



**CITY OF LA MARQUE
CITY COUNCIL
REGULAR AGENDA
of
October 14, 2024**

Notice is hereby given that the City Council of the City of La Marque, Texas will conduct a **Regular Meeting** on **OCTOBER 14, 2024**, beginning at **6:00 PM** in the **Council Chambers** at **1109-B Bayou Road La Marque, Texas as well as via video-conference hosted through Zoom** (councilzoom.cityoflamarque.org). In accordance with Section 551.127(b) of the Texas Local Government Code the presiding officer and a quorum of the La Marque City Council intend to be and will be physically present at 1109-B Bayou Road, La Marque, Texas. This location will be open to the public and the meeting will be broadcast at this location, on Channel 16, and via YouTube (<https://www.youtube.com/watch?v=L6G8ypjyEDo>).

The Council will meet for the purpose of considering the following agenda:

1. CALL MEETING TO ORDER
2. ROLL CALL
3. INVOCATION AND PLEDGE OF ALLEGIANCE
4. PRESENTATIONS
 - 4.I. Proclamation - Domestic Violence Awareness Month
 - 4.II. Proclamation - Code Enforcement Appreciation Month
 - 4.III. Introduction: Accelerant Detection K9 Kai
5. CITIZENS PARTICIPATION
LIMITED TO THREE MINUTES PER PERSON

Comments from the public will be heard at this time. Any person with city-related business who has signed up may speak to Council (limited to three (3) minutes). If wishing to speak give the Mayor or presiding officer your full legal name and the item you wish to speak about. In compliance with Texas Open Meeting Act, the City may not deliberate on comments. Personal attacks will not be allowed, and personnel matters should be addressed to the City Manager during normal business hours. *Press *6 to mute or unmute if you are participating by telephone, press the unmute button if attending*

via zoom on a smartphone, tablet or computer, or stand if attending in person, and the mayor will call on you in turn.

6. PUBLIC HEARINGS

Conduct Public Hearing to hear public input on:

6.I. Ordinance No. O-2024-0019

Amending Section 32 of the City of La Marque Texas's Code of Ordinances; making various findings; and providing for an effective date

6.II. 2023 Impact Fee Study

Approving the 2023 Impact Fee Study

7. OLD BUSINESS

Items presented to the Council for discussion and possible action:

7.I. Ordinance No. O-2024-0019

Amending Section 32 of the City of La Marque Texas's Code of Ordinances; making various findings; and providing for an effective date

THIS ITEM WAS TABLED SEPTEMBER 9, 2024

7.II. 2023 Impact Fee Study

Approving the 2023 Impact Fee Study

8. NEW BUSINESS

Items presented to the Council for discussion and possible action:

8.I. Ordinance No. O-2024-0021

Amending Section 44-23 of the City of La Marque, Code of Ordinances

8.II. Intent to Apply for Loan through the TWDB under the CWSRF Program

Authorizing an Intent to Apply for the FY25 Texas Water Development Board (TWDB) Clean Water State Revolving Fund (CWSRF) Loan

8.III. Grant Application & RFP for a Grant Administrator

Approving an application for grant funding through the Texas Department of Agriculture (TDA) for Community Development Funding and authorize the release of a Request for Proposal (RFP) for Grant Administration Services

8.IV. Houston-Galveston Area Council FY 2025 Nominations

Designating a member for Houston - Galveston Area Council FY 2025

8.V. Memorandum of Understanding

Considering a Memorandum of Understanding with the Citizen's Police Academy Alumni Association

8.VI. Purchasing

Authorizing the purchase of Thermal Imagers from Metro Fire Apparatus Specialists, Inc. in the amount of \$29,532.00

8.VII. Purchasing

Authorizing the purchase of a LIFEPAK defibrillator system from Stryker in the amount of \$66,367.22

8.VIII. Purchasing

Authorizing the purchase of PowerLoad Power Cots from Stryker in the amount of \$130,644.95

8.IX. Cancellation of Meeting

Canceling of Regular City Council Meeting November 11, 2024

8.X. Cancellation of Meeting

Canceling of Regular Meeting scheduled on November 25, 2024, due to the Thanksgiving Holiday

8.XI. Schedule Special Meeting

Scheduling a Special Meeting Session for Council on Monday, November 18, 2024

8.XII. 2025 Holiday Calendar

Approving the 2025 Observed Holiday Calendar for the City of La Marque

9. CITY MANAGER REPORT

9.I. Library Accreditation 2025

9.II. Library Statistics August 2024

9.III. Monthly Crime Statistics August 2024

9.IV. Bid Opportunities

9.V. Items for the Good of the Order

10. EXECUTIVE SESSION

The City Council for the City of La Marque, Texas reserves the right to adjourn into executive session at any time during this meeting to discuss any of the matters listed above, as authorized by the Texas Government Code Section 551.071 (Consultation with Attorney), 551.072(Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices), and 551.087 (Economic Development)

10.I. Section 551.074 (Personnel Matter)

For the purpose of hearing a complaint or charge against an officer or employee:
City Manager

10.II. Section 551.074 (Personnel Matter)

For the purpose of hearing a complaint or charge against an officer or employee:
Councilmember District C

11. ACTIONS TAKEN FROM EXECUTIVE SESSION

11.I. Section 551.074 (Personnel Matter)

For the purpose of hearing a complaint or charge against an officer or employee:
City Manager

11.II. Section 551.074 (Personnel Matter)

For the purpose of hearing a complaint or charge against an officer or employee:
Councilmember District C

12. REQUESTS & ANNOUNCEMENTS

Requests by Mayor and Council Members of items to be placed on future City Council agendas and announcements on city events/community interests TEX. GOV'T CODE §551.415. (b), "items of community interest" include: (1) expressions of thanks, congratulations, or condolence; (2) information regarding holiday schedules; (3) an honorary or salutary recognition of a public official, public employee, or other citizen, except that a discussion regarding a change in the status of a person's public office or public employment is not an honorary or salutary recognition for purposes of this subdivision; (4) a reminder about an upcoming event organized or sponsored by the governing body (5) information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the governing body that was attended or is scheduled to be attended by a member of the governing body or an official or employee of the municipality or county; and (6) announcements involving an imminent threat to the public health and safety of people in the municipality or county that has arisen after the posting of the agenda

13. ADJOURNMENT

CERTIFICATION:

I hereby certify that the above notice of meeting was posted at 1109-B Bayou Road, La Marque, Texas on October 11, 2024, by 12:00 p.m.

Kasey Lott
Deputy City Clerk

Office of the Mayor for the
City of La Marque

PROCLAMATION

WHEREAS, the month of October has been designated as Domestic Violence Awareness Month, a time to recognize victims and raise awareness about the devastating impact of domestic violence; and

WHEREAS, the effects of domestic violence can be life-altering, not only for the survivors, but for the entire community around those who have been victims- be it family, friends, coworkers, or neighbors; and

WHEREAS, this year's theme: "Heal, Hold, and Center" personifies the commitment to work together to embrace diverse paths to healing from violence and oppression, commit to holding space for survivors, and center those most marginalized in all of our efforts to end Domestic Violence; and

WHEREAS, The City of La Marque acknowledges that this kind of abuse affects everyone without prejudice – men, women, and children of all races, religions, and cultures; and

WHEREAS, community organizations such as the Resource and Crisis Center of Galveston County prove to be an invaluable resource for those in our community who are in need of assistance via hotline and a myriad of features such as legal, residential, and therapy services; and

NOW, THEREFORE, we the Mayor and City Council by virtue of our authority vested by the City of La Marque, Texas do hereby proclaim the month of October 2024 as:

"DOMESTIC VIOLENCE AWARENESS MONTH"

in the City of La Marque and encourage all citizens of La Marque to recognize this month by seeking education regarding domestic violence.

In testimony whereof, witness my hand and the Seal of the City of La Marque, this the 8th day of October 2024.

Keith Bell, Mayor

**Office of the Mayor
for the City of La Marque**

PROCLAMATION

WHEREAS, Code Compliance Officers provide for the safety, health and welfare of residents living in La Marque through the enforcement of building, zoning, housing, environmental, property maintenance and other codes and ordinances; and

WHEREAS, Code Compliance Officers are dedicated, well-trained and highly responsible individuals who take their jobs seriously, are proud of their department and local government and are committed to promoting life safety and improving neighborhood aesthetics in the course of their daily jobs; and

WHEREAS, the City of La Marque's Code Compliance program focuses on supporting the overall livability of our community by addressing complaints through effective communications with customers, education regarding code requirements and why these are necessary, and in the future, proactive education and training for partner organizations and community members; and

WHEREAS, the American Association of Code Enforcement, acting on behalf of its more than 1,300 members, requests that October be set aside to honor and recognize our Code Compliance Officers; and

WHEREAS, we recognize the many valuable contributions made by Code Compliance Officers in the City of La Marque and those throughout our country, and extend our heartfelt thanks for their continued commitment to public service.

NOW, BE IT RESOLVED, the City of La Marque recognizes the continued efforts of its Code Compliance Officers; and

NOW, THEREFORE, we the Mayor and City Council by virtue of our authority vested by the City of La Marque, Texas do hereby proclaim October 2024 as:

"NATIONAL CODE COMPLIANCE MONTH"

In testimony whereof, witness my hand and the Seal of the City of La Marque, this the 8th day of October 2024.

