

Request for Proposal Schedule

DATE

ACTIVITY

April 14-25, 2025

Advertisement on Agency Website and Facebook page. Contact local vendors to send proposal packets. Request for Proposal packets available for Pick-up; mail

April 25, 2025
5:00 p.m.

Request for Request for Proposal packet submission deadline

May 2, 2025
11:00 a.m.

Request for Proposal opening

May 2, 2025

Score Request for Proposal packets and submit results to agency's executive director

May 2, 2025

Mail notification to Request for Proposal

May 12, 2025
1:00 p.m.

Deadline to submit disputes

May 13, 2025

Review any disputes & protests

May 16, 2025

Mail final status regarding disputes & protests (if applicable)

May 16, 2025

Sign contract



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Contractor and Company Name:	
Other Company Names or DBA's	
SSN or Employer's Federal ID Number	
Mailing Address:	
Telephone:	
FAX:	

I understand that Contractors and subcontractors must not be debarred, suspended, or ineligible according to the US General Services Administration's List of Parties Excluded from Federal Procurement or Non-Procurement Programs. Verification of contractor eligibility shall be obtained from the Texas Department of Housing and Community Affairs prior to awarding a contract.

I certify that I am not a board member, officer, employee or former employee or agent of Cornerstone Community Action Agency nor am I a family member, spouse of a board member, officer, employee or agent of Cornerstone Community Action Agency

I have been provided a copy of the Request for Proposals package, reviewed the documents, and certify that all products and services will meet or exceed these standards and specifications. I further understand that if work performed is found to be unsatisfactory by Cornerstone Community Action Agency or if the relations between my company, homeowner or other parties are found to be unsatisfactory, it may result in debarment from future Cornerstone Community Action Agency contracts.

I agree to provide proposed services without frequent delays.

I will abide by the Texas Department of Housing and Community Affairs regulations pertaining to equal employment opportunity.

I understand that Cornerstone Community Action Agency reserves the right to reject any and all Request for Proposals.

No member, officer, agency or employees of Cornerstone Community Action Agency shall be personally liable concerning any matters arising out of or in relation to the commitment **Multifunction fax/copier/printer/scanner** funds with regards to feasibility or validity of the proposed subject.

Contractors Name (please print)

Contractor's Signature

Date

CORNERSTONE COMMUNITY ACTION AGENCY REQUEST FOR PROPOSAL INSTRUCTIONS / INFORMATION

General Instruction

The Request for Proposal must be submitted in a secured envelope to, Cornerstone Community Action Agency, 602 W Water St, Weatherford, TX 76086 or hand delivered to 602 W Water St, Weatherford, TX no later than 5:00 p.m. Friday, April 25th, 2025. Request for Proposals received after the deadline will be automatically rejected.

The secured envelope must be clearly marked as follows:

Request for Proposal Response: **Multifunction fax/copier/printer/scanner**
Attention: Director of Infrastructure

A contract pursuant to this solicitation if awarded for the first year will be for a period of twelve (12) months with an option to renew for additional four years, contingent upon availability of funds;

Both successful and unsuccessful Request for Proposals will be given prompt written notice.

Cornerstone Community Action Agency reserves the right to refuse any and/or all Request for Proposals.

Contracts will be awarded to the lowest, most responsible and responsive Request for Proposal(s) utilizing the pre-established scoring criteria.

The complete Request for Proposal Packet must include the following in the order stated:

Tab Number	Document	Description
1	Cover Letter	Letter on Agency/organization letterhead including contact person(s) telephone and fax number.
2	Schedule A - Integrity, Financial Resources and Financial Obligations	Provide reference information
3	Schedule B – Record of Past Performance & Technical Resources	Provide reference information
4	Schedule C – Price List	The Request for Proposal must be <u>clear and legible</u> in the indicated column for each material and work item requested. The total price for the material and labor must be

		provided as indicated. All fields must be completed. The Request for Proposal prices must be added to the total Request for Proposals amount. If the total amount indicated is incorrect, the Request for Proposal will be automatically rejected.
5	Request for Proposal Certification	Must be signed and dated.
6	Materials Specification	Material, equipment and fixtures to be furnished must be identified by manufacturer's name.

Note:

- We will reject your Request for Proposal if it is incomplete and/or illegible.

