

REQUEST FOR QUALIFICATIONS AND FEES
FOR
CONSTRUCTION MANAGER AT-RISK

COFFEYVILLE COMMUNITY COLLEGE
TECHNICAL AND WELDING CENTER RENOVATION
COFFEYVILLE, KANSAS

ISSUED: APRIL 19, 2023

RFQ RESPONSE DUE: NO LATER THAN 12:00 P.M., MAY 3, 2023

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A. INTRODUCTION

1. General Information. Coffeyville Community College (hereinafter referred to as "CCC") of Coffeyville, Kansas is requesting Qualification Statements and Price Proposals from interested and qualified construction firms for Construction Manager at-Risk (hereinafter referred to as "CMAR") services for the following Project:

Name: Coffeyville Community College Renovation

Owner: Coffeyville Community College

Contact: Jeff Morris

Vice President of Operations & Finance

Address: Coffeyville Community College
400 W. 11th Street
Coffeyville, KS 67337

Telephone: 620-252-7177

e-mail: jeffm@coffeyville.edu

2. Obtaining a Copy of the Request for Qualifications/Proposal (RFQ/P). Construction Managers must request a copy of the RFQ/P from Jeff Morris via e-mail using the above address.
3. Questions and Clarifications. Questions and requests for clarifications must be submitted via e-mail to Jeff Morris at jeffm@coffeyville.edu. No inquiries will be accepted after 2:00 p.m. on April 26, 2023.
4. Facility Tours. Construction Managers (CM) may contact Jeff Morris at jeffm@coffeyville.edu to schedule a tour of the existing facilities.
5. Project Budget. The preliminary estimated Project budget (including, but not limited to, construction cost and contingencies) is:

Phase I:	\$ 325,640
Phase II:	919,909
Phase III:	772,309
Phase IV:	1,496,723
Phase V:	<u>597,515</u>
TOTAL Proposed Amount	\$4,112,096

6. Project Delivery Method. The CMAR delivery method was selected by CCC to achieve the following objectives:
 - a. Integrate the experience and expertise of the CMAR into a project-team environment to successfully achieve CCC's goals and objectives for the Project;
 - b. Utilize the experience and expertise of the CMAR during the preconstruction phase to advise on constructability issues, alternate methods and materials, construction phasing, cost, quality, and schedule; and

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- c. Utilize the experience and expertise of the CMAR during the construction phase for management of all construction activities including, but not limited to, bidding, subcontractor scheduling and coordination, quality, and budget and schedule control.
7. Construction Start. June 9, 2023 (tentative).

B. PROJECT DESCRIPTION

1. Existing Facilities

Welding Center: The existing Welding Center, located at 3002 W. 8th Street, is approximately 18,800 square feet and currently houses the welding program for CCC. The interior scope of Work for the Project will include, but is not limited to, new ceiling and lights in storage areas, new finishes and lights in office and classroom. Exterior scope of Work will include, but is not limited to, tuckpointing and new masonry expansion joints where movement has occurred. Attached are Conceptual Floor Plan and Building Elevations of the current scope of Work.

Technical Building: The existing, two-story Technical Building, located at 600 Roosevelt Street, houses vocational and medical education classes. The interior scope of Work for the Project will include, but is not limited to, renovate the existing Plumbing, Electrical, and Precision Machine department shops and classrooms, upgrade the HVAC for the Plumbing, Electrical, and Precision Machine shops and classrooms, repair and refinish both stair towers damaged from water infiltration. Exterior scope of Work for the Project will include, but is not limited to, tuckpointing exterior masonry, resealing cast stone coping cap joints, replacing exterior windows, replacing exterior doors, and resealing exterior building joints. Attached are Conceptual Floor Plan and Building Elevations of the current scope of Work.