Keith Bell, Mayor

AFFIDAVIT OF PUBLICATION

State of Pennsylvania, County of Lancaster, ss:

Kevin Richman, being first duly sworn, deposes and says: That (s)he is a duly authorized signatory of Column Software, PBC, duly authorized agent of The Galveston County Daily News, a newspaper printed and published in the City of Texas City, County of Galveston, State of Texas, and that this affidavit is Page 1 of 2 with the full text of the sworn-to notice set forth on the pages that follow, and the hereto attached:

PUBLICATION DATES:

Sep. 25, 2024

NOTICE ID: G92x9AGgZLyt2w8kAlw1

PUBLISHER ID: 1259543

NOTICE NAME: PH O-2024-0019

Publication Fee: \$203.92

I declare under penalty of perjury that the foregoing is true and correct.

(Signed) Kevin Richman

VERIFICATION

State of Pennsylvania
County of Lancaster

Commonwealth of Pennsylvania - Notary Seal
Nicole Burkholder, Notary Public
Lancaster County
My commission expires March 30, 2027
Commission Number 1342120

Subscribed in my presence and sworn to before me on this: 09/25/2024

Nicole Burkholder

Notary Public
Notarized remotely online using communication technology via Proof.

Legal Notice
ORDINANCE NO. O-2024-0019

AMENDING SECTION 32 OF THE CITY OF LA MARQUE TEXAS' CODE OF ORDANICES; MAKING VARIOUS FINDINGS; AND PROVIDING FOR AN EFFECTIVE DATE

PASSED AND APPROVED by City Council of the City of La Marque on First reading this **23RD** day of **SEPTEMBER**, 2024.

A PUBLIC HEARING WILL BE HELD DURING THE CITY COUNCIL MEETING ON MONDAY, OCTOBER 14 TH , 2024, AT 6:00 P.M. IN THE COUNCIL CHAMBERS, 1109-B BAYOU ROAD, LA MARQUE, TEXAS 77568

Kierra Nance, City Clerk
City of La Marque

Published: September 25, 2024

AFFIDAVIT OF PUBLICATION

State of Texas, County of Bexar, ss:

Hannah Ward, being first duly sworn, deposes and says: That (s)he is a duly authorized signatory of Column Software, PBC, duly authorized agent of The Galveston County Daily News, a newspaper printed and published in the City of Texas City, County of Galveston, State of Texas, and that this affidavit is Page 1 of 2 with the full text of the sworn-to notice set forth on the pages that follow, and the hereto attached:

PUBLICATION DATES:

Aug. 28, 2024

NOTICE ID: iikGF5hd6NX2Ec2jOPkk

PUBLISHER ID: 1252029

NOTICE NAME: PH - Impact Fees 2023

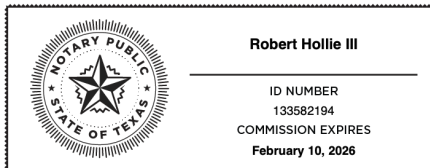
Publication Fee: \$178.62

I declare under penalty of perjury that the foregoing is true and correct.

(Signed) Hannah Ward

VERIFICATION

State of Texas
County of Bexar



Subscribed in my presence and sworn to before me on this: 08/28/2024

Notary Public
Electronically signed and notarized online using the Proof platform.

Legal Notice

**CITY OF LA MARQUE CITY COUNCIL NOTICE
OF PUBLIC HEARING ON THE 2023 IMPACT
FEES**

Notice is hereby given that the City of La Marque City Council will hold a Public Hearing on Monday, October 14, 2024, at 6:00 p.m. in the City Council Chambers, located at 1109-B Bayou Road, La Marque, Texas for the purpose of discussion and possible action on: 2023 Impact Fees. **The Public has the right to appear at the hearing and present evidence for or against the update.** For further information please contact Kierra Nance, City Clerk for the City of La Marque, Texas. Email: cityclerk@cityoflamarque.org.

Published: August 28, 2024



CITY COUNCIL AGENDA FORM

Meeting Date: October 14, 2024

Prepared by: Gus Knebel

Department: Administration

Agenda Item: 7.I.

Reviewed by: Kierra Nance

AGENDA ITEM DESCRIPTION:

Amending Section 32 of the City of La Marque Texas's Code of Ordinances; making various findings; and providing for an effective date

THIS ITEM WAS TABLED SEPTEMBER 9, 2024

STAFF BRIEFING:

This is an ordinance to update the City's Flood Damage Prevention ordinance to bring the City's Flood Damage Prevention ordinance to bring the City's ordinance into compliance with the National Flood Insurance Program best practices. As part of a recent community assistance visit from the Federal Emergency Management Agency, certain deficiencies that were identified in the City's Floodplain Prevention Ordinance. Staff proposes to correct these deficiencies to bring the city into compliance with best practices and create the possibility of applying for future flood insurance discounts.

HISTORY:

The City Flood Damage Prevention Ordinance was last updated in 2014.

September 9, 2024 - First Reading of Ordinance before Council

September 23, 2024 - Public Hearing, Second and Final Reading of Ordinance before Council

FISCAL IMPACT:

N/A

ORDINANCE NO. O-2024-00[]

AN ORDINANCE OF THE CITY OF LA MARQUE, TEXAS, AMENDING SECTION 32 OF THE CITY OF LA MARQUE TEXAS'S CODE OF ORDINANCES; MAKING VARIOUS FINDINGS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, The City of La Marque Texas desires to update its Flood Damage Prevention Ordinance to provide greater protection to minimize flood losses.

WHEREAS, The City of La Marque, Texas is susceptible to losses from floods.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS, THAT:

Section 1. The findings and recitals set out in the preamble to this Ordinance are found to be true and correct and they are hereby adopted by the City Council and made a part hereof for all purposes.

Section 2. Chapter 32 of the City of La Marque Code of Ordinances is amended to read as follows:

Chapter 32 FLOOD DAMAGE PREVENTION¹

ARTICLE I. GENERAL PROVISIONS

Sec. 32-1. Statutory authorization.

The legislature of the State of Texas has in the Flood Control Insurance Act, V.T.C.A., Water Code § 16.315 delegated the responsibility of local governmental units to adopt regulations designed to minimize flood losses. Therefore, the city council of the City of La Marque, Texas does ordain as follows:

(Ord. No. O-2014-0011, § 1, 4-14-2014)

Sec. 32-2. Findings of fact.

(a) The flood hazard areas of the City of La Marque are subject to periodic inundation, which results in loss of life and property, health and safety hazards,

¹Editor's note(s)—Ord. No. O-2014-0011, § 1, adopted April 14, 2014, repealed Ch. 32, §§ 32-1—32-74, and enacted a new chapter as set out herein. Former Ch. 32 pertained to similar subject matter and derived from Code 1972, §§ 8-1—8-13, 8-21—8-24, 8-36—8-40 and Ord. No. 660, Arts. I—V.

State law reference(s)—Local governments must adopt ordinances necessary for jurisdiction to qualify for National Flood Insurance Program, V.T.C.A., Water Code § 16.3145; political subdivision to comply with Federal requirements, V.T.C.A., Water Code § 16.315.

disruption of commerce and governmental services, and extraordinary public expenditures for flood protection and relief, all of which adversely affect the public health, safety and general welfare.

- (b) These flood losses are created by the cumulative effect of obstructions in floodplains which cause an increase in flood heights and velocities, and by the occupancy of flood hazard areas by uses vulnerable to floods and hazardous to other lands because they are inadequately elevated, floodproofed or otherwise protected from flood damage.

(Ord. No. O-2014-0011, § 1, 4-14-2014)

Sec. 32-3. Statement of purpose.

It is the purpose of this chapter to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

- (1) Protect human life and health;
- (2) Minimize expenditure of public money for costly flood control projects;
- (3) Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- (4) Minimize prolonged business interruptions;
- (5) Minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in floodplains;
- (6) Help maintain a stable tax base by providing for the sound use and development of flood-prone areas in such a manner as to minimize future flood blight areas; and
- (7) Insure that potential buyers are notified that property is in a flood area.

(Ord. No. O-2014-0011, § 1, 4-14-2014)

Sec. 32-4. Methods of reducing flood losses.

In order to accomplish its purposes, this chapter uses the following methods:

- (1) Restrict or prohibit uses that are dangerous to health, safety or property in times of flood, or cause excessive increases in flood heights or velocities;
- (2) Require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;
- (3) Control the alteration of natural floodplains, stream channels, and natural protective barriers, which are involved in the accommodation of flood waters;

-
- (4) Control filling, grading, dredging and other development which may increase flood damage;
 - (5) Prevent or regulate the construction of flood barriers which will unnaturally divert flood waters or which may increase flood hazards to other lands.

(Ord. No. O-2014-0011, § 1, 4-14-2014)

Sec. 32-5. Definitions

Unless specifically defined below, words or phrases used in this chapter shall be interpreted to give them the meaning they have in common usage and to give this chapter its most reasonable application.

Alluvial fan flooding means flooding occurring on the surface of an alluvial fan or similar landform which originates at the apex and is characterized by high-velocity flows; active processes of erosion, sediment transport, and deposition; and unpredictable flow paths.

Apex means a point on an alluvial fan or similar landform below which the flow path of the major stream that formed the fan becomes unpredictable and alluvial fan flooding can occur.

Appurtenant structure means a structure which is on the same parcel of property as the principal structure to be insured and the use of which is incidental to the use of the principal structure.

Area of future conditions flood hazard means the land area that would be inundated by the one-percent-annual chance (100 year) flood based on future conditions hydrology.