The selected Request for Proposal will be for (3) **Multifunction copier/printer/scanner**



- The selected Request for Proposal will be checked for cost reasonableness. If the contractor's Request for Proposals is too high, the Agency will negotiate a lower Request for Proposals from the selected contractor, review if any item(s) were priced inappropriately or obtain a new contractor.
- Cornerstone Community Action Agency will enter into competitive negotiations if more than one Request for Proposal is selected in order to obtain a single price list.
- Each Request for Proposal or participant shall have the right to appeal any administrative issues arising from the procurement efforts to Cornerstone Community Action Agency. These issues include: source evaluation, protests, disputes and claims.

If the Request for Proposal provided is not satisfied with the decision of Cornerstone Community Action Agency, he/she may then appeal his/her grievance to Texas Department of Housing and Community Affairs provided such appeal is related to the following:

- Violations of federal laws or regulations.
- Violations of protest procedures or failure to review a complaint or protest.

PROCUREMENT FOR Multifunction fax/copier/printer/scanner

SCORING CRITERIA

All Requests for Proposals will be scored based on the following criteria:

FORM	DESCRIPTION	POSSIBLE POINTS
Schedule A	Integrity	8 max
Schedule A	Financial Resources	11 max
Schedule A	Financial Obligations	6 max
Schedule B	Record of Past Performance / Technical Resources	19 max
Schedule B	Length of Experience	5 max
Schedule B	Minority owned / Woman owned Vendor	1 max
Schedule C	Price	50 max
	TOTAL POSSIBLE SCORE	100 points

If Request for Proposal is incomplete or illegible, Request for Proposal will be automatically rejected.

Cornerstone Community Action Agency reserves the right to refuse any and all Request for Proposals.

Schedule A

Integrity, Financial Resources and Financial Obligations

Please list two references of persons or firms that you have used as a material supplier in the past 12 months and who are familiar with your work.

Reference 1

Name: _____
Address: _____
Company: _____
Phone: _____

Reference 2

Name: _____
Address: _____
Company: _____
Phone: _____

These questions will be asked when we contact the references.

Integrity (8 points max)

1. If an occasion arose, would you subcontract with this firm or person to do a job for you?
2. To the best of your knowledge has this firm or person consistently conducted their Vendor affairs in a manner to reflect sound Vendor judgment?

Financial Resources (11 points max) **(2 points per reference)**

1. Has this firm or person been past due on any of their payments during the last six months?

(3 points)

2. Provide a financial statement.

(1 point for each "No" response)

3. Are you or have you been involved in a Chapter 13 proceeding? _____
 4. Are there any liens against your firm? _____
 5. Are there any lawsuits against your firm? _____
 6. Have any complaints been filed against your firm with the Better Vendor Bureau? _____
- If yes, describe the nature of the complaint and its resolution: _____

Schedule B

Record of Past Performance and Technical Resources

List two work references of persons or firms for whom you have worked as a contractor to perform **Multifunction copier/printer/scanner** service.

Reference 1

Name: _____
Address: _____
Company: _____
Phone: _____

Reference 2

Name: _____
Address: _____
Company: _____
Phone: _____

Record of Past Performance (3 points each per reference)

These questions will be asked when we contact the references.

1. Is the quality of work of this firm or person satisfactory or poor?
 If satisfactory, specify in what way.
 If not satisfactory, specify in what way.
2. Has this firm or person been timely in completing projects?
3. Has this firm or person's crew operated, to the best of your knowledge, with good behavior at work sites?
4. If the occasion, would you subcontract again with this firm or person to do a job for you?

Length of Experience (1/2 point per year to a max of five points)

State the number of years you have done professional **Multifunction fax/copier/printer/scanner** contract services. _____

General (1-point max)

Are you a minority-owned or women-owned enterprise? _____

Insurance (Required, Bid rejected in not provided)

1. Provide proof of liability insurance
2. Provide proof of Workers' Compensation for all employees.
3. Provide proof (provided by insurance company) of and maintain vehicle liability insurance.

