNIFY OR HOLD RGISC HARMLESS FOR ANY LOSS, DAMAGE, LIABILITY, OR EXPENSE ON ACCOUNT OF DAMAGED PROPERTY OR INJURIES, INCLUDING DEATH TO ANY PERSON, WHICH MAY ARISE OUT OF OR MAY BE CAUSED BY ANY ACT OF NEGLIGENCE OR BREACH OF OBLIGATION UNDER THIS AGREEMENT BY RGISC OR RGISC'S EMPLOYEES OR AGENTS, EXCEPT VENDOR.

EXHIBIT B

EXECUTION OF RESPONDENT'S ACKNOWLEDGEMENT AND CERTIFICATION

THIS EXECUTION OF ACKNOWLEDGEMENT AND CERTIFICATION MUST BE COMPLETED, SIGNED, AND RETURNED WITH RESPONDENT'S STATEMENT OF QUALIFICATIONS. FAILURE TO COMPLETE, SIGN AND RETURN THIS EXECUTION OF RESPONDENT'S ACKNOWLEDGEMENT AND CERTIFICATION MAY RESULT IN REJECTION OF THE PROPOSAL.

SIGNING A FALSE STATEMENT MAY VOID THE SUBMITTED PROPOSAL OR ANY AGREEMENTS OR OTHER CONTRACTUAL ARRANGEMENTS WHICH MAY RESULT FROM THE SUBMISSION OF RESPONDENT'S STATEMENT OF QUALIFICATION. A FALSE CERTIFICATION SHALL BE DEEMED A MATERIAL BREACH OF CONTRACT AND, AT RGISC'S OPTION, MAY RESULT IN TERMINATION OF ANY RESULTING CONTRACT.

1. By signature hereon, Respondent acknowledges and agrees that (1) this RFQ is a solicitation for qualifications and is *not* a contract or an offer to contract; (2) the submission of a statement of qualifications by Respondent in response to this RFQ will *not* create a contract between RGISC and Respondent; (3) RGISC has made no representation or warranty, written or oral, that one or more contracts with RGISC will be awarded under this RFQ; and (4) Respondent shall bear, as its sole risk and responsibility, any cost which arises from Respondent's preparation of a response to this RFQ.
2. By signature hereon, Respondent offers and agrees to furnish to RGISC the deliverables and services set forth in the RFQ documents.
3. By signature hereon, Respondent affirms that he/she has not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service, or other thing of value, to any RGISC Employee / Board Director or relative of an RGISC Employee / Board Director in connection with the submitted proposal.
4. By signature hereon, Respondent certifies and represents that he/she has not received any information not available to other Respondents so as to give the undersigned a preferential advantage with respect to this proposal.
5. By signature hereon, the Respondent hereby certifies that neither the Respondent nor the firm, corporation, partnership, or institution represented by the Respondent, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this state, codified in Section 15.01, et. seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.
6. By signature hereon, Respondent represents and warrants that:
 - a. Respondent is a reputable company regularly engaged in providing products and/or services necessary to meet the terms, conditions, and requirements of the RFQ;
 - b. Respondent has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the terms, conditions, and requirements of the RFQ;

- c. Respondent is aware of, is fully informed about, and is in full compliance with all applicable federal, state, and local laws, rules, regulations, and ordinances;
 - d. Respondent understands (i) the requirements and specifications set forth in this RFQ and (ii) the terms and conditions set forth in the Contract under which Respondent will be required to operate;
 - e. Respondent, if selected by RGISC, will maintain insurance as required by the Contract;
 - f. All statements, information and representations prepared and submitted in response to this RFQ are current, complete, true, and accurate. Respondent acknowledges that RGISC will rely on such statements, information, and representations in selecting the Qualified Respondent. If selected by RGISC as the Qualified Respondent, Respondent will notify RGISC immediately of any material change in any matters with regard to which Respondent has made a statement or representation or provided information.
7. By signature hereon, Respondent certifies that the individual signing this document and the documents made part of the RFQ is authorized to sign such documents on behalf of the company and to bind the company under any agreements or other contractual arrangements which may result from the submission of Respondent's statement of qualifications.
 8. By signature hereon, Respondent certifies that no relationship, whether by relative, business associate, capital funding agreement or by any other such kinship exists between Respondent and an employee/ board director of RGISC.
 9. By signature hereon, Respondent signifies his/her compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action as well as all applicable federal requirements applicable to the project.
 10. By submitting a response to this RFQ, Respondent attests that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal grant and/or assistance programs or activities.
 11. By signature hereon, Respondent agrees to defend, indemnify, and hold harmless RGISC, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of Respondent or any agent, employee, subcontractor, or supplier of Respondent in the execution or performance of any agreements or other contractual arrangements which may result from the submission of Respondent's proposal.