Area of shallow flooding means a designated AO, AH, AR/AO, AR/AH, or VO zone on a community's flood insurance rate map (FIRM) with a one percent or greater annual chance of flooding to an average depth of one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

Area of special flood hazard is the land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year. The area may be designated as zone A on the flood hazard boundary map (FHBM). After detailed rate making has been completed in preparation for publication of the FIRM, zone A usually is refined into zones A, AO, AH, A1-30, AE, A99, AR, AR/A1-30, AR/AE, AR/AO, AR/AH, AR/A, VO, V1-30, VE or V.

Base flood means the flood having a one percent chance of being equaled or exceeded in any given year.

Base flood elevation (BFE) means the elevation shown on the flood insurance rate map (FIRM) and found in the accompanying flood insurance study (FIS) for zones A, AE, AH, A1-A30, AR, V1-V30, or VE that indicates the water surface elevation resulting from the flood that has a 1% chance of equaling or exceeding that level in any given year - also called the base flood.

Basement means any area of the building having its floor subgrade (below ground level) on all sides.

Breakaway wall means a wall that is not part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces, without causing damage to the elevated portion of the building or supporting foundation system.

Critical feature means an integral and readily identifiable part of a flood protection system, without which the flood protection provided by the entire system would be compromised.

Development means any man-made change to improved and unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.

Elevated building means, for insurance purposes, a nonbasement building, which has its lowest elevated floor, raised above ground level by foundation walls, shear walls, posts, piers, pilings, or columns.

Existing construction means for the purposes of determining rates, structures for which the "start of construction" commenced before the effective date of the FIRM or before January 1, 1975, for FIRMs effective before that date. "Existing construction" may also be referred to as "existing structures."

Existing manufactured home park or subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community.

Expansion to an existing manufactured home park or subdivision means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

Flood or flooding means a general and temporary condition of partial or complete inundation of normally dry land areas from:

- (1) The overflow of inland or tidal waters.
- (2) The unusual and rapid accumulation or runoff of surface waters from any source.

Flood elevation study means an examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation and determination of mudslide (i.e., mudflow) and/or flood-related erosion hazards.

Flood insurance rate map (FIRM) means an official map of a community, on which the Federal Emergency Management Agency has delineated both the special flood hazard areas and the risk premium zones applicable to the community.

Flood insurance study (FIS). See "flood elevation study."

Floodplain or flood-prone area means any land area susceptible to being inundated by water from any source (see definition of flooding).

Floodplain management means the operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works and floodplain management regulations.

Floodplain management regulations means zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as a floodplain ordinance, grading ordinance and erosion control ordinance) and other applications of police power. The term describes such state or local regulations, in any combination thereof, which provide standards for the purpose of flood damage prevention and reduction.

Flood protection system means those physical structural works for which funds have been authorized, appropriated, and expended and which have been constructed specifically to modify flooding in order to reduce the extent of the area within a community subject to a "special flood hazard" and the extent of the depths of associated flooding. Such a system typically includes hurricane tidal barriers, dams, reservoirs, levees or dikes. These specialized flood modifying works are those constructed in conformance with sound engineering standards.

Flood proofing means any combination of structural and nonstructural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

Floodway. See "regulatory floodway."

Functionally dependent use means a use, which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, but does not include long-term storage or related manufacturing facilities.

Highest adjacent grade means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

Historic structure means any structure that is:

- (1) Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the national register;

- (2) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the secretary to qualify as a registered historic district;
- (3) Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or
- (4) Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:
 - a. By an approved state program as determined by the Secretary of the Interior or;
 - b. Directly by the Secretary of the Interior in states without approved programs.

Levee means a man-made structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control, or divert the flow of water so as to provide protection from temporary flooding.

Levee system means a flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices.

Lowest floor means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking or vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor; provided that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirement of Section 60.3 of the National Flood Insurance Program regulations.

Manufactured home means a structure transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. The term "manufactured home" does not include a "recreational vehicle".

Manufactured home park or subdivision means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

Mean sea level means, for purposes of the national flood insurance program, the national geodetic vertical datum (NGVD) of 1929 or other datum, to which base flood elevations shown on a community's flood insurance rate map are referenced.

New construction means, for the purpose of determining insurance rates, structures for which the "start of construction" commenced on or after the effective date of an initial FIRM or after December 31, 1974, whichever is later, and includes any subsequent improvements to such structures. For floodplain management purposes, "new construction" means structures for which the "start of construction" commenced on or after the effective date of a floodplain management regulation adopted by a community and includes any subsequent improvements to such structures.

New manufactured home park or subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by a community.

Primary frontal dune means a continuous or nearly continuous mound or ridge of sand with relatively steep seaward and landward slopes immediately landward and adjacent to the beach and subject to erosion and overtopping from high tides and waves during major coastal storms. The inland limit of the primary frontal dune occurs at the point where there is a distinct change from a relatively steep slope to a relatively mild slope.

Recreational vehicle means a vehicle which is (i) built on a single chassis; (ii) 400 square feet or less when measured at the largest horizontal projections; (iii) designed to be self-propelled or permanently towable by a light duty truck; and (iv) designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Regulatory floodway means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

Riverine means relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.

Sand dunes mean naturally occurring accumulations of sand in ridges or mounds landward of the beach.

Special flood hazard area. See "area of special flood hazard."

Start of construction (for other than new construction or substantial improvements under the Coastal Barrier Resources Act (Pub. L. 97-348)), includes substantial improvement and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for basement, footings, piers or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

Structure means, for floodplain management purposes, a walled and roofed building, including a gas or liquid storage tank, that is principally above ground, as well as a manufactured home.

Substantial damage means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

Substantial improvement means any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before "start of construction" of the improvement. This term includes structures which have incurred "substantial damage", regardless of the actual repair work performed. The term does not, however, include either: (1) any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions or (2) any alteration of a "historic structure", provided that the alteration will not preclude the structure's continued designation as a "historic structure."

Variance means a grant of relief by a community from the terms of a floodplain management regulation. (For full requirements see Section 60.6 of the National Flood Insurance Program regulations.)

Violation means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in Section 60.3(b)(5), (c)(4), (c)(10), (d)(3), (e)(2), (e)(4), or (e)(5) is presumed to be in violation until such time as that documentation is provided.

Water surface elevation means the height, in relation to the national geodetic vertical datum (NGVD) of 1929 (or other datum, where specified), of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

(Ord. No. O-2014-0011, § 1, 4-14-2014)

Sec. 32-6. Lands to which this chapter applies.

This chapter shall apply to all areas of special flood hazard with the jurisdiction of the City of La Marque.

(Ord. No. O-2014-0011, § 1, 4-14-2014)

Sec. 32-7. Basis for establishing the areas of special flood hazard.

The areas of special flood hazard identified by the Federal Emergency Management Agency in the current scientific and engineering report entitled, "The Flood Insurance Study for the City of La Marque" dated August 15, 2019, with accompanying Flood Insurance Rate Maps and/or Flood Boundary-Floodway Maps (FIRM and/or FBFM)

dated August 15, 2019 and any revisions thereto are hereby adopted by reference and declared to be a part of this chapter.

(Ord. No. O-2014-0011, § 1, 4-14-2014); Ord. No. O-2019-0012, § 1, 8-12-2019)

Cross reference(s)—Land development, subdivisions—Submittal requirements and approval criteria, § 41-103

Sec. 32-8. Establishment of development permit.

A floodplain development permit shall be required to ensure conformance with the provisions of this chapter.

(Ord. No. O-2014-0011, § 1, 4-14-2014)

Sec. 32-9. Compliance.

No structure or land shall hereafter be located, altered, or have its use changed without full compliance with the terms of this chapter and other applicable regulations.

(Ord. No. O-2014-0011, § 1, 4-14-2014)

Sec. 32-10. Abrogation and greater restrictions.

This chapter is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this chapter and another provision, easement, covenant, or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

(Ord. No. O-2014-0011, § 1, 4-14-2014)

Sec. 32-11. Interpretation.

In the interpretation and application of this chapter, all provisions shall be; (1) considered as minimum requirements; (2) liberally construed in favor of the governing body; and (3) deemed neither to limit nor repeal any other powers granted under state statutes.

(Ord. No. O-2014-0011, § 1, 4-14-2014)

Sec. 32-12. Warning and disclaimer or liability.

The degree of flood protection required by this chapter is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. On rare occasions greater floods can and will occur and flood heights may be increased by man-made or natural causes. This chapter does not imply that land outside the areas of special flood hazards or uses permitted within such areas will be free from flooding or flood damages. This chapter shall not create liability on the part of the

community or any official or employee thereof for any flood damages that result from reliance on this chapter or any administrative decision lawfully made hereunder.

(Ord. No. O-2014-0011, § 1, 4-14-2014)

Sec. 32-13. Penalty.

Any person, firm or corporation violating the provision of this chapter shall be fined in accordance with the general provisions of section 1-7.

(Ord. No. O-2014-0011, § 1, 4-14-2014)

Secs. 32-14—32-44. Reserved.

ARTICLE II. ADMINISTRATION

Sec. 32-45. Designation of the floodplain administrator.

The ~~code enforcement officer~~city manager or his/her designee is hereby appointed the floodplain administrator to administer and implement the provisions of this chapter and other appropriate sections of 44 CFR (Emergency Management and Assistance - National Flood Insurance Program Regulations) pertaining to floodplain management.

(Ord. No. O-2014-0011, § 1, 4-14-2014)

Sec. 32-46. Duties and responsibilities of the floodplain administrator.

