

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

December 20, 2022

Re: American Rescue Plan Act (ARP Act)

Dear Engineering Service Providers:

Attached is a copy of the East Texas Municipal Utility District's (ETMUD) Request for Qualifications ("RFQ") for *Project management & Engineering Services*. These services are being solicited to assist ETMUD in its project related services and project implementation of a contract, if awarded from the ARP Act program(s). ETMUD has applied for such funding to support activities in Smith County.

Multiple contracts may be awarded as a result of this solicitation.

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

Lane Thompson, ETMUD
12162 HWY 155 N. Tyler, TX. 75708
Email to: office@etmud.com
Attn: Lane Thompson - ARPA SOQ

The deadline for submission of SOQs is 4:00 pm, January 31, 2023. It is the responsibility of the submitting entity to ensure that the SOQ is received in a timely manner. SOQs received after the deadline will not be considered for award, regardless of whether or not the delay was outside the control of the submitting provider. ETMUD reserves the right to negotiate with any and all service providers submitting timely SOQs.

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

Sincerely,



Lane Thompson, General Manager
East Texas Municipal Utility District

RFQ for Project Management & Engineering Services

The East Texas Municipal Utility District (ETMUD) is seeking to enter into an Project Management & Engineering Services contract with a state registered engineer. The following outlines this request for qualifications.

1. Scope of Work

The engineering services, project management, and construction inspections contract to include but not limited to the following:

- Complete closure and demolition of the City of Winona Wastewater Treatment Facility
- Lift Station piping and improvements, at the current City of Winona Wastewater Treatment Facility site and East Texas Municipal Utility District's Wastewater Treatment Facility, required to collect, transport, and treat all Winona wastewater by East Texas Municipal Utility District
- Construction of an all-weather road to provide access to the lift station
- Construction of a force main required to carry flow from Winona to East Texas Municipal District's Wastewater Treatment Facility

And will encompass all preparation and project related engineering, project management, and construction inspections services to the ETMUD under its ARP Act program project.

2. Statement of Qualifications - The ETMUD is seeking to contract with a competent engineering firm, registered to practice in the State of Texas.

- Public works construction including but not limited to mitigation projects;
- Federally funded construction projects; and
- Projects located in this general region of the state
- **Transmittal letter including:**
 - Brief statement of the firm's understanding of the scope of the work to be performed;
 - Confirmation that the firm meets the appropriate state licensing requirements to practice as an Architect/Engineer in Texas
 - Confirmation that the firm has not had a record of substandard work within the last five years;
 - Confirmation that the firm has not engaged in any unethical practices within the last five years;
 - Any other information that the firm feels appropriate to support their understanding;
- **Company Profile**
- **Experience and Qualifications.** Set forth your experience and qualifications as they relate to the proposed project in terms of technical scope, tasks involved, deliverable products, and other elements of the work as they relate to the evaluation criteria and all requirements of this RFQ including the following:
 - Experience with public works construction including but not limited to mitigation projects;
 - Experience with federally funded construction projects;
 - A list of past local government clients, as well as resumes of all project management & engineers that will or may be assigned to this project if you receive the project management & engineering services contract award.

- **SAM.gov Registration.** Firms must have an active registration with the System for Award Management (www.SAM.gov) AND have been cleared (not suspended or debarred). Provide proof of SAM.gov registration along with your Statement of Qualifications. **See next page.**
 - **References.** Each firm must furnish a minimum of five (5) references.
3. Evaluation Criteria - The SOQ received will be evaluated and ranked according to the following criteria and using the rating sheet enclosed:

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

4. For this RFQ, Respondent's qualifications will be evaluated, and the most qualified Respondent will be selected, subject to negotiation of fair and reasonable compensation.
- **Upon the award of this contract, profit (either %/actual cost) must be identified and negotiated as a separate element of the price for any contract in excess of \$50,000.00.**
5. Submission Requirements- the following documents must be included in your SOQ:
- A copy of your current **certificate of insurance** for professional liability.
 - **Statement of Conflicts of Interest** (if any) the service provider or key employees may have regarding these services, and a plan for mitigating the conflict(s). Note that ETMUD may in its sole discretion determine whether or not a conflict disqualifies a firm, and/or whether or not a conflict mitigation plan is acceptable.
 - **System for Award Management.** Service provider must have a current registration in the System for Award Management (<https://www.sam.gov/SAM/>). Service provider and its Principals may not be debarred or suspended nor otherwise on the Excluded Parties List System (EPLS) in the System for Award Management (SAM). Include verification that the service provider as well as its principals are not listed (are not debarred) through the System for Award Management (www.SAM.gov). Enclose a printout of the search results that includes the record date. This clearance information must be included in the service provider's SOQ.
 - Form Conflict of Interest Questionnaire, (enclosed). Texas Local Government Code chapter 176 requires that any vendor or person who enters or seeks to enter into a contract with a local government entity disclose in the Questionnaire Form CIQ the vendor or person's employment, affiliation, business relationship, family relationship or provision of gifts that might cause a conflict of interest with a local government entity. Questionnaire form CIQ is included in the RFQ and must be submitted with the response.
 - Certification Regarding Lobbying- Disclosure of Lobbying Activities (enclosed). Certification for Contracts, Grants, Loans, and Cooperative Agreements is included in the RFQ and must be submitted with the response.

- Form 1295, (enclosed). Effective January 1,2018, all contracts and contract amendments, extensions, or renewals executed by the Commissioners Court will require the completion of Form 1295 “Certificate of Interested Parties” pursuant to Government Code § 2252.908. Form 1295 must be completed by the awarded vendor at time of signed contract submission. Form 1295 is included in this RFQ for your information. Form 1295 requires the inclusion of an “unsworn declaration” which includes, among other things, the date of birth and address of the authorized representative signing the form.
 - Required Contract Provisions (enclosed). Applicable provisions (enclosed) must be included in all contracts executed as a result of this RFQ.
6. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. – Small and minority businesses, women's business enterprises, and labor surplus area firms are encouraged to participate in this RFQ. If the awarded vendor is a prime contractor and may use subcontractors, the following affirmative steps are required of the prime contractor:
- Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - 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;
 - Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - 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.
 - Please choose the MBDA Center that is in closest proximity to your community. Email your RFQ to the appropriate center.

Minority-owned businesses may be eligible for contract procurement assistance with public and private sector entities from MBDA centers:

Dallas MBDA Business Center 8828 N. Stemmons Freeway, Ste. 550B Dallas, TX 75247 214-920-2436 Website: https://www.mbdadfw.com Email: admin1@mbdadallas.com	Houston MBDA Business Center 3100 Main Street, Ste. 701 Houston, TX 77002 713-718-8974 Website: https://www.mbda.gov/business-center/houston-mbda-business-center Email: MBDA@hccs.edu
El Paso MBDA Business Center 2401 East Missouri Avenue El Paso, TX 79903 915-351-6232 Website: https://www.mbda.gov/business-center/el-paso-mbda-business-center Email: treed@ephcc.org	San Antonio MBDA Business Center 501 W. Cesar E. Chavez Blvd., Ste. 3.324B San Antonio, TX 78207 210-458-2480 Website: https://www.mbda.gov/business-center/san-antonio-mbda-business-center Email: orestes.hubbard@utsa.edu

Small and woman-owned businesses may be eligible for assistance from SBA Women's Business Centers:

Dallas Fort Worth WBC 7800 N. Stemmons Fwy., Ste. 120 Dallas, TX 75247 214-572-9452 Website: https://womensbusinesscenterdfw.com/ Email: wbcdfw@liffund.com	WBEA – Women's Business Center 9800 Northwest Freeway, Ste. 120 Houston, TX 77092 713-681-9232 Website: https://www.wbea-texas.org/womens-business-center Email: wbc@wbea-texas.org
LiftFund Women's Business Center 600 Soledad St. San Antonio, TX 78205 888-215-2373 ext. 3000 Website: https://womensbusinesscentersa.com/ Email: wbc@liffund.com	

SBA also provides assistance at Small Business Development Centers located across Texas:

<https://americassbdc.org/small-business-consulting-and-training/find-your-sbdc/>

7. Deadline for Submission – SOQs must be received no later than (Insert the same SOQ due date & time you included in the newspaper notice). It is the responsibility of the submitting entity to ensure that the SOQ is received in a timely manner. SOQs received after the deadline will not be considered for award, regardless of whether or not the delay was outside the control of the submitting firm.