Please complete the following:

Respondent's EIN No: _____

If Sole Owner: Respondent's SS No (Last 4 Numbers Only): _____

If a Corporation: Respondent's State of Incorporation: _____

Respondent's Charter No: _____

Please identify each person who owns at least 25% of Respondent's business entity by name and social security number, ***last four digits only***.

Name Social Security Number

Name Social Security Number

Name Social Security Number

Name Social Security Number

Submitted and Certified By:

(Respondent's Name)

(Authorized Signature)

(Date)

(Printed Name/Title)

(Street Address)

(Telephone Number)

(City, State, Zip Code)

(Facsimile Number)

EXHIBIT C

W-9 (TAXPAYER IDENTIFICATION AND CERTIFICATION)

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	Exempt payee code (if any) _____
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	Exemption from FATCA reporting code (if any) _____
	<input type="checkbox"/> Other (see instructions) ▶ _____	<i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number												
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Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or “doing business as” (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a “disregarded entity.” See Regulations section 301.7701-2(c)(2)(iii). Enter the owner’s name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2, “Business name/disregarded entity name.” If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

EXHIBIT D

REQUIRED FEDERAL CONTRACT PROVISIONS

2 CFR 200.326 Contract provisions. The following contract provisions must be included in all contracts executed as a result of this RFQ.

All Contracts

THRESHOLD	PROVISION	CITATION
	Contracts for more than the simplified acquisition threshold currently SET AT \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.	2 CFR 200 APPENDIX II (A)
>\$10,000	All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.	2 CFR 200 APPENDIX II (B) 29 CFR §5.5(b)(1)-(4)
>\$100,000 that involve employment of mechanics & laborers	<p>Where applicable, compliance with Contract Hours and Safety Standards Act</p> <p>(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.</p> <p>(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.</p> <p>(3) <i>Withholding for unpaid wages and liquidated damages.</i> The RGISC 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.</p> <p>(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</p>	2 CFR 200 APPENDIX II (E)

	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.	
If applicable	<p>Right to Inventions Made Under a Contract or Agreement.</p> <p>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.</p> <p>Funding Agreement means any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.</p>	2 CFR 200 APPENDIX II (F)
>\$150,000.00	<p>“Clean Air Act”</p> <p>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 et seq. The contractor agrees to report each violation to the RGISC and understands and agrees that the RGISC will, in turn, report each violation as required to the U.S. Department of Agriculture, Natural Resources Conservation Service and the Regional Office of Environmental Protection Agency (EPA)</p>	2 CFR 200 APPENDIX II (G)
None	<p>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 government-wide 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. In general, an “excluded party” cannot receive a Federal grant or a contract within the meaning of a “covered transaction,” to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients.</p>	2 CFR 200 APPENDIX II (H)
None	<p>Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.</p> <p>(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.</p> <p>(b) Affirmative steps must include:</p> <p>(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;</p> <p>(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;</p>	2 CFR 200.321

	<p>(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;</p> <p>(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;</p> <p>(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</p> <p>(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.</p>	
<p>>\$10,000</p>	<p>Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."</p> <p>41 CFR 60-1.4 Equal opportunity clause.</p> <p>(b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:</p> <p>The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:</p> <p>During the performance of this contract, the contractor agrees as follows:</p> <p>(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:</p> <p>Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and 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.</p>	<p>41 CFR §60-1.4(b) and 2 CFR 200 (C) APPENDIX II</p>

