

## **ARCHITECTURAL/ENGINEERING SERVICES REQUEST FOR QUALIFICATIONS**

Matagorda County is seeking for completed Statements of Qualifications (**3 bound copies and 1 original**) for Architectural/Engineering Services until **10:00 AM, Friday, November 15, 2024** at the office of:

**Kristen Kubecka, County Auditor  
2200 7<sup>th</sup> Street, Room 208  
Bay City, Texas 77414**

**For the following Projects:**

### **JUSTICE OF THE PEACE #2 BUILDING SARGENT COMMUNITY CENTER/ALTERNATE EOC**

Please include your company's contact person and email address with your sealed qualifications submittal.

Submission Requirements – SOQs may be received by mail OR hand-delivered to the address above OR by email to [kkubecka@co.matagorda.tx.us](mailto:kkubecka@co.matagorda.tx.us). 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. Multiple contracts may be awarded as a result of this solicitation.

Sealed Qualifications will be publicly opened and the names of the firm(s) submitting will be read aloud at the time and date listed above. Within 15 days after the date of opening of Qualifications, the Owner shall evaluate each firm submitting a statement of Qualifications. The Owner reserves the right to waive any informality and to reject any or all submitters.

In accordance with the specific legal requirements, Architectural/Engineering Services, the following criteria will be considered under the process for selecting the Engineering firm(s) for the Projects. After selecting two or fewer firms, the Owner will begin contract negotiations with the highest-ranking firm(s). Should the parties not be able to reach an agreement, the County will begin the same negotiation process with the next ranked firm. The selected engineering firm(s) will assist the Owner with preconstruction services and to manage/build the project.

**Anticipated Selection Schedule:** It is anticipated that the selection of qualified firm(s) from the process on November 25, 2024 will be notified by December 10, 2024. Contract negotiations will begin immediately following evaluation process. The selection committee will make their recommendation to all entities at the next regularly scheduled meeting of Matagorda County, based upon the criteria for qualifications and the firm(s) that provides the best value to the Owner and said Projects.

**Anticipated Project Schedule:** It is anticipated that pre-construction services will begin in December 2024, and construction of the Project will begin in April 2025. Anticipated Completion would be achieved by September 2025.

**Anticipated Project Budget:** The Project Budget for the Justice of the Peace #2 Building is approximately One Million, Five Hundred Thousand Dollars (\$1,500,000.00). The Project Budget for the Sargent Community Center/Alternate EOC is approximately One Million, Five Hundred Thousand Dollars (\$1,500,000.00).

# ADDENDUM #1

11/6/2024

**DETERMINATION OF QUALIFICATIONS:** Through the use of information submitted in the Statements of Qualifications as identified on page 6 of 6, the Owner will determine which firms are best qualified for the Project. The Owners Designated Appointees will evaluate and rank the firms based on the following criteria and weights:

EVALUATION CRITERIA	SCORE
Responsiveness of Proposal	Pass/Fail
Financial Stability	Pass/Fail
Experience and Qualifications	<del>-40</del> 60
Capacity to Perform	40
<del>Pricing</del>	<del>-20</del>
<b>TOTAL SCORE</b>	<b>100</b>

**Scoring Deduction:** Points will be deducted from an offeror's overall score if an owner or operator of the business entity has been convicted of a felony (see "Felony Conviction Notification: form).

**Questions:** Project and/or Request for Qualifications questions should be emailed to Kristen Kubecka, County of Matagorda at: [kkubecka@co.matagorda.tx.us](mailto:kkubecka@co.matagorda.tx.us). Responses will be emailed to all submitters. Please indicate the following subject line in your email with questions: **RFQ: JP#2 and/or SARGENT CC/ALT. EOC**. Please include your company's contact person and email address with your questions. Deadline for questions is October 13, 2024 at 4:00 PM.

**Post Submission Requirements:** All firms submitting qualification packages should be prepared to submit additional information if requested. Subsequent information may be used to further clarify Engineering capabilities and or ability to meet the Owner's needs for the specific project. **A pre-bid meeting will be optional, pre-bid meeting will be on November 12, 2024 at 2200 7<sup>th</sup> Street, 4<sup>th</sup> Floor Meeting Room, Bay City, Texas 77414 at 1:30 PM.**

1. Correction to page 2 of 7, specific to the Scoring Matrix.

## **SCOPE OF SERVICES**

The required services shall be performed utilizing the preliminary drawings shown in **Exhibit 1** related to the Justice of the Peace #2 Building and **Exhibit 2** related to the Sargent Community Center/Alternate EOC as guidance and Key Tasks as described below:

The Entity expects selected Firm(s) to have knowledge and experience of general construction policies, procedures, and guidelines.

All construction work related to Justice of the Peace #2 Building will be located at either Tier 4, Colorado Front, Lot 3, Block 9, 0 Center Street, Matagorda, Texas 77457 **OR** Tier 2, Colorado Front, Lot 6, Block 10, 0 Ingram Street, Matagorda, Texas 77457. (Both in the townsite of Matagorda)

All construction work related to Sargent Community Center/Alternate EOC will be located at 20305 FM 457, Bay City, Texas 77414.

### **KEY TASKS**

- Management of all construction phases (specific to the construction scope of work) to include but not limited to site prep/grading, foundation (including all underground plumbing, electrical & gas line), dry-in (framing, exterior doors, windows, roofing, weatherization and exterior siding/masonry), rough-in (plumbing, mechanical, electrical and gas), insulation, drywall, interior trim/doors, painting, carpet and flooring, cabinets and countertop, finish (electrical, plumbing, mechanical & gas), hookup and punch list.
- Maintain a pool of general/subcontractors, Architect Engineers (A/E) Firms, and other trades adequate to complete construction adhering to County's requirements and time constraints identified in this document.
- Provide timely payments to sub-consultants, general/subcontractors, trades, etc.
- Obtain or ensure that all necessary permits to perform construction activities as required, and that Certificates of Compliance (as applicable) are issued and properly documented.
- Provide warranty on all completed construction. At a minimum, 1-year warranty for workmanship and materials and a 10-year warranty for structure, and appliance warranty from manufacturer shall be provided.
- Perform periodic monitoring of construction during all construction phases. Firm shall provide an assigned superintendent at each project site and notify the County of the assignment or re-assignment of superintendent within 48 hours. The County reserves the right to require a superintendent to be on-site during all construction and establish a maximum ratio of projects for each superintendent.
- Provide excellent customer service for others impacted during construction activities. Firm shall be responsive to requests and communicate on a regular basis with the County; coordinate relocation issues such as utility connects/disconnects, schedules, storage; and ensure that those impacted by construction are fully informed of the construction process.
- Provide and maintain all original and copies of supporting documentation to include but not limited to construction draws, liens, releases from vendors, subcontractors; and suppliers.
- Furnish progress reporting as determined or requested by the County.
- Coordinate with local governmental jurisdictions, homeowner associations, and other jurisdictions as appropriate to complete projects.

- Support and assist the County during state/federal monitoring or auditing activities, including providing financial information, reports, site visits, and other requests that may be required.