Schedule D Scoring Form

Name of Firm or Person _____

Request for Proposal is:

☐ Complete

☐ Incomplete

☐ Illegible

Schedule A & B determines the most responsible

Schedule C determines the lowest price

Total Points

100

	<u>Possible Points</u>	<u>Earned Points</u>
Schedule A :		
Integrity	8	_____
Financial Resources	11	_____
Financial Obligations	6	_____
Schedule B:		
Record of Past Performance	19	_____
Length of Experience	5	_____
Minority-owned/woman-owned enterprise	1	_____
Schedule C:		
<u>Price</u>	<u>50</u>	_____
Lowest price determines number of points: Total Request for Proposals Price \$_____		
Points based on percentages		
TOTAL POINTS EARNED		_____
RANKING		_____

|

GENERAL CONTRACTUAL REQUIREMENTS OF THE AGENCY FOR THE GENERAL CONTRACTOR(S)

Contracted Vendor agrees to provide Multifunction copier/printer/scanner for offices located in Coleman, Brownwood, and Eastland.

Contracted Vendor must be courteous to customer(s) and Agency employees. Contracted Vendor employees are expected to conduct themselves in a professional manner on all job sites.

Contracted Vendor will provide adequate, fully trained, technician for all work performed under the contract.

General Contractor(s) may only refuse a service request without contract termination for the following reasons:

- General Contractor(s) has deemed premises unsafe due to health and or safety reasons.
- Should the appeal of this service request be deemed acceptable, upon review, General Contractor will be in violation of contract for refusal of service request.
- General Contractor(s) understands that refusal of any service request will result in termination of this contract upon denial of an appeal.

The Agency will terminate the General Contractor(s) contract under these conditions: violation of conduct, theft, or damaged of materials, theft or damage of customer's property, mistreatment of customer, materials installed that are not approved and poor labor performances.

The Agency will verify that no contractor appears on any Federal Debarment list.

General Contractor(s) shall establish, maintain, and utilize internal control systems and procedures sufficient to prevent, detect, and correct incidents of waste, fraud, and abuse and to provide for the proper and effective management of all program and fiscal activities funded by this contract.

125. REQUIRED CONTRACT PROVISIONS

Contractors shall include the following contract provisions or conditions in procurement contracts and subcontracts:

- 125.1 Contracts in excess of \$25,000 shall include contractual provisions or conditions that allow for administrative, contractual, or legal remedies in instances where contractors violate or breach the contract terms and provide for such remedial actions as may be appropriate.
- 125.2 All contracts in excess of \$25,000 shall include suitable provisions for termination by the recipient, including the manner by which termination shall be affected and the basis for settlement. In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstance beyond the control of the contractor.
- 125.3 All contracts shall include a provision requiring compliance with Executive Order 11246, entitled "Equal Employment Opportunity" as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, and Department of Labor.
- 125.4 All contracts and sub-grants in excess of \$2,000 for construction or repair shall include a provision for compliance with the Copeland "anti-kickback" Act (18 USC 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). Any suspected or reported violations of this Act shall immediately be reported to Texas Department of Housing and Community Affairs.
- 125.5 Contracts shall include a provision of federal grantor agency's requirements and regulations pertaining to reporting and patent rights under any contract involving research, developmental, experimental, or demonstration work, with respect to any discovery or invention which arises or is developed in the course of, or under such contract.
- 125.6 Contracts shall include a provision with regard to independent contractor status to hold harmless and indemnify contractor from and against any and all claims, demands and course of action asserted by any third party arising out of or in connection with the services to be performed under contract.
- 125.7 Contracts shall include a provision regarding conflict of interest and nepotism.

Contractor covenants that neither it nor any member of its governing body presently has any interest or shall acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this contract. Contractor further covenants that in the performance of this contract no person having such interest shall

be employed or appointed by contractor.

No person (1) Who is an employee, agent, consultant, officer, or official of the contractor and who exercises or has exercised any functions or responsibilities with respect to assisted contract activities; or (2) Who is in a position to participate in a decision making process or gains inside information with regard to such activities, may obtain a personal or financial interest or benefit, direct or indirect, in any contract, subcontract, or agreement with respect thereto, or the proceeds hereunder, either for themselves or those with whom they have family or Vendor ties, during their tenure.

Contractor's employees, officers, and/or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from subcontractors, or potential subcontractors.

125.10 Contracts shall include a provision regarding sectarian activity;

Contractor shall ensure that no funds under this contract are used, either directly or indirectly, in the support of any religious or anti- religious activity, worship, or instruction.

125.11 Contracts shall include a provision to prohibit political activity.

None of the funds provided under this contract shall be used for influencing the outcome of any election, or the passage or defeat of any legislative measure. This prohibition shall not be construed to prevent any official or employee of Contractor from furnishing to any member of its governing body upon request, or to any other local or state official or employee or to any citizen information in the hands of the employee or official not considered under law to be confidential information. Any action taken against an employee or official for supplying such information shall subject the person initiating the action to immediate dismissal from employment.