	<p>(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.</p> <p>(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.</p> <p>(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:</p> <p>Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor</p>	
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	<p>may request the United States to enter into such litigation to protect the interests of the United States.</p> <p>The applicant 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 applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.</p> <p>The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.</p> <p>The applicant 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 applicant 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 applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.</p>	
<p>>\$2,000 Prime construction contracts in excess of \$2,000</p>	<p>Davis-Bacon Act</p> <p>The Davis Bacon and Related Acts, and their implementing regulations, including the applicable contract clauses, identified at 29 CFR § 5.5, and Davis-Bacon Wage Determination No. AL20220091, modification No. 3, published March 17, 2022, are incorporated by reference into any contract pursuant to this RFQ as if fully set forth herein. The prevailing wages for service contracts and building construction projects are attached as Exhibit D-1. Violations of Davis-Bacon Labor standards may be grounds for contract termination, contractor liability for any resulting cost to the government, and debarment from future contracts for a period of three years. These provisions are applicable to any subcontract agreements.</p> <p>Compliance with the Copeland "Anti-Kickback" Act. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.</p> <p>Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as may be required, including and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. Breach. A breach of the contract clauses above may be grounds for termination of the contract.</p>	<p>2 CFR 200 APPEND IX II (exhibit D-1)</p>

	<p>When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.</p>	
>\$100,000	<p>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. See Exhibit D-2</p>	<p>2 CFR 200 APPENDIX II (I) and 31 USC 1352 (Exhibit D-2)</p>
Not applicable to nonprofit organizations	Not applicable to nonprofit organizations	2 CFR 200.323 APPENDIX II (J)
None	<p>Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.</p> <p>Contractor and its subcontractors are prohibited from obligating or expending loan or grant funds to:</p> <p>(1) Procure or obtain;</p> <p>(2) Extend or renew a contract to procure or obtain; or</p> <p>(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).</p> <p>(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</p>	2 CFR 200.216 APPENDIX II (K)

	<p>telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).</p> <p>(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.</p> <p>(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.</p> <p>(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.</p>	
None	<p>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, materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.</p> <p>For the 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> means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber and lumber.</p>	2 CFR 200.322 APPENDIX II (L)
None	<p>Contingent Upon Award of Grant Funds. The contract award is contingent upon the receipt of USDA NRISC funds. If no such funds are awarded, the contract shall terminate.</p>	N/A

EXHIBIT D-1

**REGISTER OF WAGE DETERMINATIONS
SERVICE CONTRACT ACT AND
BUILDING CONSTRUCTION PROJECTS**

"REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Daniel W. Simms Division of
Director Wage Determinations

Wage Determination No.: 2015-5239
Revision No.: 24
Date Of Last Revision: 12/26/2023

Note: Contracts subject to the Service Contract Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022: determination,	Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage if it is higher) for all hours spent performing on the contract in 2024.
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If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022: determination,	Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage if it is higher) for all hours spent performing on the contract in 2024.
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The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the Executive Orders is available at www.dol.gov/whd/govcontracts.

State: Texas

Area: Texas County of Webb

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.09***
01012 - Accounting Clerk II		16.95***
01013 - Accounting Clerk III		18.96
01020 - Administrative Assistant		25.49
01035 - Court Reporter		17.29
01041 - Customer Service Representative I		14.68***
01042 - Customer Service Representative II		16.02***
01043 - Customer Service Representative III		17.99
01051 - Data Entry Operator I		13.43***
01052 - Data Entry Operator II		14.65***
01060 - Dispatcher, Motor Vehicle		18.14
01070 - Document Preparation Clerk		13.76***
01090 - Duplicating Machine Operator		13.76***
01111 - General Clerk I		14.10***
01112 - General Clerk II		15.38***
01113 - General Clerk III		17.28
01120 - Housing Referral Assistant		19.27
01141 - Messenger Courier		13.14***
01191 - Order Clerk I		13.92***
01192 - Order Clerk II		15.19***
01261 - Personnel Assistant (Employment) I		15.66***
01262 - Personnel Assistant (Employment) II		17.51
01263 - Personnel Assistant (Employment) III		19.52
01270 - Production Control Clerk		18.69
01290 - Rental Clerk		13.99***
01300 - Scheduler, Maintenance		15.46***
01311 - Secretary I		15.46***
01312 - Secretary II		17.29
01313 - Secretary III		19.27
01320 - Service Order Dispatcher		16.22***
01410 - Supply Technician		25.49