## **TECHNICAL REQUIREMENTS**

The selected Firm(s) shall provide construction services including, but not limited to, the following technical requirements:

### **Preconstruction Services**

During the phase of preconstruction services, the following activities are performed:

- a. Procure in advance or establish reliable supply chains for materials, equipment, supplies and appurtenances with long lead items.
- b. Perform procurement of early trade work.
- c. Submit sample boards of materials (i.e., cabinets, carpet, hardware, paint, etc.) for review and approval of the County.
- d. Prepare and maintain a detailed schedule.
- e. Work collaboratively with design team and review drawings for submittal to the County for final approval.

### **Construction Services**

During the phase of construction services, the following activities are performed:

- a. Firm shall meet with assigned County contact (or assignee) to review selections of construction materials.
- b. Firm will be responsible to coordinate with appropriate departments for shutoff and timely reconnection of all utilities. Firms shall be responsible for managing all utility-related issues associated with demolition and/or construction.
- c. Firm is responsible for demolition of damaged structure, if specified in the scope of work. All demolition activities and disposal of demolition/construction debris must follow applicable local, state, and Federal guidelines, laws, and regulations.
- d. Firm shall obtain or ensure that all necessary permits for demolition and construction are issued and properly documented, Certificates of Occupancy are issued and properly documented, and provide foundation location and as-built surveys to confirm that construction is compliant with elevation and setback building line requirements.
- e. Firm shall provide construction services in accordance with County building codes and within the prescribed construction timelines and approved schedule.
- f. Firm shall provide administrative, management, and related services to coordinate scheduled activities and responsibilities of their general contractors, subcontractors, and trades with each other to manage construction schedule. Firms are allowed to self-perform construction and are responsible for coordinating and scheduling their own construction services.
- g. Firm shall visit and thoroughly inspect the project sites and any structures or other manmade features to be modified.
- h. Firm shall coordinate and manage the scope of work to be performed by their subcontractors through final acceptance, including punch-list work. Firms shall be responsible for keeping the services on schedule and ensuring that the subcontractors furnish materials and perform work according to the approved scope of work and construction plans.

- i. Firm shall have the authority over their general contractors/subcontractors to require prompt execution of the work and to give instructions to require corrective actions, whenever such action may be necessary in its opinion to ensure proper execution of the Contract Documents and/or to protect the interests of the County.
- j. As requested by the County, Firms shall provide routine reports regarding quality control inspections to ensure progress and quality of construction, adherence to schedule, and conformance with applicable construction standards.
- k. Firm shall coordinate their trades, subcontractors, and other construction personnel to ensure that the quantity, quality, fitness, and progress of the work is in compliance with the Contract requirements. All work is subject to the final review of the County. The County will not routinely require prior approval of these actions but reserves the right to review and approve at its sole discretion.

#### Scheduling

During the phase of construction services, the following activities are performed:

- a. The selected Firm(s) will generate and maintain a master schedule (schedule of all assigned construction sites if more than one location is involved) showing average duration for performing activities at the assigned sites. This schedule will break down activities from work order assignment and construction milestones, through Certificate of Occupancy (COO), final inspection, and close out. This schedule should also include the County's activities which potentially may impact the schedule.
- b. The selected Firm(s) shall update the master schedule weekly to determine revised durations on the active construction projects. The schedule will also indicate any delays and recommend actions to mitigate the delays and implement approved schedule recovery measures.
- c. The selected Firm(s) will be responsible for performing regular routine daily/weekly monitoring of construction; however, the County, or assignee, will perform milestone inspections required for compliance.

#### Environmental, Health, and Safety

During the phase of construction services, the following activities are performed:

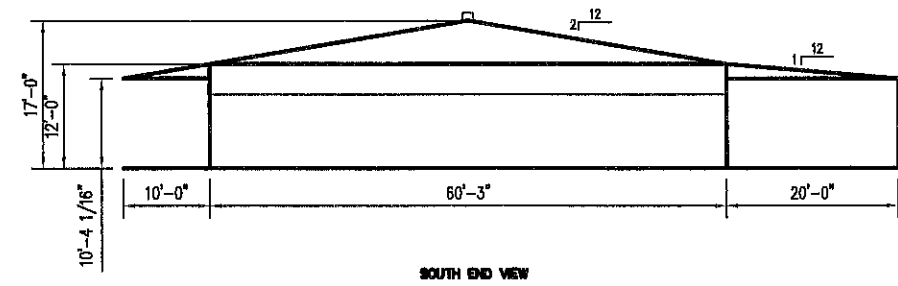
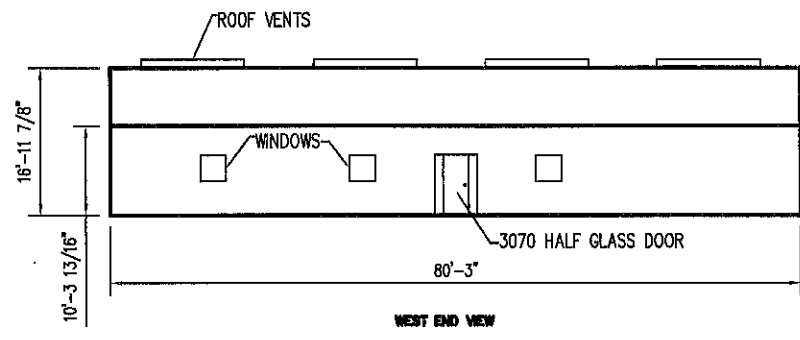
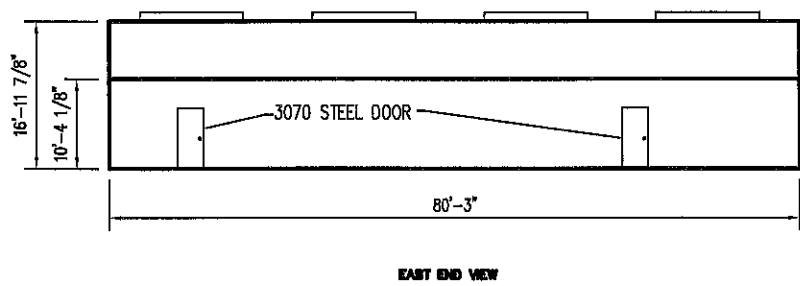
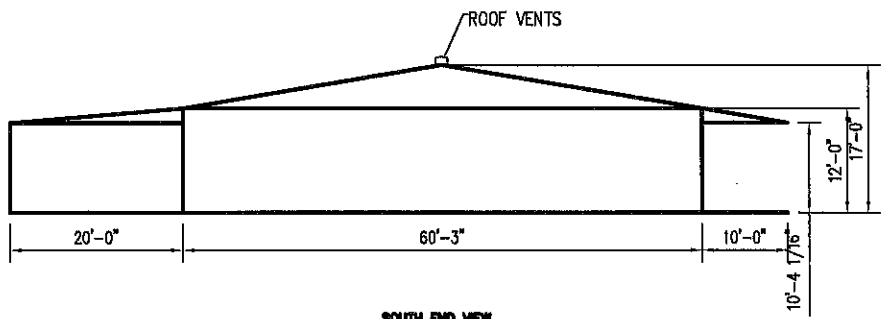
- a. The Firm shall have detailed procedures addressing environmental risks, safety hazards, and provide mitigation methods. The Firm shall identify and ensure that all Personal Protective Equipment (PPE) required for performing services is utilized.
- b. All health and safety complaints must be addressed immediately, and the County must be notified of the complaints and proposed resolutions within 24 hours.
- c. Investigation, removal, and disposal of all hazardous materials shall be addressed in accordance with all applicable construction/environmental and any other federal, state, and local laws and regulations.
- d. All construction activities shall be performed in compliance with applicable Occupational Safety and Health Administration (OSHA) safety regulations and other applicable laws.