Complete the Public Notice information in the instructions - Please electronically submit your SOQ in .pdf format via email at office@etmud.com and submit your proposal to the address below on a thumb drive OR submit 8 copies of your proposal of services and a statement of qualifications for the proposed services to the following address:

East Texas Municipal Utility District
Attn: Lane Thompson
12162 HWY 155 N.
Tyler, TX. 75708

Statements of Qualifications must be received by the ETMUD no later than 4:00 pm Tuesday, January 31, 2023.

Any questions or requests for clarification must be submitted in writing via EMAIL to the address above at least 7 business days prior to the deadline. ETMUD may, if appropriate, circulate the question and answer to all service providers who submitted an SOQ.

AMERICAN RESCUE PLAN ACT (ARP ACT) - Description of Programs

Below is a description of anticipated programs that are eligible for funding through the ARP Act Program funded through the U.S. Department of the Treasury or other designated State or Federal Agency. As currently defined by U.S. Treasury guidance, selected Projects must use the allocated funds in one of the following ways. The City/County anticipates selecting a respondent for the following programs that require Engineering Services:

(A) to respond to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;

(B) to respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of the metropolitan city, non-entitlement unit of local government, or county that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;

(C) for the provision of government services to the extent of the reduction in revenue of such metropolitan city, non-entitlement unit of local government, or county due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year of the metropolitan city, non-entitlement unit of local government, or county prior to the emergency; or

(D) to make necessary investments in water, sewer, or broadband infrastructure.

Applicant: _____
ARP Act

This form will be inserted into the RFP/RFQ Packets.

APPROVED BY:



Lane Thompson, General Manager
East Texas Municipal Utility District

SCOPE OF WORK

The Contractor shall provide the following scope of services:

SCOPE OF SERVICES REQUESTED

Providers will help the ETMUD fulfill State and Federal ARP Act statutory responsibilities related to recovery from COVID-19. Providers will assist the ETMUD in completion of ARP Act program(s). Respondents may be qualified to provide Project Management & Engineering services for one or more programs or services (environmental, acquisition, general administration, etc.) Project management & engineering services must be performed in compliance with the guidance provided by the US Treasury.

DESCRIPTION OF SERVICES AND SPECIAL CONDITIONS

Respondents must be able to perform the tasks listed herein to be considered eligible for an award under this Solicitation. Respondents should provide a detailed narrative of their experience as it relates to each of the items below. Respondents should clearly indicate if they intend to provide services in-house with existing staff or through subcontracting or partnership arrangements. Engineering Services will be provided in conformance with the guidance documents utilizing forms provided by the US Treasury or other designated agencies, if applicable. The Providers shall furnish pre-funding and post-funding program engineering services to complete the ARP Act projects, including, but not limited to the following:

General Requirements:

- a) Coordinate, as necessary, between subrecipient and its service providers (i.e., Engineer, Environmental, Contracted Construction Company, Grant Administrator, etc.) and ARP Act regarding project design services.
- b) Provide monthly project status updates.
- c) Funding release will be based on deliverables identified in the contract.

Initial Engineering and Design Support

Respondents will be required to show the ability to provide all the Engineering services described below:

- a) Assist with the development of project related services, including, but not limited to cost estimates, preparation of project justification, project maps and accurate project descriptions.
- b) Provide all project information necessary to ensure timely execution of the environmental review (if required).
- c) Provide preliminary engineering, investigations, and drawings sufficient to achieve the preliminary design milestone, including at a minimum:
 - 1) Cross sections/elevations
 - 2) Project layout/staging areas
 - 3) General notes
 - 4) Special notes
 - 5) Design details
 - 6) Specifications
 - 7) Utility relocation designs
 - 8) Construction limits, including environmentally sensitive areas that should be avoided during construction
 - 9) Required permits

- 10) Quantities
- 11) Estimate of construction costs to within +/- 25%
- 12) Schedules for design, permitting, acquisition and construction
- d) Design surveying, topographic and utility mapping.
- e) Perform subsurface explorations for project sites, as necessary.
- f) Prepare horizontal alignments/layouts for all proposed project alternatives necessary to fully describe the project scope, anticipated limitations, and potential project impacts.
- g) Recommend value engineering options (alternative design, construction methods, procurement, etc.) that may improve efficiency, expedite the schedule, or reduce project costs for the subrecipient.
- h) Identify, acquire, and submit all necessary permits and approvals required for design approval and construction.
- i) Submit all necessary deliverables to the appropriate entity for review and comment. Adjust project and/or design to satisfactorily address any comments, as necessary.
- j) Prepare plans and profiles, including vertical design information for the selected alternative.
- k) Identify and address potential obstacles to project implementation (i.e., pipelines, easements, permitting, environmental, etc.) prior to moving forward with the final design.
- l) Support subrecipient with acquisition or property/servitudes/right-of-way documentation as required by the City to facilitate the project, preparing right-of-way surveys and/or property boundary maps and legal descriptions of parcels to be acquired.
- m) Provide project schedules from cradle to grave in MS Project format or equal as approved by the subrecipient based on ARP Act guidance.