2. Goals and Objectives. CCC has established the following goals and objectives for the Welding Center and Technical Building renovation:
- a. Welding Center:
 - 1) Provide a high-quality facility with durable, long-lasting materials.
 - 2) Remediate and prevent further exterior masonry damage.
 - b. Technical Building:
 - 1) Provide a design that ensures high functionality and efficiency of operations.
 - 2) Provide a design that gives the Plumbing, Electrical, and Precision Machine departments the ability to address current needs, as well as anticipated but reasonable future growth.
 - 3) Provide a high-quality facility with durable, long-lasting materials.
 - 4) Address energy efficiency to the greatest degree possible where financially feasible.
 - 5) Remediate and prevent further exterior masonry damage.
 - 6) Adhere to the budget and schedule established for the Project.

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3. Construction Schedule.

Construction will take place in five phases. Phase I will be the exterior and interior improvements to the Welding Center. Phase II will be the exterior and stair tower improvements to the Technical Building. Phase III will be the Technical Building renovation to the Plumbing Shop and classroom. Phase IV will be the Technical Building renovation to the Electrical Shop and classroom. Phase V will be the Technical Building renovation to the Precision Machine Shop. Construction for all phases must be complete by June 9, 2024.

C. MINIMUM QUALIFICATION REQUIREMENTS

1. Interested firms must meet the following minimum qualification requirements to submit on the Project:
 - a. Successful renovation or remodel of existing educational facilities including, but not limited to, public or private high schools, public or private colleges, or vocational education facilities of similar scope, size, cost, and complexity within the past ten years.
 - b. Two educational facility projects functioning in the role of Construction Manager at-Risk within the past ten years. Secondary education projects are preferred.
2. Qualification Statements submitted without the minimum specified experience indicated above may be rejected without review or reviewed and scored accordingly by the Selection Committee.

D. SELECTION PROCESS

1. CMAR selection will be based on qualifications along with costs for preconstruction services, general conditions, project costs, and fees.
2. Qualification Statements will be evaluated and scored by the Selection Committee composed of staff from CCC. The Architect for the Project will review submitted information and consult with CCC during the selection process but will not be a voting member of the Selection Committee.
3. The Selection Committee will (a) independently review and score each qualification statement, (b) meet and discuss the Qualification Statements, and (c) adjust initial scoring based on discussions. The highest scoring firms may be shortlisted for interviews.
4. Shortlisted firms given the opportunity to interview with the Selection Committee should elaborate on their qualifications. Format and content for the interview will be at the discretion of the shortlisted firm. Thirty minutes will be allocated for presentations plus 15 minutes for questions from the Selection Committee.

Interviews will be an opportunity for the Selection Committee to (a) clarify items presented in the Qualification Statement and (b) understand synergies and individual personalities. The

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Selection Committee will revise their scoring based on information gathered during the interviews and determine the highest ranked CMAR.

5. Short-listed firms will be required to submit a sealed Price Proposal. Price Proposals will be scored after interviews and combined with the qualifications scores.
6. Short-listed firms are requested to submit suggested modifications or exceptions to the proposed Contract forms.
7. A contract will be negotiated with the selected CMAR. If CCC and the selected CMAR are unable to reach a mutually agreeable contract, CCC will terminate said negotiations and begin negotiations with the second-ranked CMAR.
8. The Selection Committee will make a recommendation for contract award to the CCC Board of Trustees. If approved by the CCC Board of Trustees, the Vice President will be authorized to sign the contract.
9. Schedule for selecting Construction Manager Services is shown in the following table:

Issue Request for Qualifications	April 19, 2023
Facility Tours	Refer to Section A - Introduction
Deadline for Submittal of Questions	April 26, 2023, 2:00 p.m.
Issue Final Clarifications	April 28, 2023, 5:00 p.m.
Submit Qualification Statements	May 3, 2023, 12:00 p.m.
Evaluate Qualification Statements	May 3-May 4, 2023
Notify Shortlisted Firms	May 5, 2023
Interview (if needed)	May 11, 2023
CMAR Selection Notification	May 17, 2023
Contract Negotiations	May 18 - June 1, 2023
Award	June 8, 2023
Notice to Proceed	June 9, 2023

*Dates are subject to change.