**Statement of Qualifications**  
**Architectural/Engineering Services**  
**for the project:**  
**JUSTICE OF THE PEACE #2 BUILDING**  
**SARGENT COMMUNITY CENTER/ALTERNATE EOC**

Provide the information requested below in the sequence and format prescribed by this *Statement of Qualifications* form. Refer to Page 2 of 4 for the scoring priority of the information provided.

- 1. AIA DOCUMENT A305, CONTRACTOR QUALIFICATION STATEMENT.**
- 2. FELONY CONVICTION NOTICE.**
- 3. EXPERIENCE.** List and describe only your projects that are specifically relevant to proposed project and for which you performed Architectural/Engineering services.
- 4. REFERENCES.** For those projects listed above, provide name, title, current phone number and email address for representatives familiar with the services performed by your company.
- 5. RESUMES OF KEY PERSONNEL.** Provide resumes of key personnel to be assigned to this project, including the Engineer, Architect, Project Manager, and/or Estimator and any other proposed personnel. Resumes must clearly show specifically relevant experience in projects of similar scope, size, and complexity. Provide references for each person, who can substantiate their background and experience. Include current contact information for each reference.
- 6. PROJECT SCHEDULING.** Include a detailed example of the level of scheduling quality to be expected on the project, utilizing the schedule of one of your completed projects of similar complexity.
- 7. COST ESTIMATING.** For a single project (project name may be concealed), attach a cost estimate prepared during the design phase, and the final cost breakdown of Guaranteed Maximum Price. Explain any significant differences between the two amounts.
- 8. CERTIFICATE OF INSURANCE.** A Certificate of Insurance must accompany all Statements of Qualifications, on an ACORD form itemizing the firm's normal coverage at the time of this qualification. Additional insurance coverage available to the Owner without increase in cost (due to normal coverage's carried by the company) will be considered of benefit to the Owner. Please show available excess or umbrella coverages on the insurance certificate, should such coverages be in place. Property Insurance (Builder's Risk) will be provided and paid for by the firm.
- 9. ARCHITECTURAL/ENGINEERING SERVICES.** Describe your organization's approach to working in a team relationship with the Owner during the design and construction of completed firms' projects. Describe your organization's methods for cost control and evaluating building systems during the design/construction documents phases. It is anticipated that the guaranteed maximum price (GMP) will be provide at or near 90% completion of construction documents.
- 10. ADDITIONAL COMMENTS.** The aesthetics of the Statement of Qualifications will play no part in the selection of a firm. Clarity, completeness, and responsiveness to the RFQ are required. The Owner reserves the right to reject any Statement of Qualifications without cause.
- 11. LOCAL, STATE, & FEDERAL FUNDING REQUIREMENTS (REQUIRED PROVISIONS, CERTIFICATIONS, AFFIDAVITS, QUESTIONNAIRES, AND FORMS).** This project **MAY** be partially funded with federal dollars, if federal dollars are collaborated, the following documents will be required to be in compliance with local, state, and federal requirements. The following will be considered with regard to Responsiveness and Completion:

# EXHIBIT 1



1 MATAGORDA BUILDING  
 E1.0 SCALE : 1/4" = 1'-0"

REV.	DATE	DESCRIPTION	BY	CHK.	REV.	DATE	DESCRIPTION	BY	CHK.

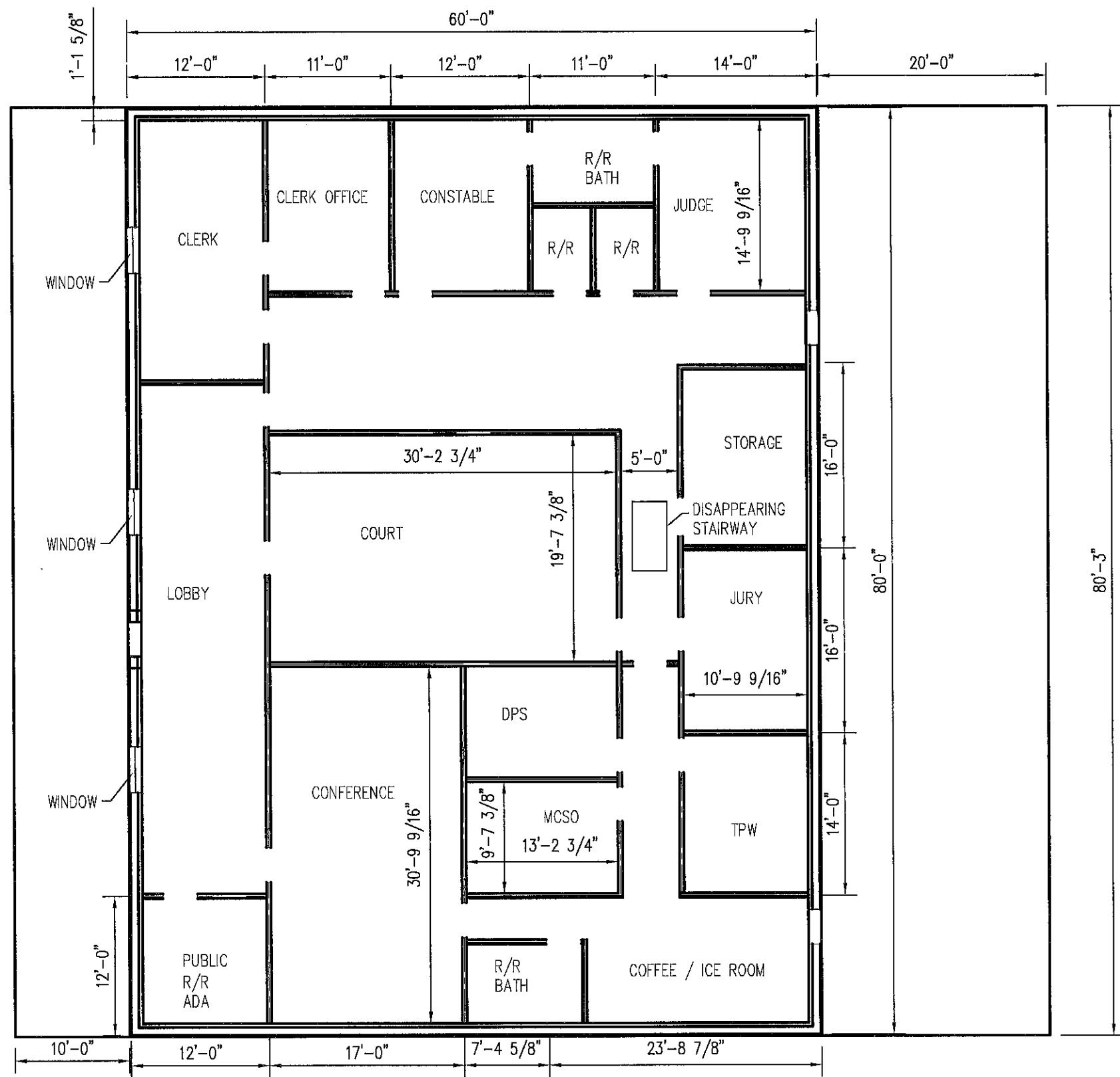
**PROPRIETARY INFORMATION**  
 Design information contained herein is proprietary and confidential and is the exclusive property of GASAWAY INC. No portion of any design information contained herein may be used by, or disclosed to, unauthorized personnel without the expressed written consent of GASAWAY, INC. BAY CITY, Texas.