Duties and responsibilities of the floodplain administrator shall include, but not be limited to, the following:

- (1) Maintain and hold open for public inspection all records pertaining to the provisions of this chapter.
- (2) Review permit application to determine whether to ensure that the proposed building site project, including the placement of manufactured homes, will be reasonably safe from flooding.
- (3) Review, approve or deny all applications for development permits required by adoption of this chapter.
- (4) Review permits for proposed development to assure that all necessary permits have been obtained from those federal, state or local governmental agencies (including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334) from which prior approval is required.
- (5) Where interpretation is needed as to the exact location of the boundaries of the areas of special flood hazards (for example, where there appears to be a conflict between a mapped boundary and actual field conditions) the floodplain administrator shall make the necessary interpretation.

- (6) Notify, in riverine situations, adjacent communities and the state coordinating agency which is the Texas Water Development Board (TWDB) and also the Texas Commission on Environmental Quality (TCEQ), prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency Management Agency.
- (7) Assure that the flood carrying capacity within the altered or relocated portion of any watercourse is maintained.
- (8) When base flood elevation data has not been provided in accordance with section 32-7, the floodplain administrator shall obtain, review and reasonably utilize any base flood elevation data and floodway data available from a federal, state or other source, in order to administer the provisions of article III.
- (9) When a regulatory floodway has not been designated, the floodplain administrator must require that no new construction, substantial improvements, or other development (including fill) shall be permitted within zones A1-30 and AE on the community's FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community.
- (10) Under the provisions of 44 CFR Chapter 1, Section 65.12, of the national flood insurance program regulations, a community may approve certain development in zones A1-30, AE, AH, on the community's FIRM which increases the water surface elevation of the base flood by more than one foot, provided that the community first completes all of the provisions required by Section 65.12.

(Ord. No. O-2014-0011, § 1, 4-14-2014)

Sec. 32-47. Permit procedures.

- (a) Application for a floodplain development permit shall be presented to the floodplain administrator on forms furnished by him/her and may include, but not be limited to, plans in duplicate drawn to scale showing the location, dimensions, and elevation of proposed landscape alterations, existing and proposed structures, including the placement of manufactured homes, and the location of the foregoing in relation to areas of special flood hazard. Additionally, the following information is required:
 - (1) Elevation (in relation to mean sea level), of the lowest floor (including basement) of all new and substantially improved structures;
 - (2) Elevation in relation to mean sea level to which any nonresidential structure shall be floodproofed;
 - (3) A certificate from a registered professional engineer or architect that the nonresidential floodproofed structure shall meet the floodproofing criteria of section 32-71(2);

- (4) Description of the extent to which any watercourse or natural drainage will be altered or relocated as a result of proposed development;
- (5) Maintain a record of all such information in accordance with section 32-46(1);
- (b) Approval or denial of a floodplain development permit by the floodplain administrator shall be based on all of the provisions of this chapter and the following relevant factors:
 - (1) The danger to life and property due to flooding or erosion damage;
 - (2) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
 - (3) The danger that materials may be swept onto other lands to the injury of others;
 - (4) The compatibility of the proposed use with existing and anticipated development;
 - (5) The safety of access to the property in times of flood for ordinary and emergency vehicles;
 - (6) The costs of providing governmental services during and after flood conditions including maintenance and repair of streets and bridges, and public utilities and facilities such as sewer, gas, electrical and water systems;
 - (7) The expected heights, velocity, duration, rate of rise and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site;
 - (8) The necessity to the facility of a waterfront location, where applicable;
 - (9) The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use.

(Ord. No. O-2014-0011, § 1, 4-14-2014)

Sec. 32-48. Variance procedures.

- (a) The board of appeals, as established by the community, shall hear and render judgment on requests for variances from the requirements of this chapter.
- (b) The board of appeals shall hear and render judgment on an appeal only when it is alleged there is an error in any requirement, decision, or determination made by the floodplain administrator in the enforcement or administration of this chapter.
- (c) Any person or persons aggrieved by the decision of the appeal board may appeal such decision in the courts of competent jurisdiction.
- (d) The floodplain administrator shall maintain a record of all actions involving an appeal and shall report variances to the Federal Emergency Management Agency upon request.

- (e) Variances may be issued for the reconstruction, rehabilitation or restoration of structures listed on the National Register of Historic Places or the State Inventory of Historic Places, without regard to the procedures set forth in the remainder of this chapter.
- (f) Variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing the relevant factors in section 32-47 have been fully considered. As the lot size increases beyond the one-half half acre, the technical justification required for issuing the variance increases.
- (g) Upon consideration of the factors noted above and the intent of this chapter, the appeal board may attach such conditions to the granting of variances as it deems necessary to further the purpose and objectives of this chapter (section 32-3).
- (h) Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.
- (i) Variances may be issued for the repair or rehabilitation of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.
- (j) Prerequisites for granting variances:
 - (1) Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
 - (2) Variances shall only be issued upon: (i) showing a good and sufficient cause; (ii) a determination that failure to grant the variance would result in exceptional hardship to the applicant, and (iii) a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or chapters.
 - (3) Any application to which a variance is granted shall be given written notice that the structure will be permitted to be built with the lowest floor elevation below the base flood elevation, and that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.
- (k) Variances may be issued by a community for new construction and substantial improvements and for other development necessary for the conduct of a functionally dependent use provided that (i) the criteria outlined in section 32-48 are met, and (ii) the structure or other development is protected by methods that minimize flood damages during the base flood and create no additional threats to public safety.

(Ord. No. O-2014-0011, § 1, 4-14-2014)

Secs. 32-49—32-69. Reserved.

ARTICLE III. PROVISIONS FOR FLOOD HAZARD REDUCTION

Sec. 32-70. General standards.

In all areas of special flood hazards the following provisions are required for all new construction and substantial improvements:

- (1) All new construction or substantial improvements shall be designed (or modified) and adequately anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;
- (2) All new construction or substantial improvements shall be constructed by methods and practices that minimize flood damage;
- (3) All new construction or substantial improvements shall be constructed with materials resistant to flood damage;
- (4) All new construction or substantial improvements shall be constructed with electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities that are designed and/or located at or above the base flood elevation plus one foot so as to prevent water from entering or accumulating within the components during conditions of flooding;
- (5) All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system;
- (6) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the system and discharge from the systems into flood waters; and,
- (7) On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.

(Ord. No. O-2014-0011, § 1, 4-14-2014)

Sec. 32-71. Specific standards.

In all areas of special flood hazards where base flood elevation data has been provided as set forth in (i) section 32-7, (ii) section 32-46, or (iii) section 32-72(c), the following provisions are required:

- (1) *Residential construction.* New construction and substantial improvement of any residential structure shall have the lowest floor (including basement), elevated to or above one foot above the base flood elevation. A registered professional engineer, architect, or land surveyor shall submit a certification to

the floodplain administrator that the standard of this subsection as proposed in section 32-47 (a)(1), is satisfied.

- (2) *Nonresidential construction.* New construction and substantial improvements of any commercial, industrial or other nonresidential structure shall either have the lowest floor (including basement) elevated to or above the one foot above base flood level or together with attendant utility and sanitary facilities, be designed so that below the base flood level plus one foot the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. A registered professional engineer or architect shall develop and/or review structural design, specifications, and plans for the construction, and shall certify that the design and methods of construction are in accordance with accepted standards of practice as outlined in this subsection. A record of such certification which includes the specific elevation (in relation to mean sea level) to which such structures are floodproofed shall be maintained by the floodplain administrator.
- (3) *Enclosures.* New construction and substantial improvements, with fully enclosed areas below the lowest floor that are usable solely for parking of vehicles, building access or storage in an area other than a basement and which are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or meet or exceed the following minimum criteria:
 - a. A minimum of two openings on separate walls having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided.
 - b. The bottom of all openings shall be no higher than one foot above grade.
 - c. Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.
 - d. Enclosures below the base flood elevation are useable solely for parking of vehicles, building access, or storage. Owner(s) of new and substantially improved buildings shall be required to sign a non-conversion agreement acknowledging that enclosures are not to be converted into habitable space. The non-conversion agreement must be filed in the Deed Records of Galveston County, Texas.
- (4) *Manufactured homes.*
 - a. Require that all manufactured homes to be placed within zone A on a community's FHBM or FIRM shall be installed using methods and practices

which minimize flood damage. For the purposes of this requirement, manufactured homes must be elevated and anchored to resist flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable state and local anchoring requirements for resisting wind forces.

- b. Require that manufactured homes that are placed or substantially improved within zones A1-30, AH, and AE on the community's FIRM on sites (i) outside of a manufactured home park or subdivision, (ii) in a new manufactured home park or subdivision, (iii) in an expansion to an existing manufactured home park or subdivision, or (iv) in an existing manufactured home park or subdivision on which a manufactured home has incurred "substantial damage" as a result of a flood, be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated to ~~or one foot~~ above the base flood elevation and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.
 - c. Require that manufactured homes be placed or substantially improved on sites in an existing manufactured home park or subdivision with zones A1-30, AH and AE on the community's FIRM that are not subject to the provisions of subsection (4) of this section be elevated so that either:
 - 1. The lowest floor of the manufactured home is at or above one foot above the base flood elevation, ~~or~~ and
 - 2. The manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than ~~36-48~~ inches in height above grade and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.
- (5) *Recreational vehicles.* Require that recreational vehicles placed on sites within zones A1-30, AH, and AE on the community's FIRM either (i) be on the site for fewer than 180 consecutive days, or (ii) be fully licensed and ready for highway use, or (iii) meet the permit requirements of article 4, section C (1), and the elevation and anchoring requirements for "manufactured homes" in subsection (4) of this section. A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions.