E. CONTRACT FORMS

1. The Agreement between CCC and CMAR will be AIA Document A133-2019 Standard Form of Agreement between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work plus a Fee with a Guaranteed Maximum Price, with mutually agreeable revisions.
2. General Conditions for the Project will be AIA Document A201-2017 General Conditions of the Contract for Construction, with mutually agreeable revisions.
3. Performance and Payment Bond will be utilized for this Project.

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4. Appendix B – excerpt of Assurances of Compliance with Civil Rights Requirements.

F. SCOPE OF SERVICES

1. Phase I - Preconstruction Services. CMAR shall consult with CCC and the Architect throughout Phase I of the Project to the point of developing a Guaranteed Maximum Price and Contract Time. Detailed scope of Pre-Construction Services to be provided by CMAR is as stated in the Agreement.
2. Phase II – Construction Services. At the option of CCC, and after approval of the Guaranteed Maximum Price and Contract Time by the CCC Council, CMAR shall provide Construction Services. The detailed scope of Construction Services to be provided by the CMAR for the Project is as stated in the Agreement.

G. SUBMITTAL REQUIREMENTS

1. Qualification Statement. Qualification Statement must include the following information and in the following sequence:
 - a. Cover Letter. Include a one-page cover letter on company letterhead. Identify the primary contact for the CMAR including mailing address, telephone number, and e-mail address. Summarize the experience and qualifications of the proposed Project team and any distinguishing qualities and capabilities.
 - b. Firm Information.
 - 1) Provide a brief (one page or less) company profile including, but not limited to, local/regional/national firm, years in business, and number of employees.
 - 2) Provide the average annual value of construction projects completed in the past five years, and the average project value.
 - 3) Indicate dollar value of work in-progress and under contract.
 - 4) Indicate percent of total workload completed by your firm for public sector, private sector, and not-for-profit.
 - 5) Indicate percent of projects completed utilizing Design-Bid-Build, Design-Build, Construction Manager at-Risk, Construction Manager as Agent, or other.
 - 6) Provide registration or license numbers, as applicable, indicating your firm is legally qualified to do business in Coffeyville, Montgomery County, Kansas.
 - 7) Describe the type of work that your firm typically self-performs with your own forces.
 - 8) Describe your firm's safety program and provide your firm's Experience Modification Rate (EMR).
 - 9) Provide a letter from your Surety indicating your firm's total and available bonding capacity.
 - 10) Provide a list, if applicable, of work awarded to your firm but failed to complete.
 - 11) Provide a list of pending judgements, claims, arbitration proceedings, or lawsuits against your firm.
 - 12) Provide a list of lawsuits filed by your firm or arbitration proceedings requested by your firm within the past five years.

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- c. Key Personnel.
- 1) Provide a one-page organizational chart identifying (a) names of key individuals proposed for the Project, (b) individual's company affiliation, and (c) individual's Project title (not company title).
 - 2) Key personnel listed in the organizational chart must include, but are not limited to, Principal/Project Executive; Project Manager; Assistant Project Manager(s), if any; Project Engineer, Assistant Project Engineer(s), if any; Project Superintendent; Assistant Project Superintendent(s), if any; Field Engineer(s); Estimator; Scheduler; Quality Control Manager; MEP Specialist; and Safety Officer.
- d. Resumes. Provide a one-page resume for each key individual listed in the organizational chart. Resume must include:
- 1) Name/company affiliation/Project assignment.
 - 2) Primary and secondary education facility, new and renovation, design, and construction experience.
 - 3) Number of projects utilizing CMAR delivery method.
 - 4) Years of relevant experience with (a) present firm and (b) other firms.
 - 5) Highest academic degree received/school.
 - 6) Credentials, awards, and training relevant to the Project.
- e. Project Experience Sheets. Submit Project experience sheets meeting the minimum requirements identified in Section C. of similar scope, size, cost, and complexity demonstrating the ability of the CMAR to complete the work required for this Project. If the CMAR does not have the four required projects, projects most closely related to those indicated may be submitted. Most recent projects are preferred. An additional four applicable project experience sheets may be submitted at CMAR's option.
- Project experience sheets must be limited to one page and include the following information:
- 1) Project name and location.
 - 2) Description of the scope of the entire project including, but not limited to, new construction or renovation, construction cost, and size of the facility.
 - 3) Owner's contact information (name, title, street address, telephone number, and e-mail address) for reference; provide the name of the Owner's Project Manager or, if not available, name of other individual with intimate knowledge of the design and construction of the project.
 - 4) Renderings and/or photographs.
- f. Management Capabilities. This Section is intended to demonstrate the CMAR's management capabilities for successfully completing this Project utilizing the Construction Manager at-Risk delivery method.