**Gasaway, Inc.**  
 Grain Drying, Storage & Handling System  
 Engineering, Consulting, & Drafting Services  
 Design & Build Commercial Steel Building  
 Box 149, Bay City, Texas 77404-0149  
 Toll Free: 800-583-6375 Fax: 979-245-5900  
 Office: 979-245-6375 Email: steve@gasawayinc.com

SCALE NTS  
 DWN. BY CH  
 CHK. BY SG  
 JOB No.  
 DATE 7-13-23

MATAGORDA JUSTICE PEACE PCT-2  
 MATAGORDA, TX

SHEET NUMBER  
**E1.0**  
 OF SHEETS



REV.	DATE	DESCRIPTION	BY	CHK.	REV.	DATE	DESCRIPTION	BY	CHK.

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 Box 149, Bay City, Texas 77404-0149*  
 Toll Free: 800-383-6375    Fax: 979-245-5900  
 Office: 979-245-6375    Email: steve@gasawayinc.com

SCALE NTS  
 DWN. BY CH  
 CHK. BY SG  
 JOB No. \_\_\_\_\_  
 DATE 7-13-23

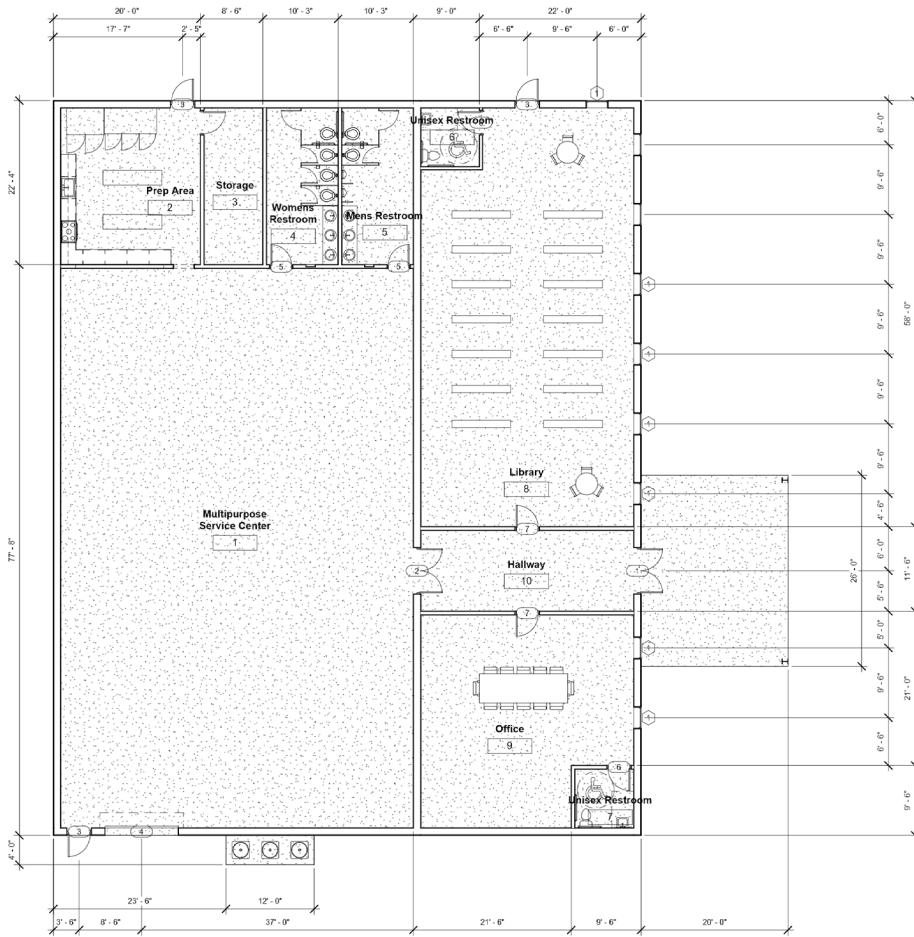
**MATAGORDA JUSTICE PEACE PCT-2**  
  
**MATAGORDA, TX**

SHEET NUMBER  
**P1.0**  
 OF SHEETS



# EXHIBIT 2

24



1 Floor Plan  
1/8" = 1'-0"

Room Schedule					
Name	Area	Floor Finish	Wall Finish	Ceiling Finish	Comments
Multipurpose Service Center	3656 SF	2' x 2' Vinyl Tile	Gypsum Wall Board	Exposed Structure Ceiling	Wood paneling extending from floor up to 36" along wall
Prep Area	405 SF	2' x 2' Vinyl Tile	Gypsum Wall Board	2' x 2' Drop Ceiling	
Storage	171 SF	2' x 2' Vinyl Tile	Gypsum Wall Board	2' x 2' Drop Ceiling	
Womens Restroom	208 SF	Subway Tile	Subway Tile	2' x 2' Drop Ceiling	
Mens Restroom	208 SF	Subway Tile	Subway Tile	2' x 2' Drop Ceiling	
Unisex Restroom	64 SF	Subway Tile	Subway Tile	2' x 2' Drop Ceiling	
Unisex Restroom	64 SF	Subway Tile	Subway Tile	2' x 2' Drop Ceiling	
Library	1582 SF	2' x 2' Carpet Tile	Gypsum Wall Board	2' x 2' Drop Ceiling	
Office	769 SF	2' x 2' Carpet Tile	Gypsum Wall Board	2' x 2' Drop Ceiling	
Hallway	319 SF	2' x 2' Vinyl Tile	Gypsum Wall Board	2' x 2' Drop Ceiling	