No funds provided under this contract may be used directly or indirectly to hire employees or in any other way fund or support candidates for the legislative, executive, or judicial branches of government of Contractor, the State of Texas, or the government of the United States.

None of the funds provided under this contract shall be paid to any official or employee who violates any of the provisions of this section.

125.12 Contracts shall include a provision to prevent fraud and abuse.

Contractor shall establish, maintain, and utilize internal control systems and procedures sufficient to prevent, detect, and correct incidents of waste, fraud, and abuse in WAP and to provide for the proper and effective management of all program and fiscal activities funded by this contract. Contractor's internal control systems and all transactions and other significant events must be clearly documented and the documentation made readily available for review by Department.

Contractor shall give Department complete access to all of its records, employees, and agents for the purpose of monitoring or investigating the weatherization program. Contractor shall fully cooperate with Department's efforts to detect, investigate, and prevent waste, fraud, and abuse. Contractor shall immediately notify the Department of any identified instances of waste, fraud, or abuse.

Department will notify the funding source upon identification of possible instances of waste, fraud, and abuse or other serious deficiencies.

Contractor may not discriminate against any employee or other person who reports a violation of the terms of this contract or of any law or regulation to Department or to any appropriate law enforcement authority, if the report is made in good faith.

125.13 Contracts shall include a provision to amend the contract.

Any alterations, additions, or deletions to the terms of this contract which are required by changes in federal law and regulations or state statute are automatically incorporated into this contract without written and administrative code amendment hereto and shall become effective on the date designated by such law or regulation.

It is understood and agreed by the parties hereto that performances under this contract must be rendered in accordance with federal law and regulations, and Texas State Law Administrative Code and the assurances and certifications made by Department to federal funding agencies with regard to the operation of this program. Based on these considerations, and in order to ensure the legal and effective performance of this contract by both parties, it is agreed by the parties hereto that the performance under this contract may be amended in the following manner: TDHCA, from time to time during the period of performance of this contract, shall issue policy directives which serve to establish, interpret, or clarify performance requirement under this contract. Such policy directives shall be promulgated by the Executive Director or her designee in the form of Issuances, shall have the effect of qualifying the terms of this contract, and shall be binding upon contractor as if written herein.

Except as specifically authorized by the agency in writing or otherwise authorized by the terms of this contract, any alterations, additions, or deletions to the terms of this contract shall be amended hereto in writing and executed by both parties to this contract.

125.14 Contracts shall include a provision assuring a legal authority to sign the contract.

Contractor represents that it possesses the practical ability and the legal authority to enter into this contract, receive and manage the funds authorized by this contract, and to perform the services Contractor has obligated itself to perform under this contract.

The person signing this contract on behalf of Contractor hereby warrants that he/she has been authorized by Contractor to execute this contract on behalf of Contractor

and to bind Contractor to all terms herein set forth.

Department shall have the right to suspend or terminate this contract if there is a dispute as to the legal authority of either Contractor or the person signing this contract to enter into this contract or to render performances hereunder. Should such suspension or termination occur, contractor is liable to Department for any money it has received for n performance of the provisions of this contract.

125.15 Contracts shall include a provision to the effect that TDHCA, the federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books documents, paper, and records which are directly pertinent to the contract.

125.16 Contract shall include provisions to require, after final payment and all other pending matters are closed, pertinent record retention for four years after fiscal year end.

125.17 Contracts shall include a nondiscrimination provision that will provide the following assurances:

- a. No person shall, on the ground of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under the contract.
- b. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1990, or with respect to an otherwise qualified disabled individual as provided in section 504 of the Rehabilitation Act of 1973, shall also apply to any such program or activity.

Sample Contract

SERVICES CONTRACT

SECTION I. PARTIES TO CONTRACT

This contract is entered into on this ____ day of _____ by and between Cornerstone Community Action Agency, a private, non-profit corporation hereinafter referred to as "Agency" and _____ hereinafter referred to as "Subcontractor". The parties hereto have severally and collectively agreed and by the execution hereof are bound to the mutual obligations and to the performances and accomplishment of the task hereinafter described.

SECTION II. CONTRACT PERIOD

The period of performance of this contract shall commence on _____ and shall terminate _____. Parties shall have an option of renewal for four years.