Engineering and Final Design Support

Respondents will be required to show the ability to provide all the Engineering services described below as they relate to final design support:

- a) Prepare plans and profiles, including necessary design information for the selected alternative sufficient to achieve all detailed design milestones. Examples include, but are not limited to:
 - 1) Cross sections/elevations
 - 2) Project layout/staging areas
 - 3) General notes
 - 4) Special notes
 - 5) Design details
 - 6) Specifications
 - 7) Utility relocation designs
 - 8) Construction limits, including environmentally sensitive areas that should be avoided during construction
 - 9) Required permits
 - 10) Quantities
 - 11) Estimate of construction costs to within +/- 20%
 - 12) Schedules for design, permitting, acquisition and construction
- b) Provide information to appropriate individuals for the development of environmental fund release reports and floodplain maps.
- c) Identify, acquire, and submit all necessary permits and approvals required for design approval and construction.
- d) Provide hard copy, if necessary, reproducible plan drawings and bid documents, in addition to electronic

copies to the subrecipient, upon design completion, and as requested during design. Electronic copies should be in the native format (AutoCAD DWG) along with PDF packages and should contain all corresponding references, databases, or files associated with the completed design documents.

- e) Assist the subrecipient and any service provider related to the project with all necessary documentation to ensure compliance with all Program requirements and regulations.

Bid and Award Support

Respondents will be required to show the ability to provide all the Engineering services described below as they relate to bid and award support:

- a) Submit appropriate items and support subrecipient in the development of complete bid package.
- b) Prepare and assist subrecipient in the advertisements for bid solicitation.
- c) Support development and issuance of bid-related documents necessary to complete bid process (e.g., bid proposal form, bid addenda, and supporting documentation).
- d) Attend and support subrecipient at pre-bid conference and bid opening.
- e) Support subrecipient with ongoing communication during bid process.
- f) Support subrecipient to complete bid tabulation and evaluation of responses and provide recommendation for award.
- g) Support subrecipient to negotiate and finalize contract documents, including issuance of the Notice to Proceed, in accordance with program and subrecipient requirements.
- h) Support subrecipient in the conducting of a preconstruction conference.

Contract Management and Construction Oversight

Respondents will be required to show the ability to provide all the Engineering services described below as they relate to contract management and construction oversight:

- a) Ensure delivery of subrecipient project in accordance with contract.
- b) Provide ongoing Construction Oversight Reports detailing the status of construction for subrecipient project.
- c) Review all service provider submittals to ensure compliance with construction contract documents and provide recommendations to subrecipient.
- d) Provide periodic and final inspections and tests reports, as required for the project.
- e) Provide on-site supervision and oversight of construction activities at a minimum on a bi-weekly basis or as directed by the ARP Act or subrecipient.
- f) Review Construction Change Orders and provide recommendation to subrecipient as to appropriate action.
- g) Review invoice/draw requests and provide recommendation to subrecipient as to appropriate action, in compliance with the construction contract documents.
- h) Obtain independent cost estimates for validation purposes, as required.
- i) Review and respond to requests for information/clarification.
- j) Support subrecipient with issue identification and claims resolutions.
- k) Enter all requisite information into the ARP Act system of record in accordance with established policies and procedures.
- l) Develop a final “as built” report of quantities, drawings, and specifications.
- m) Issue to the subrecipient, for execution, a Certificate of Construction Completion within 30 days of final inspection approval.
- n) Deliver “as-built” drawings to the subrecipient within 30 days of project completion.
- o) Host and/or attend project coordination meetings in person, by phone, or by video conference, which may or may not fall during normal business hours.
- p) Perform other contract management and construction oversight duties as required to ensure success of the subrecipient project.
- q) Provide necessary certifications to regulatory agencies of project completion and compliance (ex. TCEQ).
- r) Submit all final invoices within 60 days after contract or work order expiration.