Door Schedule					
Family and Type	Height	Width	Count	Mark	Comments
Door-Exterior-Double-Two-Lite: 72" x 84"	7'-0"	6'-0"	1	1	
Door-Exterior-Double: 72" x 84"	7'-0"	6'-0"	1	2	
Door-Exterior-Single-Two-Lite: 36" x 84"	7'-0"	3'-0"	3	3	
Door-Overhead-Rolling: 120" x 120"	10'-0"	10'-0"	1	4	Min. 8" of clearance of each side of casing
Door-Passage-Single-Flush: 34" x 84"	7'-0"	2'-10"	2	5	
Door-Passage-Single-Flush: 36" x 84"	7'-0"	3'-0"	2	6	
Door-Passage-Single-Two-Lite Narrow: 36" x 84"	7'-0"	3'-0"	2	7	
Door-Passage-Single-Vision-Lite: 36" x 84"	7'-0"	3'-0"	1	8	

Window Schedule					
Family and Type	Height	Width	Sill Height	Count	Mark
Fixed: 36" x 4'-0"	48"	3'-0"	3'-0"	9	1

RECEIVED  
ECL  
**LYNN ENGINEERING**

2200 AVENUE A  
BAY CITY, TEXAS 77414  
PH: (979) 245-8800

Sargent Service Center

Enter address here

PROJECT NAME

Owner

CUSTOMER NAME

DATE BY: CDM  
CHECKED BY: TMM  
DESIGNED BY: CDM  
DATE: 11/12/12

Project Number

PRINTED

DATE: 12/12/12  
BY: TMM

REVISIONS

NO.	REMARKS

DATE: 12/12/12

A1.1

DATE: 7/22/2014  
TIME: 8:59 AM

LYNNENGINEERING

2200 AVENUE A  
BAY CITY, TEXAS 77414  
PH: (979) 245-8900



Sargent Service Center

Enter address here

PROJECT NUMBER: 140801

OWNER:

DATE	REVISIONS

PRINTED

PROJECT NUMBER

OWNER

DATE

TIME

REVISIONS

NO

REVISIONS

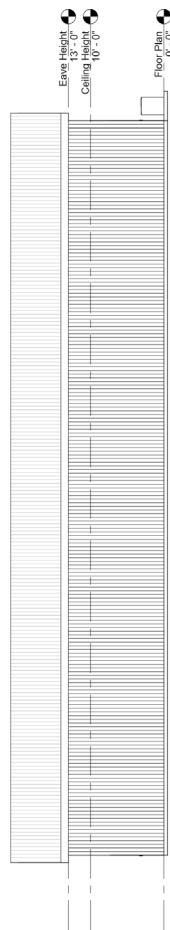
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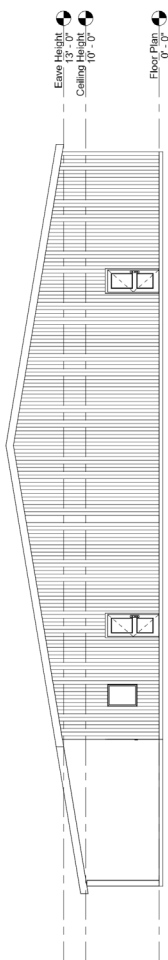
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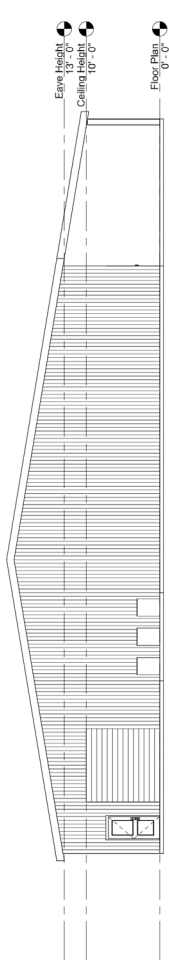
① East  
1/8" = 1'-0"



② West  
1/8" = 1'-0"



③ North  
1/8" = 1'-0"



④ South  
1/8" = 1'-0"



Sargent Service Center

Enter address here

PROJECT NUMBER: 16-011

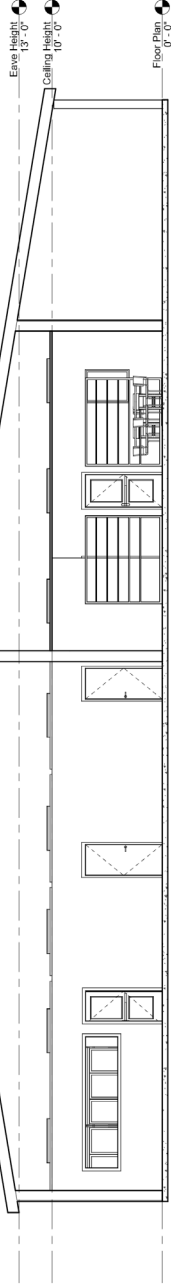
Owner

DATE	REVISIONS

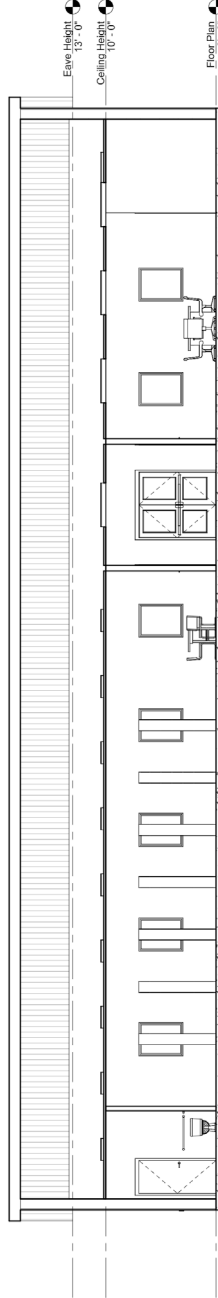
NO.	REVISIONS

DATE	BY	APP'D

2/12 roof slope



1 Section 1  
3/16" = 1'-0"



2 Section 2  
3/16" = 1'-0"

**ARPA Required Provisions for EC 6.1 / Revenue Loss Projects:** The ARPA Terms & Conditions are included within solicitation and will become part of any contracts awarded in response to this solicitation **EXHIBIT A**

**Conflict of Interest Questionnaire Form CIQ:** The questionnaire is required by Local Government Code Chapter 176 **EXHIBIT B**

**Certification Regarding Lobbying SF-LLL / Disclosure of Lobbying Activities:** The disclosure of lobbying activities is required pursuant to title 31 U.S.C. section 1352 **EXHIBIT C**

**Non-Debarment Certification Form:** Verification of non-debarment is required per 2 CFR Part 180, 31 CFR Part 19, and E.O. 12549. Refer to [www.sam.gov](http://www.sam.gov) **EXHIBIT D**

**Non-Collusion Affidavit:** Verification of non-collusion is required per Section 15.01 of the Texas Business and Commerce Code, as well as federal antitrust laws **EXHIBIT E**

**Certificate of Interested Parties Form 1295:** The form is required to be filed with the Texas Ethics Commission for any contract that is awarded as a result of this bid. Must be completed prior to contract being fully executed **EXHIBIT F**

# EXHIBIT A – ARPA REQUIRED PROVISIONS

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.