01420 - Survey Worker	17.29
01460 - Switchboard Operator/Receptionist	12.56***
01531 - Travel Clerk I	12.70***
01532 - Travel Clerk II	13.95***
01533 - Travel Clerk III	16.49***
01611 - Word Processor I	13.76***
01612 - Word Processor II	15.46***
01613 - Word Processor III	17.29
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	22.10
05010 - Automotive Electrician	16.91***
05040 - Automotive Glass Installer	15.79***
05070 - Automotive Worker	15.79***
05110 - Mobile Equipment Servicer	13.68***
05130 - Motor Equipment Metal Mechanic	17.96
05160 - Motor Equipment Metal Worker	15.79***
05190 - Motor Vehicle Mechanic	17.96
05220 - Motor Vehicle Mechanic Helper	12.72***
05250 - Motor Vehicle Upholstery Worker	14.73***
05280 - Motor Vehicle Wrecker	15.79***
05310 - Painter, Automotive	16.91***
05340 - Radiator Repair Specialist	15.79***
05370 - Tire Repairer	13.87***
05400 - Transmission Repair Specialist	17.96
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.45***
07041 - Cook I	11.19***
07042 - Cook II	12.92***
07070 - Dishwasher	10.37***
07130 - Food Service Worker	12.51***
07210 - Meat Cutter	13.82***
07260 - Waiter/Waitress	9.89***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	21.18
09040 - Furniture Handler	13.46***
09080 - Furniture Refinisher	21.18
09090 - Furniture Refinisher Helper	15.94***
09110 - Furniture Repairer, Minor	18.46
09130 - Upholsterer	21.18
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.51***
11060 - Elevator Operator	11.26***
11090 - Gardener	17.53
11122 - Housekeeping Aide	11.26***
11150 - Janitor	11.26***
11210 - Laborer, Grounds Maintenance	13.77***
11240 - Maid or Houseman	10.41***
11260 - Pruner	12.53***
11270 - Tractor Operator	16.30***
11330 - Trail Maintenance Worker	13.77***

11360 - Window Cleaner	12.38***
12000 - Health Occupations	
12010 - Ambulance Driver	17.25
12011 - Breath Alcohol Technician	20.95
12012 - Certified Occupational Therapist Assistant	34.97
12015 - Certified Physical Therapist Assistant	37.30
12020 - Dental Assistant	17.91
12025 - Dental Hygienist	45.25
12030 - EKG Technician	32.97
12035 - Electroneurodiagnostic Technologist	32.97
12040 - Emergency Medical Technician	17.25
12071 - Licensed Practical Nurse I	20.35
12072 - Licensed Practical Nurse II	22.77
12073 - Licensed Practical Nurse III	25.39
12100 - Medical Assistant	14.54***
12130 - Medical Laboratory Technician	22.33
12160 - Medical Record Clerk	14.87***
12190 - Medical Record Technician	16.63***
12195 - Medical Transcriptionist	19.45
12210 - Nuclear Medicine Technologist	47.81
12221 - Nursing Assistant I	13.07***
12222 - Nursing Assistant II	14.69***
12223 - Nursing Assistant III	16.03***
12224 - Nursing Assistant IV	18.01
12235 - Optical Dispenser	17.37
12236 - Optical Technician	25.52
12250 - Pharmacy Technician	17.86
12280 - Phlebotomist	16.48***
12305 - Radiologic Technologist	30.07
12311 - Registered Nurse I	26.57
12312 - Registered Nurse II	32.50
12313 - Registered Nurse II, Specialist	32.50
12314 - Registered Nurse III	39.31
12315 - Registered Nurse III, Anesthetist	39.31
12316 - Registered Nurse IV	47.13
12317 - Scheduler (Drug and Alcohol Testing)	25.97
12320 - Substance Abuse Treatment Counselor	30.23
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	25.44
13012 - Exhibits Specialist II	31.54
13013 - Exhibits Specialist III	38.61
13041 - Illustrator I	25.67
13042 - Illustrator II	31.54
13043 - Illustrator III	38.61
13047 - Librarian	34.97
13050 - Library Aide/Clerk	18.30
13054 - Library Information Technology Systems Administrator	31.54
13058 - Library Technician	14.43***
13061 - Media Specialist I	22.75