(Ord. No. O-2014-0011, § 1, 4-14-2014)

Sec. 32-72. Standards for subdivision proposals.

- (a) All subdivision proposals including the placement of manufactured home parks and subdivisions shall be consistent with section 32-2, section 32-3, and section 32-4 of this chapter.
- (b) All proposals for the development of subdivisions including the placement of manufactured home parks and subdivisions shall meet floodplain development permit requirements of section 32-8, section 32-47; and the provisions of article III of this chapter.
- (c) Base flood elevation data shall be generated for subdivision proposals and other proposed development including the placement of manufactured home parks and subdivisions which is greater than 50 lots or five acres, whichever is lesser, if not otherwise provided pursuant to section 32-7 or section 32-46(8) of this chapter.
- (d) All subdivision proposals including the placement of manufactured home parks and subdivisions shall have adequate drainage provided to reduce exposure to flood hazards.
- (e) All subdivision proposals including the placement of manufactured home parks and subdivisions shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize or eliminate flood damage.

(Ord. No. O-2014-0011, § 1, 4-14-2014)

Sec. 32-73. Standards for areas of shallow flooding (AO/AH zones)

Located within the areas of special flood hazard established in section 32-7 are areas designated as shallow flooding. These areas have special flood hazards associated with flood depths of one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable, and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow; therefore, the following provisions apply:

- (1) All new construction and substantial improvements of residential structures have the lowest floor (including basement) elevated to or above one foot above the base flood elevation or the highest adjacent grade at least as high as the depth number specified in feet on the community's FIRM (at least ~~three~~ two feet if no depth number is specified).
- (2) All new construction and substantial improvements of nonresidential structures;
 - a. have the lowest floor (including basement) elevated to or above one foot above the base flood elevation or the highest adjacent grade at least as

high as the depth number specified in feet on the community's FIRM (at least ~~two~~three feet if no depth number is specified), or

- b. together with attendant utility and sanitary facilities be designed so that below the base specified flood depth in an AO zone plus one foot, or below the base flood elevation in an AH zone plus one foot, ~~level~~ the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads of effects of buoyancy.
- (3) A registered professional engineer or architect shall submit a certification to the floodplain administrator that the standards of this section, as proposed in section 32-47 are satisfied.
 - (4) Require within zones AH or AO adequate drainage paths around structures on slopes, to guide flood waters around and away from proposed structures.

(Ord. No. O-2014-0011, § 1, 4-14-2014)

Sec. 32-74. Floodways

Located within areas of special flood hazard established in section 32-7 are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of flood waters which carry debris, potential projectiles and erosion potential, the following provisions shall apply:

- (1) Encroachments are prohibited, including fill, new construction, substantial improvements and other development within the adopted regulatory floodway unless it has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment would not result in any increase in flood levels within the community during the occurrence of the base flood discharge.
- (2) If section 32-74(1) above is satisfied, all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of article III.
- (3) Under the provisions of 44 CFR Chapter 1, Section 65.12, of the National Flood Insurance Program Regulations, a community may permit encroachments within the adopted regulatory floodway that would result in an increase in base flood elevations, provided that the permit applicant first completes all of the provisions required by Section 65.12.

(Ord. No. O-2014-0011, § 1, 4-14-2014)

Sec. 32-75. Coastal high hazard areas.

Located within the areas of special flood hazard established in section 32-7 are areas designated as coastal high hazard areas (zones V1-30, VE, and/or V). These areas have special flood hazards associated with high velocity waters from tidal surges

and hurricane wave wash; therefore, in addition to meeting all provisions outlined in this chapter, the following provisions must also apply:

- (1) Obtain the elevation (in relation to mean sea level) of the bottom of the lowest structural member of the lowest floor (excluding pilings and columns) of all new and substantially improved structures, and whether or not such structures contain a basement. The floodplain administrator shall maintain a record of all such information.
- (2) All new construction shall be located landward of the reach of mean high tide.
- (3) All new construction and substantial improvements shall be elevated on pilings and columns so that:
 - a. The bottom of the lowest horizontal structural member of the lowest floor (excluding the pilings or columns) is elevated to or above the base flood level plus one foot;
 - b. The pile or column foundation and structure attached thereto is anchored to resist flotation, collapse and lateral movement due to the effects of wind and water loads acting simultaneously on all building components. Water loading values used shall be those associated with the base flood. Wind loading values used shall be those required by applicable state or local building standards. A registered professional engineer or architect shall develop or review the structural design, specifications and plans for the construction, and shall certify that the design and methods of construction to be used are in accordance with accepted standards of practice for meeting the provisions of (3)a. and b. of this section.
 - c. Owner(s) of new and substantially improved buildings shall be required to sign a non-conversion agreement acknowledging that enclosures are not to be converted into habitable space. The nonconversion agreement must be filed in the Deed Records of Galveston County, Texas.
- (4) Provide that all new construction and substantial improvements have the space below the lowest floor either free of obstruction or constructed with nonsupporting breakaway walls, open wood lattice-work, or insect screening intended to collapse under wind and water loads without causing collapse, displacement, or other structural damage to the elevated portion of the building or supporting foundation system.

For the purpose of this section, a breakaway wall shall have a design safe loading resistance of not less than 10 and no more than 20 pounds per square foot. Use of breakaway walls which exceed a design safe loading resistance of 20 pounds per square foot (either by design or when so required by local or state codes) may be permitted only if a registered professional engineer or architect certifies that the designs proposed meet the following conditions:

- a. breakaway wall collapse shall result from a water load less than that which would occur during the base flood; and
 - b. the elevated portion of the building and supporting foundation system shall not be subject to collapse, displacement, or other structural damage due to the effects of wind and water loads acting simultaneously on all building components (structural and nonstructural). Water loading values used shall be those associated with the base flood. Wind loading values used shall be those required by applicable State or local building standards. Such enclosed space shall be useable solely for parking of vehicles, building access, or storage. Such space shall not be used for human habitation.
- (5) Prohibit the use of fill for structural support of buildings.
 - (6) Prohibit man-made alteration of sand dunes and mangrove stands that increase potential flood damage.
 - (7) *Manufactured homes.* Require that manufactured homes placed or substantially improved within zone V1-30, V, and VE on the community's FIRM on sites (i) outside of a manufactured home park or subdivision, (ii) in a new manufactured home park or subdivision, (iii) in an expansion to an existing manufactured home park or subdivision, or (iv) in an existing manufactured home park or subdivision on which a manufactured home has incurred "substantial damage" as the result of a flood, meet the standards of paragraphs (1) through (6) of this section and that manufactured homes placed or substantially improved on other sites in an existing manufactured home park or subdivision within zones V1-30, V, and VE on the community's FIRM meet the requirements of section 32-71(4) of this chapter.
 - (8) *Recreational vehicles.* Require that recreational vehicles placed on sites within zones V1-30, V, and VE on the community's FIRM either (i) be on the site for fewer than 180 consecutive days, or (ii) be fully licensed and ready for highway use, or (iii) meet the requirements in section 32-8 of this chapter and paragraphs (1) through (6) of this section. A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions.

(Ord. No. O-2014-0011, § 1, 4-14-2014)

Sec. 32-76. Severability.

If any section, clause, sentence, or phrase of this chapter is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this chapter.

(Ord. No. O-2014-0011, § 1, 4-14-2014)

Sec. 32-77. Penalties for non compliance.

No structure or land shall hereafter be constructed, located, extended, converted, or altered without full compliance with the terms of this court order and other applicable regulations. Violation of the provisions of this court order by failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with conditions) shall constitute a misdemeanor.

Any person, firm or corporation violating the provisions of this chapter shall be fined in accordance with the general fine provisions of sections 1-7. Nothing herein contained shall prevent from taking such other lawful action as is necessary to prevent or remedy any violation.

(Ord. No. O-2014-0011, § 1, 4-14-2014)

Section 3. Severability. In the event any clause, phrase, provision sentence, or part of this Ordinance or the application of the same to any person or circumstance for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it is the intention of the City Council that the invalidity or unconstitutionality of the one or more parts shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision other than the part declared to be invalid or unconstitutional; and the City Council of the City of La Marque, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

Section 4. Publication and Effective Date. This Ordinance shall be effective on **[EFFECTIVE DATE]**, after final passage by City Council, a public hearing in accordance with Section 2.19 of the City Charter, and publication of this ordinance or a caption that summarizes the purpose of this ordinance.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of La Marque on First Reading this ____ day of _____, **2024**; and

PASSED, APPROVED, AND ADOPTED by the City Council of the City of La Marque on Second and Final Reading this ____ day of _____, **2024**.

CITY OF LA MARQUE, TEXAS

Keith Bell, Mayor

ATTEST:

Kierra Nance, TRMC, City Clerk

APPROVED AS TO FORM:

Gus Knebel, Consulting City Attorney

ORDINANCE NO. O-2024-00[]

AN ORDINANCE OF THE CITY OF LA MARQUE, TEXAS, AMENDING SECTION 32 OF THE CITY OF LA MARQUE TEXAS’S CODE OF ORDINANCES; MAKING VARIOUS FINDINGS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, The City of La Marque Texas desires to update its Flood Damage Prevention Ordinance to provide greater protection to minimize flood losses.