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	<b>2 CFR 200 Appendix II (A-L)</b>		
>\$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 <a href="#">41 U.S.C. 1908</a> , 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 <a href="#">41 CFR Part 60</a>, all contracts that meet the definition of “federally assisted construction contract” in <a href="#">41 CFR Part 60-1.3</a> must include the equal opportunity clause provided under <a href="#">41 CFR 60-1.4(b)</a>, in accordance with Executive Order 11246, “Equal Employment Opportunity” (<a href="#">30 FR 12319, 12935, 3 CFR Part, 1964-1965</a> Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at <a href="#">41 CFR part 60</a>, “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 Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:</p> <p>During the performance of this contract, the contractor agrees as follows:</p> <p>(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:</p> <p>Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and</p>	2 CFR 200 APPENDIX II (C) and 41 CFR §60-1.4(b)	Contractor RFP/IFB Contractor RFQ Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	<p>selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.</p> <p>(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.</p> <p>(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.</p> <p>(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.</p> <p>(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.</p> <p>(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.</p> <p>(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.</p> <p>(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:</p> <p>Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.</p> <p>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</p>		

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	<p>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 recipient 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>&gt;\$10,000,000 for ARPA but State Provision Applies at any amount and/or</p> <p>&gt;\$2,000 for CDBG/Braided Funds Projects</p> <p>See TX Prevailing Wage Laws</p>	<p>Davis-Bacon Act, as amended (<a href="#">40 U.S.C. 3141-3148</a>). 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-Bacon Act (<a href="#">40 U.S.C. 3141-3144</a>, and <a href="#">3146-3148</a>) as supplemented by Department of Labor regulations (<a href="#">29 CFR Part 5</a>, "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.</p> <p>The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (<a href="#">40 U.S.C. 3145</a>), as supplemented by Department of Labor regulations (<a href="#">29 CFR Part 3</a>, "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>2 CFR 200 APPENDIX II (D)</p>	<p>Contractor RFP/IFB</p> <p>Subrecipients</p>
<p>&gt;\$100,000</p>	<p>Contract Work Hours and Safety Standards Act (<a href="#">40 U.S.C. 3701-3708</a>). 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 <a href="#">40 U.S.C. 3702</a> and <a href="#">3704</a>, as supplemented by Department of Labor regulations (<a href="#">29 CFR Part 5</a>). Under <a href="#">40 U.S.C. 3702</a> 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</p>	<p>2 CFR 200 APPENDIX II (E)</p>	<p>Contractor RFP/IFB</p> <p>Subrecipients</p>

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	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 <a href="#">40 U.S.C. 3704</a> are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.		
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 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.	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303	Contractor RFP/IFB Contractor RFQ Subrecipients



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	<p>See 2 CFR §200.323 - Procurement of Recovered Materials.</p> <p>Where applicable, in the performance of contract, pursuant to 2 CFR 200.323, the contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.</p> <p>To the extent that the scope of work or specifications in the contract requires the contractor to provide recovered materials the scope of work or specifications are modified to require that as follows.</p> <ul style="list-style-type: none"> <li>i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired— <ul style="list-style-type: none"> <li>1. Competitively within a timeframe providing for compliance with the contract performance schedule;</li> <li>2. Meeting contract performance requirements; or</li> <li>3. At a reasonable price.</li> </ul> </li> <li>ii. Information about this requirement, along with the list of EPA-designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, <a href="https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program">https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program</a>.</li> <li>iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the “Solid Waste Disposal Act.”</li> </ul>	<p>2 CFR 200 APPENDIX II (J)</p>	<p>Contractor RFP/IFB Contractor RFQ Subrecipients</p>
	<p>See 2 CFR §200.216 - Prohibition on certain telecommunications and video surveillance services or equipment</p> <p>(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:</p> <ul style="list-style-type: none"> <li>(1) Procure or obtain;</li> <li>(2) Extend or renew a contract to procure or obtain; or</li> <li>(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in <a href="#">Public Law 115-232</a>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).</li> <li>(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).</li> <li>(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.</li> <li>(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity</li> </ul>	<p>2 CFR 200 APPENDIX II (K)</p>	<p>Contractor RFP/IFB Contractor RFQ Subrecipients</p>

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	<p>owned or controlled by, or otherwise connected to, the government of a covered foreign country.</p> <p>(b) In implementing the prohibition under <a href="#">Public Law 115-232</a>, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.</p> <p>(c) See <a href="#">Public Law 115-232</a>, section 889 for additional information.</p> <p>(d) See also <a href="#">§ 200.471</a>.</p>		
	<p>See 2 CFR §200.322 - Domestic Preferences for Procurements.</p> <p>(a) As appropriate and to the extent consistent with law, the Non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.</p> <p>(b) For purposes of this section:</p> <p>(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.</p> <p>(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.</p>	<p>2 CFR 200 APPENDIX II (L)</p>	<p>Contractor RFP/IFB Contractor RFQ Subrecipients</p>
	<p><b>Additional 2 CFR 200 references &amp; Other Regulations</b></p>		
<p>None</p>	<p>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.</p>	<p>2 CFR 200.112</p>	<p>Contractor RFP/IFB Contractor RFQ Subrecipients</p>
<p>None</p>	<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> <p>(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;</p> <p>(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;</p> <p>(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;</p> <p>(4) Establishing delivery schedules, where the requirement permits, which</p>	<p>2 CFR 200.321</p>	<p>Contractor RFP/IFB Contractor RFQ Subrecipients</p>

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	<p>encourage participation by small and minority businesses, and women's business enterprises;</p> <p>(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and</p> <p>(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.</p>		
>\$10,000	<p>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.</p> <p>Applicable NFEs must include a contract provision requiring compliance with this requirement.</p> <p>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.</p> <p>Indian Tribal Governments and nonprofit organizations are not required to comply with this provision. Additional requirements are listed below.</p>	2 CFR 200.323	<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. <b>All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations.</b> The only exceptions are the following:</p> <p>(a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. <b>All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations.</b></p> <p>(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.</p> <p>(c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition. All records related to ARPA shall be maintained for 5 years per the ARPA terms and conditions and regulations.</p> <p>(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. <b>All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations.</b></p> <p>(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.</p> <p>(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</p>	2 CFR 200.334	<p>Contractor RFP/IFB</p> <p>Contractor RFQ</p> <p>Subrecipients</p> <p>Vendors</p>