13062 - Media Specialist II	25.44
13063 - Media Specialist III	28.39
13071 - Photographer I	22.14
13072 - Photographer II	24.77
13073 - Photographer III	30.69
13074 - Photographer IV	37.53
13075 - Photographer V	45.42
13090 - Technical Order Library Clerk	17.87
13110 - Video Teleconference Technician	19.21
14000 - Information Technology Occupations	
14041 - Computer Operator I	16.37***
14042 - Computer Operator II	18.30
14043 - Computer Operator III	20.42
14044 - Computer Operator IV	22.68
14045 - Computer Operator V	25.12
14071 - Computer Programmer I	(see 1) 19.06
14072 - Computer Programmer II	(see 1) 23.61
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	16.37***
14160 - Personal Computer Support Technician	22.68
14170 - System Support Specialist	27.75
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	31.79
15020 - Aircrew Training Devices Instructor (Rated)	38.46
15030 - Air Crew Training Devices Instructor (Pilot)	46.09
15050 - Computer Based Training Specialist / Instructor	31.79
15060 - Educational Technologist	34.54
15070 - Flight Instructor (Pilot)	46.09
15080 - Graphic Artist	17.97
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	46.09
15086 - Maintenance Test Pilot, Rotary Wing	46.09
15088 - Non-Maintenance Test/Co-Pilot	46.09
15090 - Technical Instructor	22.40
15095 - Technical Instructor/Course Developer	26.85
15110 - Test Proctor	16.37***
15120 - Tutor	16.37***
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.88***
16030 - Counter Attendant	9.88***
16040 - Dry Cleaner	11.61***
16070 - Finisher, Flatwork, Machine	9.88***
16090 - Presser, Hand	9.88***
16110 - Presser, Machine, Drycleaning	9.88***
16130 - Presser, Machine, Shirts	9.88***
16160 - Presser, Machine, Wearing Apparel, Laundry	9.88***
16190 - Sewing Machine Operator	12.20***

16220 - Tailor	12.86***
16250 - Washer, Machine	10.36***
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	21.18
19040 - Tool And Die Maker	26.47
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	13.00***
21030 - Material Coordinator	18.69
21040 - Material Expediter	18.69
21050 - Material Handling Laborer	13.82***
21071 - Order Filler	14.60***
21080 - Production Line Worker (Food Processing)	13.00***
21110 - Shipping Packer	13.98***
21130 - Shipping/Receiving Clerk	13.98***
21140 - Store Worker I	12.43***
21150 - Stock Clerk	16.58***
21210 - Tools And Parts Attendant	13.00***
21410 - Warehouse Specialist	13.00***
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	23.82
23019 - Aircraft Logs and Records Technician	18.46
23021 - Aircraft Mechanic I	22.50
23022 - Aircraft Mechanic II	23.82
23023 - Aircraft Mechanic III	25.09
23040 - Aircraft Mechanic Helper	15.94***
23050 - Aircraft, Painter	21.18
23060 - Aircraft Servicer	18.46
23070 - Aircraft Survival Flight Equipment Technician	21.18
23080 - Aircraft Worker	19.77
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	19.77
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	22.50
23110 - Appliance Mechanic	21.18
23120 - Bicycle Repairer	17.14***
23125 - Cable Splicer	23.37
23130 - Carpenter, Maintenance	17.80
23140 - Carpet Layer	19.77
23160 - Electrician, Maintenance	20.79
23181 - Electronics Technician Maintenance I	19.77
23182 - Electronics Technician Maintenance II	21.18
23183 - Electronics Technician Maintenance III	22.50
23260 - Fabric Worker	18.46
23290 - Fire Alarm System Mechanic	22.50
23310 - Fire Extinguisher Repairer	17.14***
23311 - Fuel Distribution System Mechanic	22.50
23312 - Fuel Distribution System Operator	17.14***
23370 - General Maintenance Worker	13.89***
23380 - Ground Support Equipment Mechanic	22.50
23381 - Ground Support Equipment Servicer	18.46