Specialized Services

Respondents will be required to show the ability to provide all the Engineering services described below as they relate to specialized services:

- a) Provide Geotechnical Investigations as may be required for a project.
- b) Provide Detailed Surveying as may be required for a project.
- c) Provide Site Specific Testing as may be required for a project.
- d) Provide Archeological Studies as may be required for a project.
- e) Provide Planning Studies as may be required for a project.
- f) Provide Feasibility Studies as may be required for a project.
- g) Provide Legal documentation for property and/or easements to be acquired (i.e., field notes, etc.).
- h) Provide Phase I and Phase II environmental site assessments as requested.

Engineer/Architect/Surveyor Rating Sheet

Grant Recipient _____
 Name of Respondent _____
 Evaluator's Name _____

Program(s) ARPA _____
 Date of Rating _____

Rate the Respondent of the Request For Qualifications (RFQ) by awarding points up to the maximum listed for each factor. Information necessary to assess the Respondent on these criteria may be gathered either from past experience with the Respondent and/or by contacting past/current clients of the Respondent. Respondents proposing to offer specific services (environmental or buyout only) will be scored only on those services.

Experience -- Rate the respondent for experience in the following areas:

Comments

	Factor	Max.Pts		Score
1.	Has previously designed _____ type of projects	20		
2.	Has worked on federally funded construction projects	15		
3.	Has worked on projects that were located in this general region. Note: Location for A/E (Architect/Engineer) may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. 2 CFR 200.321(b)(3)	10		
4.	Extent of experience in project construction management	15		
	Subtotal, Experience	60		

Work Performance

	Factor	Max.Pts		Score
1.	Past projects completed on schedule	10		
2.	Manages projects within budgetary constraints	5		
3.	Work product is of high quality	10		
	Subtotal, Performance	25		

Capacity to Perform

	Factor	Max.Pts		Score
1.	Staff Level / Experience of Staff	5		
2.	Adequacy of Resources	5		
3.	Professional liability insurance is in force	5		
	Subtotal, Capacity to Perform	15		

TOTAL SCORE

	Factor	Max.Pts		Score
<input type="checkbox"/>	Experience	60		
<input type="checkbox"/>	Work Performance	25		
<input type="checkbox"/>	Capacity to Perform	15		
	Total Score	100		

Insert Certificate of Insurance

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

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

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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

Yes No

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

Yes No

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

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

7

Signature of vendor doing business with the governmental entity

Date

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

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

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

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

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

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

(2) the vendor:

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

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

or

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

Certification Regarding Lobbying

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

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

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

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

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

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

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

Signature of Contractor's Authorized Official

Printed Name and Title of Contractor's Authorized Official

Date

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

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

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

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

Approved by OMB
0348-0046

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure)

<p>Type of Federal Action: a. contract _____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance</p>	<p>Status of Federal Action: a. bid/offer/application _____ b. initial award c. post-award</p>	<p>Report Type: a. initial filing _____ b. material change</p>
<p>Name and Address of Reporting Entity: _____ Prime _____ Sub awardee Tier _____, if Known: Congressional District, if known:</p>	<p>If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:</p>	
<p>Federal Department/Agency:</p>	<p>7. Federal Program Name/Description: CFDA Number, <i>if applicable</i>: _____</p>	

Federal Action Number, if known:	9. Award Amount, if known: \$
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)

(To be completed by awarded vendor)

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

REQUIRED CONTRACT PROVISIONS

EXHIBIT B – Contract Provisions

2 CFR 200.327 Contract provisions. The non-Federal entity’s contracts should contain applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. The non-Federal entity’s contracts must contain the provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards, as applicable. ***Language as of September 1, 2022.**

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
>\$250,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908 , must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.	2 CFR 200 APPENDIX II (A)	Contractor RFP/IFB Contractor RFQ Subrecipients
>\$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 affected and the basis for settlement.	2 CFR 200 APPENDIX II (B)	Contractor RFP/IFB Contractor RFQ Subrecipients
None	<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 [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the</p>	2 CFR 200 APPENDIX II I and 41 CFR §60-1.4(b)	Contractor RFP/IFB Contractor RFQ Subrecipients

Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

- (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:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent

	<p>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</p>		
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	<p>involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.</p> <p>The [recipient] agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the recipienting agency in the discharge of the agency's primary responsibility for securing compliance.</p> <p>The recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the [recipient] agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.</p>		
<p>>\$10,000,000 for ARPA but State</p>	<p>Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$10,000,00 awarded by non-Federal entities must include a provision for compliance with the Davis-</p>	<p>2 CFR 200 APPENDIX II (D)</p>	<p>Contractor RFP/IFB Subrecipients</p>

<p>Provision Applies at any amount and/or >\$2,000 for CDBG/Braided Funds</p>	<p>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>		
<p>>\$100,000</p>	<p>Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open</p>	<p>2 CFR 200 APPENDIX II I</p>	<p>Contractor RFP/IFB Subrecipients</p>

	market, or contracts for transportation or transmission of intelligence.		
None	Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.	2 CFR 200 APPENDIX II (F)	Contractor RFP/IFB Contractor RFQ Subrecipients
>\$150,000	Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended – Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).	2 CFR 200 APPENDIX II (G)	Contractor RFP/IFB Contractor RFQ Subrecipients
>\$25,000	Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
>\$100,000	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303	Contractor RFP/IFB Contractor RFQ Subrecipients

	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 2 CFR §200.323 - Procurement of Recovered Materials.	2 CFR 200 APPENDIX II (J)	Contractor RFP/IFB Contractor RFQ Subrecipients
	See 2 CFR §200.216 - Prohibition on certain telecommunications and video surveillance services or equipment	2 CFR 200 APPENDIX II (K)	Contractor RFP/IFB Contractor RFQ Subrecipients
	See 2 CFR §200.322 - Domestic Preferences for Procurements.	2 CFR 200 APPENDIX II (L)	Contractor RFP/IFB Contractor RFQ Subrecipients
>\$10,000	An NFE (non-Federal Entity) that is a state agency or an agency of a political subdivision of a state, and the NFE's contractors must comply with Section 6002 of the Solid Waste Disposal Act. Applicable NFEs must include a contract provision requiring compliance with this requirement. This includes contracts awarded by a state agency or political subdivision of a state and its contractors for certain items, as designated by the EPA, with a purchase price greater than \$10,000. Indian Tribal Governments and nonprofit organizations are not required to comply with this provision. Additional requirements are listed below.	2 CFR 200.323	Contractor RFP/IFB Contractor RFQ Subrecipients
None	The Federal awarding agency must establish conflict of interest policies for Federal awards. The non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.	2 CFR 200.112	Contractor RFP/IFB Contractor RFQ Subrecipients
None	The Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not	2 CFR 200.336	Contractor RFP/IFB Contractor RFQ Subrecipients

	<p>require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.</p>		
None	<p>Contracting with HUB, 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> <ol style="list-style-type: none"> (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section. 	2 CFR 200.321	<p>Contractor RFP/IFB</p> <p>Contractor RFQ</p> <p>Subrecipients</p>
None	<p>Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. All records related to ARPA shall be maintained for</p>	2 CFR 200.334	<p>Contractor RFP/IFB</p> <p>Contractor RFQ</p> <p>Subrecipients</p> <p>Vendors</p>

5 years per the ARPA terms, conditions, and regulations.

The only exceptions are the following:

- (a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. **All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions and regulations.**
- (b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.
- (c) Records for real property and equipment acquired with Federal funds must be retained for three years after final disposition. All records related to ARPA shall be maintained for 5 years per the ARPA terms and conditions and regulations.
- (d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity. All records related to ARPA shall be maintained for 5 years per the ARPA terms and conditions and regulations. **All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations.**
- (e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.
- (f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).
 - (1) *If submitted for negotiation.* If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission. **All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions,**