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- 1) Pre-Construction Services. Describe your firm's approach, processes, and procedures regarding the following pre-construction services:
 - a) Design and Constructability Reviews. Benefits provided to the Project from design and constructability reviews completed by your firm.
 - b) Alternate Materials. Procedure for identifying and evaluating alternate materials as may be necessary or beneficial for cost control, improved quality, and schedule.
 - c) Guaranteed Maximum Price. Process for developing the Guaranteed Maximum Price including (a) factors which may influence the timing of when the GMP is established such as the level of design completion, (b) approach to establishing and managing a contingency in the GMP, and (c) history of establishing accurate construction costs on similar projects.

- 2) Construction Services. Describe your firm's approach, processes, and procedures regarding the following construction services:
 - a) Subcontractors. Describe your firm's subcontractor selection process including, (a) approach to allowing input from CCC and Architect on the selection of subcontractors, (b) method for disclosing all subcontractor's raw bid data to CCC and Architect, and (c) utilization of local subcontractors.
 - b) Change Orders. Indicate (a) procedure used by your firm to inform CCC and Architect of potential change orders, (b) how your firm manages the impact of potential cost increases to the project, (c) process to ensure competitive pricing on change orders.
 - c) Construction Schedule. Provide (a) software utilized for developing the Project schedule, (b) methods used to identify critical-path materials and equipment, (c) method to identify schedule delays and procedures for recovering from such delays, and (d) process of reporting updated schedule information to CCC and Architect.
 - d) Contingency Funds within the GMP. Provide your understanding of the type of costs the CM is allowed to take from the GMP contingency, and disposition of unused funds.
 - e) Self-Performed Work. Benefits to CCC, if any, by self-performing work in lieu of subcontracting. Describe your approach to determining what work to self-perform and the procurement methods utilized to assure CCC is receiving the best value for all work performed.
 - f) Quality Assurance/Quality Control Programs. Indicate (a) methods and procedures for maintaining the highest quality of work, and (b) methods and procedures specific to oversight of work completed by subcontractors.

- g. References. Provide Owner contact information (name, title, street address, telephone number, and email address) for three projects currently under construction by your firm utilizing the CMAR delivery method. Provide contact information of the individual with the Owner that is knowledgeable of the construction of the project. To the greatest extent possible, provide Owner contact information for projects that are being managed and constructed by the same key personnel proposed for this Project.