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	<p>as computer usage chargeback rates or composite fringe benefit rates).</p> <p>(1) <i>If submitted for negotiation.</i> If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through 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. <b>All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations.</b></p> <p>(2) <i>If not submitted for negotiation.</i> If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through 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. <b>All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations.</b></p>		
None	<p>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 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>	2 CFR 200.336	<p>Contractor RFP/IFB</p> <p>Contractor RFQ</p> <p>Subrecipients</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</p> <p>Contractor RFQ</p> <p>Subrecipients</p>
>\$100,000	<p>PROVISION REQUIRED IN CONTRACT.</p> <p>(a) This section applies only to a contract that:</p> <p>(1) is between a governmental entity and a company with 10 or more full-time employees; and</p> <p>(2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.</p> <p>(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:</p> <p>(1) does not boycott Israel; and</p> <p>(2) will not boycott Israel during the term of the contract.</p>	Texas Government Code 2271	<p>Contractor RFP/IFB</p> <p>Contractor RFQ</p> <p>Subrecipients</p> <p>Vendors</p>
For Critical Infrastructure Projects	<p>PROHIBITION ON CONTRACTS WITH CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE.</p> <p>PROHIBITED CONTRACTS.</p> <p>(a) A governmental entity may not enter into a contract or other agreement relating to critical infrastructure in this state with a company:</p>	Texas Government Code, Title 10, Subtitle F, Chapter 2274.0102	<p>Subrecipients</p> <p>EC 6.1 Awardees</p>

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	<p>(1) if, under the contract or other agreement, the company would be granted direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by the governmental entity for product warranty and support purposes; and</p> <p>(2) if the governmental entity knows that the company is:</p> <p>(A) owned by or the majority of stock or other ownership interest of the company is held or controlled by:</p> <p>(i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; or</p> <p>(ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or</p> <p>(B) headquartered in China, Iran, North Korea, Russia, or a designated country.</p> <p>(b) The prohibition described by Subsection (a) applies regardless of whether:</p> <p>(1) the company's or its parent company's securities are publicly traded; or</p> <p>(2) the company or its parent company is listed on a public stock exchange as:</p> <p>(A) a Chinese, Iranian, North Korean, or Russian company; or</p> <p>(B) a company of a designated country.</p>		
None	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.	42 U.S.C. 6201	Contractor RFP/IFB Subrecipients
None	The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.	Section 504 of the Rehabilitation Act of 1973, as amended.	Subrecipients
<b>ARPA Terms &amp; Conditions</b>			
ARPA Terms, Conditions, & Records	<p>1. Use of Funds.</p> <p>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> <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.</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	Subrecipients
ARPA Terms, Conditions, & Records	2. 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	3. 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;	Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
		Section 602(b), 603(b) and/or 603(c) as applicable	
ARPA Terms, Conditions, & Records	<p>4. 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>	<p>Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2;</p> <p>Section 602(b), 603(b) and/or 603(c) as applicable</p>	<p>Contractor RFP/IFB</p> <p>Contractor RFQ</p> <p>Subrecipients</p> <p>Vendors</p>
ARPA Terms, Conditions, & Records	<p>5. Pre-award Costs. Pre-award costs, as defined in 2 CFR § 200.458, may not be paid with funding from this award.</p>	<p>Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2;</p> <p>Section 602(b), 603(b) and/or 603(c) as applicable</p>	<p>Subrecipients</p>
ARPA Terms, Conditions, & Records	<p>6. 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;</p> <p>Section 602(b), 603(b) and/or 603(c) as applicable</p>	<p>Subrecipients</p>
ARPA Terms, Conditions, & Records	<p>7. 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;</p> <p>Section 602(b), 603(b) and/or 603(c) as applicable</p>	<p>Subrecipients</p>
ARPA Terms, Conditions, & Records	<p>8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 CFR § 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 CFR § 200.112.</p>	<p>Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2;</p> <p>Section 602(b), 603(b) and/or 603(c) as applicable</p>	<p>Contractor RFP/IFB</p> <p>Contractor RFQ</p> <p>Subrecipients</p> <p>Vendors</p>
ARPA Terms, Conditions, & Records	<p>9. 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 CFR 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;</p> <p>Section 602(b), 603(b) and/or 603(c) as applicable</p>	<p>Contractor RFP/IFB</p> <p>Contractor RFQ</p> <p>Subrecipients</p> <p>Vendors</p>



THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	<p>Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.</p> <ul style="list-style-type: none"> <li>ii. Universal Identifier and System for Award Management (SAM), 2 CFR Part 25, pursuant to which the award term set forth in Appendix A to 2 CFR Part 25 is hereby incorporated by reference.</li> <li>iii. Reporting Subaward and Executive Compensation Information, 2 CFR Part 170, pursuant to which the award term set forth in Appendix A to 2 CFR Part 170 is hereby incorporated by reference.</li> <li>iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement), 2 CFR Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 CFR Part 180, subpart B) that the award is subject to 2 CFR Part 180 and Treasury’s implementing regulation at 31 CFR Part 19.</li> <li>v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 CFR Part 200, Appendix XII to Part 200 is hereby incorporated by reference.</li> <li>vi. Governmentwide Requirements for Drug-Free Workplace, 31 CFR Part 20. <b>(Subrecipient Only)</b></li> <li>vii. New Restrictions on Lobbying, 31 CFR Part 21.</li> <li>viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.</li> <li>ix. Generally applicable federal environmental laws and regulations.</li> </ul> <p>c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:</p> <ul style="list-style-type: none"> <li>i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury’s implementing regulations at 31 CFR Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;</li> <li>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;</li> <li>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;</li> <li>iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury’s implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and</li> <li>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.</li> </ul>		
<p>ARPA Terms, Conditions, &amp; Records</p>	<p>10. 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 CFR § 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>	<p>Subrecipients</p>
<p>ARPA Terms, Conditions, &amp; Records</p>	<p>11. 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)</p>	<p>Subrecipients</p>

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
		as applicable	
ARPA Terms, Conditions, & Records	12. 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.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
ARPA Terms, Conditions, & Records	13. 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."	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	14. Debts Owed the Federal Government. 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. 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.	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	15. Disclaimer. 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. b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.	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	16. Protections for Whistleblowers. 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. b. The list of persons and entities referenced in the paragraph above includes the following: i. A member of Congress or a representative of a committee of Congress; ii. An Inspector General; iii. The Government Accountability Office; iv. A Treasury employee responsible for contract or grant oversight or management;	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors



THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	<ul style="list-style-type: none"> <li>v. An authorized official of the Department of Justice or other law enforcement agency;</li> <li>vi. A court or grand jury; or</li> <li>vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.</li> </ul> <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	17. 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.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
ARPA Terms, Conditions, & Records	18. 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	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors

# EXHIBIT B - CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> For vendor doing business with local governmental entity		<b>FORM CIQ</b>
<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></p> <p>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).</p> <p>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.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<b>OFFICE USE ONLY</b>	
<p><b>1</b> Name of vendor who has a business relationship with local governmental entity.</p>	Date Received	
<p><b>2</b> <input type="checkbox"/> 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.)</p>		
<p><b>3</b> Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>		
<p><b>4</b> 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.</p> <p style="margin-left: 40px;">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?</p> <p style="margin-left: 80px;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No                 </p> <p style="margin-left: 40px;">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?</p> <p style="margin-left: 80px;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No                 </p>		
<p><b>5</b> 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.</p>		
<p><b>6</b> <input type="checkbox"/> 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).</p>		
<p><b>7</b></p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature of vendor doing business with the governmental entity      Date</p>		

**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.



# EXHIBIT C - CERTIFICATION OF LOBBYING FORM - SF-LLL

## 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 subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying 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 subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional 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, 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.