WHEREAS, The City of La Marque, Texas is susceptible to losses from floods.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS, THAT:

Section 1. The findings and recitals set out in the preamble to this Ordinance are found to be true and correct and they are hereby adopted by the City Council and made a part hereof for all purposes.

Section 2. Chapter 32 of the City of La Marque Code of Ordinances is amended to read as follows:

Chapter 32 FLOOD DAMAGE PREVENTION¹

ARTICLE I. GENERAL PROVISIONS

Sec. 32-1. Statutory authorization.

The legislature of the State of Texas has in the Flood Control Insurance Act, V.T.C.A., Water Code § 16.315 delegated the responsibility of local governmental units to adopt regulations designed to minimize flood losses. Therefore, the city council of the City of La Marque, Texas does ordain as follows:

(Ord. No. O-2014-0011, § 1, 4-14-2014)

Sec. 32-2. Findings of fact.

- (a) The flood hazard areas of the City of La Marque are subject to periodic inundation, which results in loss of life and property, health and safety hazards,

¹Editor's note(s)—Ord. No. O-2014-0011, § 1, adopted April 14, 2014, repealed Ch. 32, §§ 32-1—32-74, and enacted a new chapter as set out herein. Former Ch. 32 pertained to similar subject matter and derived from Code 1972, §§ 8-1—8-13, 8-21—8-24, 8-36—8-40 and Ord. No. 660, Arts. I—V.

State law reference(s)—Local governments must adopt ordinances necessary for jurisdiction to qualify for National Flood Insurance Program, V.T.C.A., Water Code § 16.3145; political subdivision to comply with Federal requirements, V.T.C.A., Water Code § 16.315.

disruption of commerce and governmental services, and extraordinary public expenditures for flood protection and relief, all of which adversely affect the public health, safety and general welfare.

- (b) These flood losses are created by the cumulative effect of obstructions in floodplains which cause an increase in flood heights and velocities, and by the occupancy of flood hazard areas by uses vulnerable to floods and hazardous to other lands because they are inadequately elevated, floodproofed or otherwise protected from flood damage.

(Ord. No. O-2014-0011, § 1, 4-14-2014)

Sec. 32-3. Statement of purpose.

It is the purpose of this chapter to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

- (1) Protect human life and health;
- (2) Minimize expenditure of public money for costly flood control projects;
- (3) Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- (4) Minimize prolonged business interruptions;
- (5) Minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in floodplains;
- (6) Help maintain a stable tax base by providing for the sound use and development of flood-prone areas in such a manner as to minimize future flood blight areas; and
- (7) Insure that potential buyers are notified that property is in a flood area.

(Ord. No. O-2014-0011, § 1, 4-14-2014)

Sec. 32-4. Methods of reducing flood losses.

In order to accomplish its purposes, this chapter uses the following methods:

- (1) Restrict or prohibit uses that are dangerous to health, safety or property in times of flood, or cause excessive increases in flood heights or velocities;
- (2) Require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;
- (3) Control the alteration of natural floodplains, stream channels, and natural protective barriers, which are involved in the accommodation of flood waters;

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- (4) Control filling, grading, dredging and other development which may increase flood damage;
 - (5) Prevent or regulate the construction of flood barriers which will unnaturally divert flood waters or which may increase flood hazards to other lands.

(Ord. No. O-2014-0011, § 1, 4-14-2014)

Sec. 32-5. Definitions

Unless specifically defined below, words or phrases used in this chapter shall be interpreted to give them the meaning they have in common usage and to give this chapter its most reasonable application.

Alluvial fan flooding means flooding occurring on the surface of an alluvial fan or similar landform which originates at the apex and is characterized by high-velocity flows; active processes of erosion, sediment transport, and deposition; and unpredictable flow paths.

Apex means a point on an alluvial fan or similar landform below which the flow path of the major stream that formed the fan becomes unpredictable and alluvial fan flooding can occur.

Appurtenant structure means a structure which is on the same parcel of property as the principal structure to be insured and the use of which is incidental to the use of the principal structure.

Area of future conditions flood hazard means the land area that would be inundated by the one-percent-annual chance (100 year) flood based on future conditions hydrology.

Area of shallow flooding means a designated AO, AH, AR/AO, AR/AH, or VO zone on a community's flood insurance rate map (FIRM) with a one percent or greater annual chance of flooding to an average depth of one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

Area of special flood hazard is the land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year. The area may be designated as zone A on the flood hazard boundary map (FHBM). After detailed rate making has been completed in preparation for publication of the FIRM, zone A usually is refined into zones A, AO, AH, A1-30, AE, A99, AR, AR/A1-30, AR/AE, AR/AO, AR/AH, AR/A, VO, V1-30, VE or V.

Base flood means the flood having a one percent chance of being equaled or exceeded in any given year.

Base flood elevation (BFE) means the elevation shown on the flood insurance rate map (FIRM) and found in the accompanying flood insurance study (FIS) for zones A, AE, AH, A1-A30, AR, V1-V30, or VE that indicates the water surface elevation resulting from the flood that has a 1% chance of equaling or exceeding that level in any given year - also called the base flood.

Basement means any area of the building having its floor subgrade (below ground level) on all sides.

Breakaway wall means a wall that is not part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces, without causing damage to the elevated portion of the building or supporting foundation system.

Critical feature means an integral and readily identifiable part of a flood protection system, without which the flood protection provided by the entire system would be compromised.

Development means any man-made change to improved and unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.

Elevated building means, for insurance purposes, a nonbasement building, which has its lowest elevated floor, raised above ground level by foundation walls, shear walls, posts, piers, pilings, or columns.

Existing construction means for the purposes of determining rates, structures for which the "start of construction" commenced before the effective date of the FIRM or before January 1, 1975, for FIRMs effective before that date. "Existing construction" may also be referred to as "existing structures."

Existing manufactured home park or subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community.

Expansion to an existing manufactured home park or subdivision means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

Flood or flooding means a general and temporary condition of partial or complete inundation of normally dry land areas from:

- (1) The overflow of inland or tidal waters.
- (2) The unusual and rapid accumulation or runoff of surface waters from any source.

Flood elevation study means an examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation and determination of mudslide (i.e., mudflow) and/or flood-related erosion hazards.

Flood insurance rate map (FIRM) means an official map of a community, on which the Federal Emergency Management Agency has delineated both the special flood hazard areas and the risk premium zones applicable to the community.

Flood insurance study (FIS). See "flood elevation study."

Floodplain or flood-prone area means any land area susceptible to being inundated by water from any source (see definition of flooding).

Floodplain management means the operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works and floodplain management regulations.

Floodplain management regulations means zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as a floodplain ordinance, grading ordinance and erosion control ordinance) and other applications of police power. The term describes such state or local regulations, in any combination thereof, which provide standards for the purpose of flood damage prevention and reduction.

Flood protection system means those physical structural works for which funds have been authorized, appropriated, and expended and which have been constructed specifically to modify flooding in order to reduce the extent of the area within a community subject to a "special flood hazard" and the extent of the depths of associated flooding. Such a system typically includes hurricane tidal barriers, dams, reservoirs, levees or dikes. These specialized flood modifying works are those constructed in conformance with sound engineering standards.

Flood proofing means any combination of structural and nonstructural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

Floodway. See "regulatory floodway."

Functionally dependent use means a use, which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, but does not include long-term storage or related manufacturing facilities.

Highest adjacent grade means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

Historic structure means any structure that is:

- (1) Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the national register;

- (2) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the secretary to qualify as a registered historic district;
- (3) Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or
- (4) Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:
 - a. By an approved state program as determined by the Secretary of the Interior or;
 - b. Directly by the Secretary of the Interior in states without approved programs.

Levee means a man-made structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control, or divert the flow of water so as to provide protection from temporary flooding.

Levee system means a flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices.

Lowest floor means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking or vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor; provided that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirement of Section 60.3 of the National Flood Insurance Program regulations.

Manufactured home means a structure transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. The term "manufactured home" does not include a "recreational vehicle".

Manufactured home park or subdivision means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

Mean sea level means, for purposes of the national flood insurance program, the national geodetic vertical datum (NGVD) of 1929 or other datum, to which base flood elevations shown on a community's flood insurance rate map are referenced.

New construction means, for the purpose of determining insurance rates, structures for which the "start of construction" commenced on or after the effective date of an initial FIRM or after December 31, 1974, whichever is later, and includes any subsequent improvements to such structures. For floodplain management purposes, "new construction" means structures for which the "start of construction" commenced on or after the effective date of a floodplain management regulation adopted by a community and includes any subsequent improvements to such structures.

New manufactured home park or subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by a community.

Primary frontal dune means a continuous or nearly continuous mound or ridge of sand with relatively steep seaward and landward slopes immediately landward and adjacent to the beach and subject to erosion and overtopping from high tides and waves during major coastal storms. The inland limit of the primary frontal dune occurs at the point where there is a distinct change from a relatively steep slope to a relatively mild slope.

Recreational vehicle means a vehicle which is (i) built on a single chassis; (ii) 400 square feet or less when measured at the largest horizontal projections; (iii) designed to be self-propelled or permanently towable by a light duty truck; and (iv) designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Regulatory floodway means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

Riverine means relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.

Sand dunes mean naturally occurring accumulations of sand in ridges or mounds landward of the beach.

Special flood hazard area. See "area of special flood hazard."