	<p>and regulations. (2) If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations.</p>		
None	<p>CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such a term in Section 2252.151(2) of the Texas Government Code.</p>	Texas Government Code 2252.152	<p>Contractor RFP/IFB Contractor RFQ Subrecipients</p>
>\$100,000	<p>PROVISION REQUIRED IN CONTRACT. (a) This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.</p>	Texas Government Code 2271	<p>Contractor RFP/IFB Contractor RFQ Subrecipients Vendors</p>
	<p>Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.</p>	42 U.S.C. 6201	<p>Contractor RFP/IFB Subrecipients</p>
	<p>The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.</p>	Section 504 of the Rehabilitation Act of 1973, as amended.	<p>Subrecipients</p>
ARPA Terms, Conditions, & Records	<p>Use of Funds. a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.</p>	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or	<p>Subrecipients</p>

	b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.	603 (c) as applicable	
ARPA Terms, Conditions, & Records	Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury’s implementing regulations, Recipients may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on December 31, 2024.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603 (c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603 (c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	<p>Maintenance of and Access to Records</p> <p>a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury’s regulations implementing that section, and guidance issued by Treasury regarding the foregoing.</p> <p>b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.</p> <p>c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.</p>	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603 (c) as applicable	<p>Contractor</p> <p>RFP/IFB</p> <p>Contractor RFQ</p> <p>Subrecipients</p> <p>Vendors</p>
ARPA Terms, Conditions, & Records	Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603 (c) as applicable	Subrecipients

<p>ARPA Terms, Conditions, & Records</p>	<p>Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.</p>	<p>Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603 (c) as applicable</p>	<p>Subrecipients</p>
<p>ARPA Terms, Conditions, & Records</p>	<p>Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.</p>	<p>Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603 (c) as applicable</p>	<p>Subrecipients</p>
<p>ARPA Terms, Conditions, & Records</p>	<p>Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.</p>	<p>Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603 (c) as applicable</p>	<p>Contractor RFP/IFB Contractor RFQ Subrecipients Vendors</p>
<p>ARPA Terms, Conditions, & Records</p>	<p>Compliance with Applicable Law and Regulations.</p> <p>a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.</p> <p>b. Federal regulations applicable to this award include, without limitation, the following:</p> <p>i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit</p>	<p>Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603 (c) as applicable</p>	<p>Contractor RFP/IFB Contractor RFQ Subrecipients Vendors</p>

Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

- ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
- iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
- iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
- v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20. (Subrecipient Only)
- vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
- viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
- ix. Generally applicable federal environmental laws and regulations.

c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31

	<p>C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and</p> <p>v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.</p>		
ARPA Terms, Conditions, & Records	<p>Remedial Actions. In the event of Recipient’s noncompliance with section 603 of the Act, other applicable laws, Treasury’s implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.</p>	<p>Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603 (c) as applicable</p>	Subrecipients
ARPA Terms, Conditions, & Records	<p>Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.</p>	<p>Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603 (c) as applicable</p>	Subrecipients
ARPA Terms, Conditions, & Records	<p>False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.</p>	<p>Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603 (c) as applicable</p>	<p>Contractor RFP/IFB Contractor RFQ Subrecipients Vendors</p>
ARPA Terms, Conditions, & Records	<p>Publications. Any publications produced with funds from this award must display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury.”</p>	<p>Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603 (c) as applicable</p>	Subrecipients

<p>ARPA Terms, Conditions, & Records</p>	<p>Debts Owed the Federal Government.</p> <p>a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.</p> <p>b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury’s initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.</p>	<p>Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603 (c) as applicable</p>	<p>Subrecipients</p>
<p>ARPA Terms, Conditions, & Records</p>	<p>Disclaimer.</p> <p>a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.</p> <p>b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.</p>	<p>Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603 (c) as applicable</p>	<p>Subrecipients</p>
<p>ARPA Terms, Conditions, & Records</p>	<p>Protections for Whistleblowers.</p> <p>a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.</p> <p>b. The list of persons and entities referenced in the paragraph above includes the following:</p> <p>i. A member of Congress or a representative of a committee of Congress;</p> <p>ii. An Inspector General;</p>	<p>Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603 (c) as applicable</p>	<p>Contractor RFP/IFB Contractor RFQ Subrecipients Vendors</p>

	<ul style="list-style-type: none"> iii. The Government Accountability Office; iv. A Treasury employee responsible for contract or grant oversight or management; v. An authorized official of the Department of Justice or other law enforcement agency; vi. A court or grand jury; or vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct. <p>c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.</p>		
ARPA Terms, Conditions, & Records	<p>Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.</p>	<p>Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603 (c) as applicable</p>	<p>Contractor RFP/IFB Contractor RFQ Subrecipients Vendors</p>
ARPA Terms, Conditions, & Records	<p>Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers</p>	<p>Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603 (c) as applicable</p>	<p>Contractor RFP/IFB Contractor RFQ Subrecipients Vendors</p>