SECTION III. CONTRACT PERFORMANCE

A. Subcontractor agrees to furnish materials, labor, transportation, tools, equipment and expenses in performances of this contract.

B. Subcontractor agrees to perform **Multifunction fax/copier/printer/scanner** services in the county (ies) of _____

C. Subcontractor agrees to provide **Multifunction fax/copier/printer/scanner** services to each dwelling assigned by Cornerstone Community Action Agency, at cost indicated in bid packet.

D. Subcontractor understands that refusal of any service request will result in termination of this contract upon denial of an appeal.

E. Subcontractor agrees to complete each service request received within 7 working days (unless weather or emergency related delay approved by Agency) or be subject to a fine of \$50.00 per day for each day the subcontractor is in violation of the original contract agreement.

F. Subcontractor is responsible for installation of materials in a manner consistent with good workmanship to meet inspection standards of all applicable building codes, the Texas Department of Housing and Community Affairs (TDHCA) and Cornerstone Community Action Agency. Subcontractor agrees to replace at his expense any materials which, upon inspection by Agency, are determined to be improperly installed. Corrective work has to be completed within three (3) days of notification by Agency or be subject to a fine of \$50.00 per day each day the subcontractor is in violation of the original contract agreement.

G. Subcontractor agrees to make an appointment with the client to do the work, complete the work and assures that itemized invoices for materials and labor are received by the Central

Texas Opportunities, Inc. Accounting Department at 118 W Pecan St., Ste. 405,
Coleman, TX. 76834 upon completion of each job.

H. Subcontractor agrees to contact the Agency office when a change order is necessary to complete a

job.

I. Subcontractor agrees to clean all debris around said property created as a result of the work and dispose of properly.

J. The Agency agrees to make payment for labor and materials after **Multifunction fax/copier/printer/scanner** have been repaired or installed in a manner consistent with good workmanship and final inspection is completed, signed, and dated by the client and a Cornerstone Community Action Agency representative. Should return work be required, payment for the work on that unit will be held until completion of final inspection. Payments are made upon completion of the whole units.

K. The Agency has the right to terminate contract under these conditions: violation of contract, theft or damage of materials, theft or damage of client's property, mistreatment of client, materials installed that are not approved, poor labor performances and insurance not maintained during contract period.

L. Subcontractor agrees not to invoice Agency for any materials deemed damaged or improperly installed when subcontractor is at fault.

M. Subcontractor may only refuse a unit without contract termination for the following reason:

Subcontractor has deemed unit unsafe due to health and/or safety reasons. Should the appeal of this unit be deemed an acceptable unit upon review, Subcontractor will be in violation of contract for refusal of unit subcontract.

N. The Agency has the right to withhold payment to Subcontractor for labor and materials for any violation of this contract on a per unit basis.

O. Subcontractor shall establish, maintain, and utilize internal control systems and procedures sufficient to prevent, detect, and correct incidents of waste and fraud and abuse in CEAP and to provide for the proper and effective management of all programs and fiscal activities funded by this contract. Subcontractor's internal control systems and all transactions and other significant events must be clearly documented and the documentation made readily available for monitoring by Agency.

SECTION IV.

No person shall, on the grounds of race, color, religion, sex, national origin, age, handicap if otherwise qualified, political affiliation, or belief be denied employment in the administration of or in connection with any program or activity funded in whole or in part with funds made available under this contract.

SECTION V.

The parties shall comply with 18 U.S.C. 874, which provides that no one shall by force, intimidation, or threat of procuring dismissal from employment or by any other manner, induce any person working on public works projects funded in whole or in part by loans or grants from the United States to give up any part of the compensation for that work. The parties shall comply with the contract work hours and safety standards act, as supplemented by Department of Labor Regulations.

SECTION VI.

The Subcontractor shall indemnify and hold harmless the Agency from all liability from loss, damage, or injury to persons or property resulting from the negligence or misconduct of the Subcontractor (including its officers, employees, and agents) committed in the scope of the Subcontractor's employment under this contract.

SECTION VII.

Agency covenants that neither it nor any member of its governing body presently has any interests or shall acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this contract. No person having such interest shall be employed or appointed by Agency. No person (1) who is an employee, agent, consultant, officer or official of Agency and who exercises or has exercised any functions or responsibilities with respect to assisted contract activities or (2) who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit, direct or indirect, in any contract, subcontract, or agreement with respect thereto or the proceeds thereunder, either for themselves or those with whom they have family or Vendor ties, during their tenure.