Start of construction (for other than new construction or substantial improvements under the Coastal Barrier Resources Act (Pub. L. 97-348)), includes substantial improvement and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for basement, footings, piers or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

Structure means, for floodplain management purposes, a walled and roofed building, including a gas or liquid storage tank, that is principally above ground, as well as a manufactured home.

Substantial damage means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

Substantial improvement means any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before "start of construction" of the improvement. This term includes structures which have incurred "substantial damage", regardless of the actual repair work performed. The term does not, however, include either: (1) any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions or (2) any alteration of a "historic structure", provided that the alteration will not preclude the structure's continued designation as a "historic structure."

Variance means a grant of relief by a community from the terms of a floodplain management regulation. (For full requirements see Section 60.6 of the National Flood Insurance Program regulations.)

Violation means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in Section 60.3(b)(5), (c)(4), (c)(10), (d)(3), (e)(2), (e)(4), or (e)(5) is presumed to be in violation until such time as that documentation is provided.

Water surface elevation means the height, in relation to the national geodetic vertical datum (NGVD) of 1929 (or other datum, where specified), of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

(Ord. No. O-2014-0011, § 1, 4-14-2014)

Sec. 32-6. Lands to which this chapter applies.

This chapter shall apply to all areas of special flood hazard with the jurisdiction of the City of La Marque.

(Ord. No. O-2014-0011, § 1, 4-14-2014)

Sec. 32-7. Basis for establishing the areas of special flood hazard.

The areas of special flood hazard identified by the Federal Emergency Management Agency in the current scientific and engineering report entitled, "The Flood Insurance Study for the City of La Marque" dated August 15, 2019, with accompanying Flood Insurance Rate Maps and/or Flood Boundary-Floodway Maps (FIRM and/or FBFM)

dated August 15, 2019 and any revisions thereto are hereby adopted by reference and declared to be a part of this chapter.

(Ord. No. O-2014-0011, § 1, 4-14-2014); Ord. No. O-2019-0012, § 1, 8-12-2019)

Cross reference(s)—Land development, subdivisions—Submittal requirements and approval criteria, § 41-103

Sec. 32-8. Establishment of development permit.

A floodplain development permit shall be required to ensure conformance with the provisions of this chapter.

(Ord. No. O-2014-0011, § 1, 4-14-2014)

Sec. 32-9. Compliance.

No structure or land shall hereafter be located, altered, or have its use changed without full compliance with the terms of this chapter and other applicable regulations.

(Ord. No. O-2014-0011, § 1, 4-14-2014)

Sec. 32-10. Abrogation and greater restrictions.

This chapter is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this chapter and another provision, easement, covenant, or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

(Ord. No. O-2014-0011, § 1, 4-14-2014)

Sec. 32-11. Interpretation.

In the interpretation and application of this chapter, all provisions shall be; (1) considered as minimum requirements; (2) liberally construed in favor of the governing body; and (3) deemed neither to limit nor repeal any other powers granted under state statutes.

(Ord. No. O-2014-0011, § 1, 4-14-2014)

Sec. 32-12. Warning and disclaimer or liability.

The degree of flood protection required by this chapter is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. On rare occasions greater floods can and will occur and flood heights may be increased by man-made or natural causes. This chapter does not imply that land outside the areas of special flood hazards or uses permitted within such areas will be free from flooding or flood damages. This chapter shall not create liability on the part of the

community or any official or employee thereof for any flood damages that result from reliance on this chapter or any administrative decision lawfully made hereunder.

(Ord. No. O-2014-0011, § 1, 4-14-2014)

Sec. 32-13. Penalty.

Any person, firm or corporation violating the provision of this chapter shall be fined in accordance with the general provisions of section 1-7.

(Ord. No. O-2014-0011, § 1, 4-14-2014)

Secs. 32-14—32-44. Reserved.

ARTICLE II. ADMINISTRATION

Sec. 32-45. Designation of the floodplain administrator.

The ~~code enforcement officer~~city manager or his/her designee is hereby appointed the floodplain administrator to administer and implement the provisions of this chapter and other appropriate sections of 44 CFR (Emergency Management and Assistance - National Flood Insurance Program Regulations) pertaining to floodplain management.

(Ord. No. O-2014-0011, § 1, 4-14-2014)

Sec. 32-46. Duties and responsibilities of the floodplain administrator.

Duties and responsibilities of the floodplain administrator shall include, but not be limited to, the following:

- (1) Maintain and hold open for public inspection all records pertaining to the provisions of this chapter.
- (2) Review permit application to determine whether to ensure that the proposed building site project, including the placement of manufactured homes, will be reasonably safe from flooding.
- (3) Review, approve or deny all applications for development permits required by adoption of this chapter.
- (4) Review permits for proposed development to assure that all necessary permits have been obtained from those federal, state or local governmental agencies (including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334) from which prior approval is required.
- (5) Where interpretation is needed as to the exact location of the boundaries of the areas of special flood hazards (for example, where there appears to be a conflict between a mapped boundary and actual field conditions) the floodplain administrator shall make the necessary interpretation.

- (6) Notify, in riverine situations, adjacent communities and the state coordinating agency which is the Texas Water Development Board (TWDB) and also the Texas Commission on Environmental Quality (TCEQ), prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency Management Agency.
- (7) Assure that the flood carrying capacity within the altered or relocated portion of any watercourse is maintained.
- (8) When base flood elevation data has not been provided in accordance with section 32-7, the floodplain administrator shall obtain, review and reasonably utilize any base flood elevation data and floodway data available from a federal, state or other source, in order to administer the provisions of article III.
- (9) When a regulatory floodway has not been designated, the floodplain administrator must require that no new construction, substantial improvements, or other development (including fill) shall be permitted within zones A1-30 and AE on the community's FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community.
- (10) Under the provisions of 44 CFR Chapter 1, Section 65.12, of the national flood insurance program regulations, a community may approve certain development in zones A1-30, AE, AH, on the community's FIRM which increases the water surface elevation of the base flood by more than one foot, provided that the community first completes all of the provisions required by Section 65.12.

(Ord. No. O-2014-0011, § 1, 4-14-2014)

Sec. 32-47. Permit procedures.

- (a) Application for a floodplain development permit shall be presented to the floodplain administrator on forms furnished by him/her and may include, but not be limited to, plans in duplicate drawn to scale showing the location, dimensions, and elevation of proposed landscape alterations, existing and proposed structures, including the placement of manufactured homes, and the location of the foregoing in relation to areas of special flood hazard. Additionally, the following information is required:
 - (1) Elevation (in relation to mean sea level), of the lowest floor (including basement) of all new and substantially improved structures;
 - (2) Elevation in relation to mean sea level to which any nonresidential structure shall be floodproofed;
 - (3) A certificate from a registered professional engineer or architect that the nonresidential floodproofed structure shall meet the floodproofing criteria of section 32-71(2);

- (4) Description of the extent to which any watercourse or natural drainage will be altered or relocated as a result of proposed development;
- (5) Maintain a record of all such information in accordance with section 32-46(1);
- (b) Approval or denial of a floodplain development permit by the floodplain administrator shall be based on all of the provisions of this chapter and the following relevant factors:
 - (1) The danger to life and property due to flooding or erosion damage;
 - (2) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
 - (3) The danger that materials may be swept onto other lands to the injury of others;
 - (4) The compatibility of the proposed use with existing and anticipated development;
 - (5) The safety of access to the property in times of flood for ordinary and emergency vehicles;
 - (6) The costs of providing governmental services during and after flood conditions including maintenance and repair of streets and bridges, and public utilities and facilities such as sewer, gas, electrical and water systems;
 - (7) The expected heights, velocity, duration, rate of rise and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site;
 - (8) The necessity to the facility of a waterfront location, where applicable;
 - (9) The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use.

(Ord. No. O-2014-0011, § 1, 4-14-2014)

Sec. 32-48. Variance procedures.

- (a) The board of appeals, as established by the community, shall hear and render judgment on requests for variances from the requirements of this chapter.
- (b) The board of appeals shall hear and render judgment on an appeal only when it is alleged there is an error in any requirement, decision, or determination made by the floodplain administrator in the enforcement or administration of this chapter.
- (c) Any person or persons aggrieved by the decision of the appeal board may appeal such decision in the courts of competent jurisdiction.
- (d) The floodplain administrator shall maintain a record of all actions involving an appeal and shall report variances to the Federal Emergency Management Agency upon request.

- (e) Variances may be issued for the reconstruction, rehabilitation or restoration of structures listed on the National Register of Historic Places or the State Inventory of Historic Places, without regard to the procedures set forth in the remainder of this chapter.
- (f) Variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing the relevant factors in section 32-47 have been fully considered. As the lot size increases beyond the one-half half acre, the technical justification required for issuing the variance increases.
- (g) Upon consideration of the factors noted above and the intent of this chapter, the appeal board may attach such conditions to the granting of variances as it deems necessary to further the purpose and objectives of this chapter (section 32-3).
- (h) Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.
- (i) Variances may be issued for the repair or rehabilitation of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.
- (j) Prerequisites for granting variances:
 - (1) Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
 - (2) Variances shall only be issued upon: (i) showing a good and sufficient cause; (ii) a determination that failure to grant the variance would result in exceptional hardship to the applicant, and (iii) a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or chapters.
 - (3) Any application to which a variance is granted shall be given written notice that the structure will be permitted to be built with the lowest floor elevation below the base flood elevation, and that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.
- (k) Variances may be issued by a community for new construction and substantial improvements and for other development necessary for the conduct of a functionally dependent use provided that (i) the criteria outlined in section 32-48 are met, and (ii) the structure or other development is protected by methods that minimize flood damages during the base flood and create no additional threats to public safety.