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2. Price Proposal. For short-listed firms, the Selection Committee will also consider costs and fees to determine the preferred CMAR for the Project. Costs and fees for construction services shall be based on an assumed 12-month construction schedule. The sealed Price Proposal shall include the following:
 - a. Pre-Construction Services. CMAR candidates shall provide a fixed fee for Pre-Construction Services based on the scope of Services indicated. The fixed fee shall include, but not be limited to, all payroll costs and expenses. The fixed fee presented in the Price Proposal will be incorporated into the Agreement between CCC and CMAR.
 - b. General Conditions. CMAR candidates shall submit a price for General Conditions to be incurred during Construction Services. Items included in the General Conditions for the Project are listed in Appendix A. Total cost for General Conditions based on the anticipated 18-month construction schedule shall be included in the Price Proposal. Weekly General Conditions costs (total General Conditions costs included in the Price Proposal divided by 52 weeks) shall be used as the basis for establishing the Guaranteed Maximum Price when the construction schedule for the Project is established. Weekly costs for General Conditions shall not change during the duration of the construction schedule.
 - c. Construction Management Fee. CMAR candidates shall submit a price for their construction management fee (profit) for construction services in the form of a percent of the anticipated construction cost. The percent provided by the CMAR will be used to calculate the final cost for the construction management fee at the time of development of the Guaranteed Maximum Price.
 - d. Project Costs. CMAR candidates shall provide Project Costs to be incurred during Construction Services. Items included in the Project Costs for the Project are listed in Appendix A. Total Project Costs based on the anticipated 18-month construction schedule shall be incorporated into the Price Proposal. Weekly rates shall be used as the basis for establishing the Guaranteed Maximum Price when the construction schedule for the Project is established. Weekly rates shall not change during the duration of the construction schedule.
3. Contract Form Modifications. Short-listed firms shall submit any requested modifications to the proposed Contract Forms listed in Section E. for consideration by CCC. If no modifications are submitted, it is understood the CMAR agrees with the terms and conditions contained in the Contract Forms.

When appropriate, supplement the narrative discussion with graphic material which demonstrates the renovation and new construction capabilities of the CMAR.

H. SCORING CRITERIA

1. Qualification Statement. Qualification Statements will be evaluated and scored by the Selection Committee in accordance with the following criteria. Highest available score is 90 points.
 - a. Firm Information (5 points maximum). The Selection Committee will evaluate if the CMAR, (a) is of sound financial, bonding, and operating strength, (b) has capacity for

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additional workload, (c) is a good fit for the Project, (d) does not have adverse legal proceedings past or pending, (e) is licensed to perform work at the Project location, and (f) has a satisfactory safety rating/history.

- b. Project Staffing (15 points maximum). The Selection Committee will evaluate (a) if the CMAR has assembled a complete team to perform all required services, and (b) information obtained from references and interviews regarding ability to establish working relationships, customer service, and professionalism.
 - c. Key Personnel Experience (20 points). The Selection Committee will review (a) key personnel experience with renovated education facilities of similar cost, scope, size, and complexity, (b) experience in CMAR delivery method, (c) proposed assignment for this Project and previous staff experience in that role, (d) municipal project experience, (e) years of relevant experience, and (f) quality of projects completed.
 - d. Project Experience (20 points). Selection Committee will review previously completed projects and consider (a) the number of renovated education facilities, (b) scope and quality of previously completed projects, and (c) assess their ability to complete Coffeyville Community College Technical and Welding Center.
 - e. Management Capabilities (20 points maximum). The Selection Committee will evaluate the information provided and determine if the CMAR candidate has adequate management processes in place and the capabilities to successfully complete the Project.
 - f. Location Familiarity (5 points). Selection Committee will evaluate the CMAR's knowledge of the community, including past work completed within and/or for CCC.
 - g. Responsiveness to the Request for Qualification (5 points). Selection Committee will consider (a) whether all requested information was furnished, (b) whether specified format was utilized, (c) conciseness of information provided, and (d) ease of finding information quickly.
2. Interview. Following interviews, if required, members of the Selection Committee will adjust the scoring for the above criteria and determine the highest-ranked firm.
 3. Price Proposal. Content of the Price Proposals will not be made available to the Selection Committee until qualification scores are finalized. Highest available Price Proposal score is 10 points. The lowest Price Proposal will receive the maximum available points. Price Proposals will be scored based on the following formula:

$$\frac{\text{Low Price Proposal}}{\text{Price Proposal Under Consideration}} \times \text{Maximum Points Available} = \text{Assigned Score}$$

4. Total Score. The score earned from the Price Proposal will be added to the qualifications score to arrive at a total score for each CMAR. The CMAR candidate with the highest total score will be identified as the preferred candidate.

I. PREPARATION AND SUBMITTAL

1. Please submit one RFQ response via e-mail to the Contact listed in Section A.,1. Submittal responses are requested in PDF format (all submittal forms in a single PDF). Hardcopy submittals are neither requested nor required. All submittals are due at the date and time

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specified in the Procurement Schedule in Section D.,9. Late submittals will not be accepted nor considered.