Agency's employees, officers and /or agents shall neither solicit nor accept gratuities, favor, or anything of monetary value from Subcontractor or potential Subcontractors.

Agency shall establish, maintain, and utilize internal program management procedures sufficient to provide for the proper, effective management of all activities funded under this contract.

SECTION VIII.

The parties shall insure that no funds under this contract are used, either directly or indirectly, in the support of any religious or anti-religious activity, worship, or instruction.

No funds provided under this contract are used in any way to attempt to influence in any manner a member of congress to favor or oppose any legislature or appropriation by congress or for lobbying with state legislators or local elected officials.

SECTION IX.

Any change in the terms of this contract as required by a change in state or federal law or regulation is automatically incorporated herein effective on the date designated by such law or regulation. Except as otherwise specifically provided herein no other change in the terms of this contract shall be by amendment hereto in writing and executed by both parties to this contract or by a Letter of Notification (LON).

It is understood and agreed by the parties hereto that performances under this contract must be rendered in accordance with federal law and regulation, and agencies with regard to the operation of this program. Based on these considerations, and in order to ensure the legal and effective performance of this contract

by both parties, it is agreed by the parties hereto that the performance under this contract may be amended in the following manner: agency, from time to time, during the period of performance of this contract, shall issue policy directives which serve to establish, interpret, or clarify performance requirements under this contract.

Such policy directives shall be promulgated by the President or his designee in the form of issuances, shall have the effect of qualifying the terms of this contract and shall be binding upon Subcontractor as if written herein.

Except as specifically authorized by Agency in writing or otherwise authorized by the terms of this contract, any alterations, additions or deletions to the terms of this contract shall be by amendment thereto in writing and executed by both parties to this contract.

SECTION X.

Agency assures and guarantees that it possesses the legal authority pursuant to an official motion, resolution or action passed or taken, giving Agency legal authority to enter into this contract, receive the funds authorized by this contract and perform the services Agency has obligated itself to perform under this contract.

The person signing this contract on behalf of the Agency hereby warrants that he/she has been fully authorized by Agency to execute this contract on behalf of Agency and to validly and legally bind the Agency to all the terms, performances, and provisions herein set forth.

SECTION XI.

The parties shall retain the pertinent records relating to the work done under this contract for three (3) years after final payment and all other pending matters are closed. The TDHCA, the federal grantor agency, the comptroller general of the United States or any of their duly authorized representatives shall have access to any books, documents, papers, and records which are directly pertinent to the contract.

For all contracts in excess of \$100,000.00, the parties shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and the relevant Environmental Protection Agency Regulations.

All contracts for construction or repair shall include a provision for compliance with the Copeland "anti-kickback" Act (18 U.S.C. 874) AS SUPPLEMENTED in Department of Labor regulations (29 C.F.R., Part 3). Any suspected or reported violations of this act shall immediately be reported to the Texas Department of Housing and Community Affairs.

Either of the parties hereto shall have the right, in such party's sole discretion and at such party's sole option, to terminate and bring to an end all performances to be rendered under this contract by notifying the other party hereto in writing thirty (30) days prior to such termination.

SECTION XII.

Subcontractor does hereby understand the requirement that they have a non-discrimination policy, are identified as an equal opportunity employer, and abide by laws related to non-discrimination.

Subcontractor shall abide by all federal, state, and local laws, rules, and ordinances as they now exist or may be passed in the future, which relate to affirmative action or non-discrimination in serving clients.

These include but are not limited to: Title VI of the Civil Rights Act of 1973, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, section 167 of the JTPA, the Americans With Disabilities Act (ADA), Davis Bacon, and the Department of Labor's regulation at 29 C.F.R. Parts 31 and 32.

SECTION XIII.

All oral or written agreements between the parties hereto relating to the subject matter of this contract that we made prior to the execution of this contract have been reduced to writing and are contained herein.

Witness our hands effective this _____ day of _____ approved and accepted on behalf of Cornerstone Community Action Agency, a private, non-profit corporation of the State of Texas.

SUBCONTRACTOR

(Name of Subcontractor)
(Address of Subcontractor)

EXECUTIVE DIRECTOR

Cornerstone Community Action Agency
114 Needham St
Coleman, TX 76834