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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)

<b>Type of Federal Action:</b> _____ a. contract _____ b. grant _____ c. cooperative agreement _____ d. loan _____ e. loan guarantee _____ f. loan insurance	<b>Status of Federal Action:</b> _____ a. bid/offer/application _____ b. initial award _____ c. post-award	<b>Report Type:</b> _____ a. initial filing _____ b. material change
<b>Name and Address of Reporting Entity:</b> _____ Prime      _____ Subawardee Tier _____, if Known:  <b>Congressional District, if known:</b>	<b>If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b>   <b>Congressional District, if known:</b>	
<b>Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____	
<b>Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b>  \$ _____	
<b>10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):</b>	<b>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</b>	
<b>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.</b>	<b>Signature:</b> _____ <b>Print Name:</b> _____ <b>Title:</b> _____ <b>Telephone No.:</b> _____ <b>Date:</b> _____	
<b>Federal Use Only</b>	<b>Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)</b>	

**ATTACHMENT D: SYSTEM FOR AWARD MANAGEMENT (SAM.GOV) RECORD SEARCH (CONTINUED)**

<b>FEDERAL DEBARMENT/SUSPENSION STATUS CERTIFICATION</b>	
<b>COMPANY/ENTITY NAME:</b>	
<b>CONTACT NAME:</b>	
<b>CONTACT EMAIL &amp; PHONE:</b>	
<b>APPLICABLE REGULATIONS</b>	
<p><b>As stated in the ARPA/SLFRF Terms &amp; Conditions:</b> <i>“OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 CFR Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 CFR Part 180, subpart B) that the award is subject to 2 CFR Part 180 and Treasury’s implementing regulation at 31 CFR Part 19.”</i></p> <p><b>Also, Federal Executive Order (E.O.) 12549:</b> <i>“Debarment”</i> requires that contractors, beneficiaries or subrecipient organizations and their principals – who are receiving awards, using federal funds, are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from doing business with the federal government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify you from receiving or retaining funds. Information on debarment is available at the following website: <a href="http://www.sam.gov">www.sam.gov</a></p> <p><b>Be advised that we may pursue available remedies per 2 CFR 180.360 as an ARPA recipient entity:</b> <i>“If a federal agency later determines that you failed to tell the [awarding agency] that you were excluded or disqualified at the time you entered into the covered transaction with that person/awarding agency, the agency may pursue any available remedies, including suspension and debarment.”</i></p>	
<b>(INITIAL)</b>	<b>CERTIFICATION &amp; SIGNATURE</b>
	<b>We hereby certify that we are not excluded, disqualified, or debarred from receiving federally funded awards.</b>
	<b>We hereby confirm that if that status should change within the course of this agreement, we will provide notification immediately. Failure to do so may result in the termination of this agreement and/or the repayment of funds.</b>
<p><i>Your signature certifies that neither you nor your principal(s) is/are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.</i></p> <p align="right">_____</p> <p align="right"><b>Signature</b></p>	
<b>Date:</b>	<b>Printed Name &amp; Title:</b>



**ATTACHMENT C: SYSTEM FOR AWARD MANAGEMENT (SAM.GOV) RECORD SEARCH (CONTINUED)**

SAM.GOV ELIGIBILITY VERIFICATION FORM			
ENTITY LEGAL NAME:			DATE:
STREET ADDRESS:			
CITY:	STATE:	ZIP:	
CONTACT NAME:			
CONTACT EMAIL:			
CONTACT PHONE:			
<i>All entities must be pre-vetted for eligibility/ability to perform the outlined ARPA funded scope of work and a record (PDF of SAM.gov screenshot) of SAM debarment clearance must be obtained prior to entering into any final contracts.</i>			
SECTION 1			
If available, provide your organization's Unique Entity Identifier (UEI) number (as generated by registration in SAM.gov):			
Scope of Work Description:			
SECTION 2 (OPTIONAL)			
PRINCIPAL(S)	TITLE(S)	GENDER M/F	RACE**
** W = White B = Black H = Hispanic A/PI = Asian/Pacific Islander AL/AN = Alaskan/American Native			
CERTIFICATION			
<i>Your signature certifies that the information provided on this form is correct and that failure to provide the requested information may disqualify you from receiving or retaining funds.</i>			
<b>SIGNATURE</b>			
<b>PRINTED NAME &amp; TITLE</b>			<b>DATE</b>
<b>FOR DEPARTMENT USE ONLY</b>			
SAM Debarment/Certification Record of Clearance	Yes [ ] No [ ]	Note:	
State Debarred Vendor List Cleared	Yes [ ] No [ ]	Note:	
Verified By:			Date:

# EXHIBIT E - NON COLLUSION AFFIDAVIT

## NON-COLLUSION AFFIDAVIT

STATE OF TEXAS                   §

§

COUNTY OF MATAGORDA       §

§

By the signature below, the signatory for the bidder certifies that neither he nor the firm, corporation, partnership or institution represented by the signatory or anyone acting for the firm bidding this project has violated the antitrust laws of this State, codified at Section 15.01, *et seq.*, Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in the same line of business, nor has the signatory or anyone acting for the firm, corporation or institution submitting a bid committed any other act of collusion related to the development and submission of this bid proposal.

Signature:

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Date: \_\_\_\_\_

SUBSCRIBED and sworn to before me the undersigned authority by \_\_\_\_\_ the \_\_\_\_\_ of, \_\_\_\_\_ on behalf of said bidder.

\_\_\_\_\_  
Notary Public in and for the  
State of Texas

My commission expires: \_\_\_\_\_

# EXHIBIT F- CERTIFICATE OF INTERESTED PARTIES - FORM 1295

(To be completed by awarded vendor)

<b>CERTIFICATE OF INTERESTED PARTIES</b>		<b>FORM 1295</b>																	
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.		<b>OFFICE USE ONLY</b>																	
<b>1 Name of business entity filing form, and the city, state and country of the business entity's place of business.</b>		Must file online at <a href="http://www.ethics.state.tx.us/File">www.ethics.state.tx.us/File</a>																	
<b>2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.</b>																			
<b>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.</b>																			
<b>4</b>	<b>Name of Interested Party</b>	<b>City, State, Country (place of business)</b>	<b>Nature of Interest (check applicable)</b>																
			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center; padding: 2px;">Controlling</td> <td style="text-align: center; padding: 2px;">Intermediary</td> </tr> <tr><td style="height: 20px;"></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td></tr> </table>	Controlling	Intermediary														
Controlling	Intermediary																		
<b>5 Check only if there is NO interested Party.</b> <input type="checkbox"/>																			
<b>6 UNSWORN DECLARATION</b> 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____. <span style="float: right;">(month) (year)</span>																			
_____ Signature of authorized agent of contracting business entity (Declarant)																			
<b>ADD ADDITIONAL PAGES AS NECESSARY</b>																			