23382 - Ground Support Equipment Worker	19.77
23391 - Gunsmith I	17.14***
23392 - Gunsmith II	19.77
23393 - Gunsmith III	22.50
23410 - Heating, Ventilation And Air-Conditioning Mechanic	21.04
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	22.26
23430 - Heavy Equipment Mechanic	19.38
23440 - Heavy Equipment Operator	17.98
23460 - Instrument Mechanic	22.50
23465 - Laboratory/Shelter Mechanic	21.18
23470 - Laborer	13.82***
23510 - Locksmith	21.18
23530 - Machinery Maintenance Mechanic	24.56
23550 - Machinist, Maintenance	22.50
23580 - Maintenance Trades Helper	13.70***
23591 - Metrology Technician I	22.50
23592 - Metrology Technician II	23.82
23593 - Metrology Technician III	25.09
23640 - Millwright	22.50
23710 - Office Appliance Repairer	16.75***
23760 - Painter, Maintenance	16.05***
23790 - Pipefitter, Maintenance	20.62
23810 - Plumber, Maintenance	19.41
23820 - Pneudraulic Systems Mechanic	22.50
23850 - Rigger	22.50
23870 - Scale Mechanic	19.77
23890 - Sheet-Metal Worker, Maintenance	22.50
23910 - Small Engine Mechanic	19.77
23931 - Telecommunications Mechanic I	21.84
23932 - Telecommunications Mechanic II	23.10
23950 - Telephone Lineman	27.85
23960 - Welder, Combination, Maintenance	19.83
23965 - Well Driller	22.50
23970 - Woodcraft Worker	22.50
23980 - Woodworker	17.14***
24000 - Personal Needs Occupations	
24550 - Case Manager	19.07
24570 - Child Care Attendant	9.68***
24580 - Child Care Center Clerk	12.07***
24610 - Chore Aide	10.62***
24620 - Family Readiness And Support Services Coordinator	19.07
24630 - Homemaker	19.07
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	20.45
25040 - Sewage Plant Operator	19.25
25070 - Stationary Engineer	20.45
25190 - Ventilation Equipment Tender	14.49***

25210 - Water Treatment Plant Operator	19.25
27000 - Protective Service Occupations	
27004 - Alarm Monitor	17.88
27007 - Baggage Inspector	11.02***
27008 - Corrections Officer	19.22
27010 - Court Security Officer	22.61
27030 - Detection Dog Handler	14.63***
27040 - Detention Officer	19.22
27070 - Firefighter	25.74
27101 - Guard I	11.02***
27102 - Guard II	14.63***
27131 - Police Officer I	35.29
27132 - Police Officer II	39.23
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.40***
28042 - Carnival Equipment Repairer	14.40***
28043 - Carnival Worker	10.30***
28210 - Gate Attendant/Gate Tender	15.16***
28310 - Lifeguard	11.36***
28350 - Park Attendant (Aide)	16.95***
28510 - Recreation Aide/Health Facility Attendant	12.29***
28515 - Recreation Specialist	20.85
28630 - Sports Official	13.50***
28690 - Swimming Pool Operator	16.62***
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	19.77
29020 - Hatch Tender	19.77
29030 - Line Handler	19.77
29041 - Stevedore I	18.46
29042 - Stevedore II	21.18
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	44.59
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	30.75
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	33.86
30021 - Archeological Technician I	18.34
30022 - Archeological Technician II	20.51
30023 - Archeological Technician III	25.42
30030 - Cartographic Technician	25.42
30040 - Civil Engineering Technician	23.14
30051 - Cryogenic Technician I	28.15
30052 - Cryogenic Technician II	31.09
30061 - Drafter/CAD Operator I	18.34
30062 - Drafter/CAD Operator II	20.51
30063 - Drafter/CAD Operator III	22.87
30064 - Drafter/CAD Operator IV	28.15
30081 - Engineering Technician I	16.18***
30082 - Engineering Technician II	17.90
30083 - Engineering Technician III	20.31
30084 - Engineering Technician IV	25.16
30085 - Engineering Technician V	30.34