- a. Electronic file size should be no more than 15MB; OneDrive is the preferred electronic delivery method.
- b. File name shall include the name of the CMAR Firm responding and CCC Weld and Tech RFQ.
- c. Sheet count for RFQ shall be limited to 32 pages total.

J. SPECIAL CONDITIONS

1. General. CCC reserves the right to:
 - a. Reject any and/or all submittals.
 - b. Amend or cancel the Request for Qualifications at any time.
 - c. Waive the interview phase of the selection process.
 - d. Waive informalities and minor irregularities in submittals received.
 - e. Short-list more or fewer firms than indicated in the request.
 - f. Revise the selection schedule.
2. Staffing. The CMAR, if awarded the contract, must utilize the personnel listed in their Qualification Statement as long as the individuals are employed by the company. Any changes in personnel are subject to approval by CCC.
3. Contract Award. Contract award is subject to the complete and sole discretion of the CCC Board of Trustees.
4. Competitive Selection Process. This Request for Qualifications and Price Proposal is a competitive selection process.
5. Confidentiality. All documents submitted in response to this Request for Qualifications will become the property of CCC unless expressly identified by the submitting party as proprietary.
6. Information from Other Sources. CCC reserves the right to consider relevant and factual information gained from sources other than the Qualification Statement and interview.
7. Conflict of Interest. CMAR covenants that at the time of submittal of their Qualification Statement, the CMAR has no other contractual relationships which would create any actual or perceived conflict of interest.
8. Preparation Costs. CCC will not be responsible to pay for any costs incurred by respondents in preparing and submitting their Qualification Statement, or for participating in any interviews requested by CCC.

APPENDIX A

	General Conditions	CM Fee	Project Costs
Personnel			
Project Manager	●		
Project Manager Travel Expense	●		
Project Superintendent	●		
Project Superintendent Travel Expense	●		
Assistant Superintendent	●		
Field Engineer	●		
Safety Officer	●		
Home Office Support Staff		●	
Home Office Estimating Staff		●	
Foreman			●
Vehicle Expense – Field	●		
Vehicle Expense – Office	●		
Safety			
Guardrails and Barricades			●
Temporary Lighting			●
Trench and Excavation Safety			●
OSHA Expense		●	
Fire Extinguishers			●
PPE (Hard Hats and Safety Goggles)	●		
First Aid Equipment	●		
Drug Testing		●	
Safety Engineer		●	
Temporary Utilities			
Heat			●
Phone, Internet, Fax	●		
Electrical Power			●
Lighting			●
Toilets	●		
Water			●
Drinking Water	●		
Temporary Project Requirements			
Temporary Access and Access Roads			●
Temporary Construction Fencing			●
Temporary Staging Areas – On Site			●
Barricades			●
Interior Enclosures			●
Covered Pedestrian Walkways			●
Weather Protection			●
Pumping Costs			●
Storage Trailer(s)			●
Drayage			●
Jobsite Offices			
Office Trailer	●		
Furnishings and Equipment	●		
Phone, Internet, Fax	●		
Copier and Supplies	●		

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	General Conditions	CM Fee	Project Costs
Layout and Survey			
Layout Buildings and Site			●
Staking			●
Record Drawings	●		
Miscellaneous			
Estimating/Preconstruction		●	
Schedule Creation and Updates		●	
Testing and Inspections			●
Storm Water Pollution Plan			●
General and Final Cleanup			●
Dumpsters and Dump Fees			●
Hand Tools			●
Cranes and Lifts (including Operators)			●
Equipment and Fuel			●
Bonds			●
Subcontractor Bonds			●
Taxes – As Appropriate			●
Liability Insurance			●
Builder’s Risk Insurance			●
Permits			●
Fees			●
Licenses			●
O&M Manuals			●
Additional Plans			●
Large-Format Printing			●
Job Signage			●
Training			●
Project Closeout			●

APPENDIX B

4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.
7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.
9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other