30086 - Engineering Technician VI	36.71
30090 - Environmental Technician	25.42
30095 - Evidence Control Specialist	25.42
30210 - Laboratory Technician	22.87
30221 - Latent Fingerprint Technician I	28.15
30222 - Latent Fingerprint Technician II	31.09
30240 - Mathematical Technician	25.42
30361 - Paralegal/Legal Assistant I	22.07
30362 - Paralegal/Legal Assistant II	27.35
30363 - Paralegal/Legal Assistant III	33.45
30364 - Paralegal/Legal Assistant IV	40.47
30375 - Petroleum Supply Specialist	31.09
30390 - Photo-Optics Technician	25.42
30395 - Radiation Control Technician	31.09
30461 - Technical Writer I	25.42
30462 - Technical Writer II	31.09
30463 - Technical Writer III	37.61
30491 - Unexploded Ordnance (UXO) Technician I	28.34
30492 - Unexploded Ordnance (UXO) Technician II	34.29
30493 - Unexploded Ordnance (UXO) Technician III	41.10
30494 - Unexploded (UXO) Safety Escort	28.34
30495 - Unexploded (UXO) Sweep Personnel	28.34
30501 - Weather Forecaster I	28.15
30502 - Weather Forecaster II	34.24
30620 - Weather Observer, Combined Upper Air Or	(see 2) 22.87
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 25.42
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	34.29
31020 - Bus Aide	14.98***
31030 - Bus Driver	20.53
31043 - Driver Courier	18.41
31260 - Parking and Lot Attendant	12.89***
31290 - Shuttle Bus Driver	18.04
31310 - Taxi Driver	11.32***
31361 - Truckdriver, Light	19.84
31362 - Truckdriver, Medium	21.39
31363 - Truckdriver, Heavy	21.51
31364 - Truckdriver, Tractor-Trailer	21.51
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	16.72***
99030 - Cashier	11.00***
99050 - Desk Clerk	10.57***
99095 - Embalmer	28.34
99130 - Flight Follower	28.34
99251 - Laboratory Animal Caretaker I	17.98
99252 - Laboratory Animal Caretaker II	19.33
99260 - Marketing Analyst	29.89
99310 - Mortician	28.34
99410 - Pest Controller	20.82

99510 - Photofinishing Worker	14.89***
99710 - Recycling Laborer	18.35
99711 - Recycling Specialist	21.71
99730 - Refuse Collector	16.69***
99810 - Sales Clerk	11.26***
99820 - School Crossing Guard	13.82***
99830 - Survey Party Chief	23.14
99831 - Surveying Aide	15.74***
99832 - Surveying Technician	19.36
99840 - Vending Machine Attendant	17.98
99841 - Vending Machine Repairer	22.31
99842 - Vending Machine Repairer Helper	17.98

***Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20 per hour) or 13658 (\$12.90 per hour). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 and 13658 are not currently being enforced as to contracts or contract-like instruments entered into with the federal government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on federal lands. The minimum wage requirements of Executive Order 14026 also are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.98 per hour, up to 40 hours per week, or \$199.20 per week or \$863.20 per month

HEALTH & WELFARE EO 13706: \$4.57 per hour, up to 40 hours per week, or \$182.80 per week, or \$792.13 per month*

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; and 3 weeks after 10 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: This wage determination does not apply to any individual employed in a bona fide executive, administrative, or professional capacity, as defined in 29 C.F.R. Part 541. (See 41 C.F.R. 6701(3)). Because most Computer Systems Analysts and Computer Programmers who are paid at least \$27.63 per hour (or at least \$684 per week if paid on a salary or fee basis) likely qualify as exempt computer professionals under 29 U.S.C. 213(a)(1) and 29 U.S.C. 213(a)(17), this wage determination may not include wage rates for all occupations within those job families. In such instances, a conformance will be necessary if there are nonexempt employees in these job families working on the contract.

Job titles vary widely and change quickly in the computer industry, and are not determinative of whether an employee is an exempt computer professional. To be exempt, computer employees who satisfy the compensation requirements must also have a primary duty that consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer

programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

Any computer employee who meets the applicable compensation requirements and the above duties test qualifies as an exempt computer professional under both section 13(a)(1) and section 13(a)(17) of the Fair Labor Standards Act. (Field Assistance Bulletin No. 2006-3 (Dec. 14, 2006)). Accordingly, this wage determination will not apply to any exempt computer employee regardless of which of these two exemptions is utilized.

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime

(i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like;

minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS ****

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

**** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) ****

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR

4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final

determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.
- 6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the ""Service Contract Act Directory of

Occupations"" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1))."

"General Decision Number: TX20240273 01/05/2024

Superseded General Decision Number: TX20230273

State: Texas

Construction Type: Building

County: Webb County in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number Publication Date
 0 01/05/2024

BOIL0074-003 07/01/2023

	Rates	Fringes
BOILERMAKER.....	\$ 37.00	24.64

ENGI0178-005 06/01/2020

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
(1) Tower Crane.....	\$ 32.85	13.10
(2) Cranes with Pile Driving or Caisson Attachment and Hydraulic Crane 60 tons and above.....	\$ 28.75	10.60
(3) Hydraulic cranes 59 Tons and under.....	\$ 32.35	13.10

IRON0084-011 06/01/2023

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 27.51	8.13

PLUM0412-004 04/01/2013

	Rates	Fringes
PLUMBER.....	\$ 31.14	12.43

SUTX2014-051 07/21/2014

	Rates	Fringes
BRICKLAYER.....	\$ 16.17 **	0.00
CARPENTER.....	\$ 14.15 **	2.42
CEMENT MASON/CONCRETE FINISHER...	\$ 12.46 **	0.00
ELECTRICIAN.....	\$ 18.44	4.53
INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation).....	\$ 14.04 **	4.79
IRONWORKER, REINFORCING.....	\$ 12.01 **	0.00
IRONWORKER, STRUCTURAL.....	\$ 15.04 **	4.34
LABORER: Common or General.....	\$ 9.20 **	0.00
LABORER: Mason Tender - Brick...	\$ 10.00 **	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 10.89 **	0.96
LABORER: Pipelayer.....	\$ 11.00 **	3.47
LABORER: Roof Tearoff.....	\$ 10.06 **	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 14.04 **	1.01

OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 13.93 **	0.00
OPERATOR: Bulldozer.....	\$ 18.29	1.31
OPERATOR: Drill.....	\$ 16.22 **	0.34
OPERATOR: Forklift.....	\$ 14.83 **	0.00
OPERATOR: Grader/Blade.....	\$ 13.07 **	0.00
OPERATOR: Loader.....	\$ 12.87 **	0.70
OPERATOR: Mechanic.....	\$ 17.00 **	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 16.03 **	0.00
OPERATOR: Roller.....	\$ 12.70 **	0.00
PAINTER (Brush, Roller, and Spray).....	\$ 11.27 **	0.00
PIPEFITTER.....	\$ 15.22 **	3.16
ROOFER.....	\$ 11.42 **	0.00
SHEET METAL WORKER (HVAC Duct Installation Only).....	\$ 18.40	2.12
SHEET METAL WORKER, Excludes HVAC Duct Installation.....	\$ 21.13	6.53
TILE FINISHER.....	\$ 11.22 **	0.00
TILE SETTER.....	\$ 12.15 **	0.00
TRUCK DRIVER: Dump Truck.....	\$ 12.39 **	1.18
TRUCK DRIVER: Flatbed Truck.....	\$ 19.65	8.57
TRUCK DRIVER: Semi-Trailer Truck.....	\$ 12.50 **	0.00
TRUCK DRIVER: Water Truck.....	\$ 12.00 **	4.11

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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 ** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this

contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which

these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.

Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

EXHIBIT D-2

CERTIFICATION REGARDING LOBBYING

Certification Regarding Lobbying

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