(Ord. No. O-2014-0011, § 1, 4-14-2014)

Secs. 32-49—32-69. Reserved.

ARTICLE III. PROVISIONS FOR FLOOD HAZARD REDUCTION

Sec. 32-70. General standards.

In all areas of special flood hazards the following provisions are required for all new construction and substantial improvements:

- (1) All new construction or substantial improvements shall be designed (or modified) and adequately anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;
- (2) All new construction or substantial improvements shall be constructed by methods and practices that minimize flood damage;
- (3) All new construction or substantial improvements shall be constructed with materials resistant to flood damage;
- (4) All new construction or substantial improvements shall be constructed with electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities that are designed and/or located at or above the base flood elevation plus one foot so as to prevent water from entering or accumulating within the components during conditions of flooding;
- (5) All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system;
- (6) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the system and discharge from the systems into flood waters; and,
- (7) On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.

(Ord. No. O-2014-0011, § 1, 4-14-2014)

Sec. 32-71. Specific standards.

In all areas of special flood hazards where base flood elevation data has been provided as set forth in (i) section 32-7, (ii) section 32-46, or (iii) section 32-72(c), the following provisions are required:

- (1) *Residential construction.* New construction and substantial improvement of any residential structure shall have the lowest floor (including basement), elevated to or above one foot above the base flood elevation. A registered professional engineer, architect, or land surveyor shall submit a certification to

the floodplain administrator that the standard of this subsection as proposed in section 32-47 (a)(1), is satisfied.

- (2) *Nonresidential construction.* New construction and substantial improvements of any commercial, industrial or other nonresidential structure shall either have the lowest floor (including basement) elevated to or above the one foot above base flood level or together with attendant utility and sanitary facilities, be designed so that below the base flood level plus one foot the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. A registered professional engineer or architect shall develop and/or review structural design, specifications, and plans for the construction, and shall certify that the design and methods of construction are in accordance with accepted standards of practice as outlined in this subsection. A record of such certification which includes the specific elevation (in relation to mean sea level) to which such structures are floodproofed shall be maintained by the floodplain administrator.
- (3) *Enclosures.* New construction and substantial improvements, with fully enclosed areas below the lowest floor that are usable solely for parking of vehicles, building access or storage in an area other than a basement and which are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or meet or exceed the following minimum criteria:
 - a. A minimum of two openings on separate walls having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided.
 - b. The bottom of all openings shall be no higher than one foot above grade.
 - c. Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.
 - d. Enclosures below the base flood elevation are useable solely for parking of vehicles, building access, or storage. Owner(s) of new and substantially improved buildings shall be required to sign a non-conversion agreement acknowledging that enclosures are not to be converted into habitable space. The non-conversion agreement must be filed in the Deed Records of Galveston County, Texas.
- (4) *Manufactured homes.*
 - a. Require that all manufactured homes to be placed within zone A on a community's FHBM or FIRM shall be installed using methods and practices

which minimize flood damage. For the purposes of this requirement, manufactured homes must be elevated and anchored to resist flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable state and local anchoring requirements for resisting wind forces.

- b. Require that manufactured homes that are placed or substantially improved within zones A1-30, AH, and AE on the community's FIRM on sites (i) outside of a manufactured home park or subdivision, (ii) in a new manufactured home park or subdivision, (iii) in an expansion to an existing manufactured home park or subdivision, or (iv) in an existing manufactured home park or subdivision on which a manufactured home has incurred "substantial damage" as a result of a flood, be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated to ~~or one foot~~ above the base flood elevation and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.
 - c. Require that manufactured homes be placed or substantially improved on sites in an existing manufactured home park or subdivision with zones A1-30, AH and AE on the community's FIRM that are not subject to the provisions of subsection (4) of this section be elevated so that either:
 - 1. The lowest floor of the manufactured home is at or above one foot above the base flood elevation, ~~or~~ and
 - 2. The manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than ~~36-48~~ inches in height above grade and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.
- (5) *Recreational vehicles.* Require that recreational vehicles placed on sites within zones A1-30, AH, and AE on the community's FIRM either (i) be on the site for fewer than 180 consecutive days, or (ii) be fully licensed and ready for highway use, or (iii) meet the permit requirements of article 4, section C (1), and the elevation and anchoring requirements for "manufactured homes" in subsection (4) of this section. A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions.

(Ord. No. O-2014-0011, § 1, 4-14-2014)

Sec. 32-72. Standards for subdivision proposals.

- (a) All subdivision proposals including the placement of manufactured home parks and subdivisions shall be consistent with section 32-2, section 32-3, and section 32-4 of this chapter.
- (b) All proposals for the development of subdivisions including the placement of manufactured home parks and subdivisions shall meet floodplain development permit requirements of section 32-8, section 32-47; and the provisions of article III of this chapter.
- (c) Base flood elevation data shall be generated for subdivision proposals and other proposed development including the placement of manufactured home parks and subdivisions which is greater than 50 lots or five acres, whichever is lesser, if not otherwise provided pursuant to section 32-7 or section 32-46(8) of this chapter.
- (d) All subdivision proposals including the placement of manufactured home parks and subdivisions shall have adequate drainage provided to reduce exposure to flood hazards.
- (e) All subdivision proposals including the placement of manufactured home parks and subdivisions shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize or eliminate flood damage.

(Ord. No. O-2014-0011, § 1, 4-14-2014)

Sec. 32-73. Standards for areas of shallow flooding (AO/AH zones)

Located within the areas of special flood hazard established in section 32-7 are areas designated as shallow flooding. These areas have special flood hazards associated with flood depths of one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable, and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow; therefore, the following provisions apply:

- (1) All new construction and substantial improvements of residential structures have the lowest floor (including basement) elevated to or above one foot above the base flood elevation or the highest adjacent grade at least as high as the depth number specified in feet on the community's FIRM (at least ~~three~~ two feet if no depth number is specified).
- (2) All new construction and substantial improvements of nonresidential structures;
 - a. have the lowest floor (including basement) elevated to or above one foot above the base flood elevation or the highest adjacent grade at least as

high as the depth number specified in feet on the community's FIRM (at least ~~two~~three feet if no depth number is specified), or

- b. together with attendant utility and sanitary facilities be designed so that below the base specified flood depth in an AO zone plus one foot, or below the base flood elevation in an AH zone plus one foot, ~~level~~ the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads of effects of buoyancy.
- (3) A registered professional engineer or architect shall submit a certification to the floodplain administrator that the standards of this section, as proposed in section 32-47 are satisfied.
 - (4) Require within zones AH or AO adequate drainage paths around structures on slopes, to guide flood waters around and away from proposed structures.

(Ord. No. O-2014-0011, § 1, 4-14-2014)

Sec. 32-74. Floodways

Located within areas of special flood hazard established in section 32-7 are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of flood waters which carry debris, potential projectiles and erosion potential, the following provisions shall apply:

- (1) Encroachments are prohibited, including fill, new construction, substantial improvements and other development within the adopted regulatory floodway unless it has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment would not result in any increase in flood levels within the community during the occurrence of the base flood discharge.
- (2) If section 32-74(1) above is satisfied, all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of article III.
- (3) Under the provisions of 44 CFR Chapter 1, Section 65.12, of the National Flood Insurance Program Regulations, a community may permit encroachments within the adopted regulatory floodway that would result in an increase in base flood elevations, provided that the permit applicant first completes all of the provisions required by Section 65.12.

(Ord. No. O-2014-0011, § 1, 4-14-2014)

Sec. 32-75. Coastal high hazard areas.

Located within the areas of special flood hazard established in section 32-7 are areas designated as coastal high hazard areas (zones V1-30, VE, and/or V). These areas have special flood hazards associated with high velocity waters from tidal surges

and hurricane wave wash; therefore, in addition to meeting all provisions outlined in this chapter, the following provisions must also apply:

- (1) Obtain the elevation (in relation to mean sea level) of the bottom of the lowest structural member of the lowest floor (excluding pilings and columns) of all new and substantially improved structures, and whether or not such structures contain a basement. The floodplain administrator shall maintain a record of all such information.
- (2) All new construction shall be located landward of the reach of mean high tide.
- (3) All new construction and substantial improvements shall be elevated on pilings and columns so that:
 - a. The bottom of the lowest horizontal structural member of the lowest floor (excluding the pilings or columns) is elevated to or above the base flood level plus one foot;
 - b. The pile or column foundation and structure attached thereto is anchored to resist flotation, collapse and lateral movement due to the effects of wind and water loads acting simultaneously on all building components. Water loading values used shall be those associated with the base flood. Wind loading values used shall be those required by applicable state or local building standards. A registered professional engineer or architect shall develop or review the structural design, specifications and plans for the construction, and shall certify that the design and methods of construction to be used are in accordance with accepted standards of practice for meeting the provisions of (3)a. and b. of this section.
 - c. Owner(s) of new and substantially improved buildings shall be required to sign a non-conversion agreement acknowledging that enclosures are not to be converted into habitable space. The nonconversion agreement must be filed in the Deed Records of Galveston County, Texas.
- (4) Provide that all new construction and substantial improvements have the space below the lowest floor either free of obstruction or constructed with nonsupporting breakaway walls, open wood lattice-work, or insect screening intended to collapse under wind and water loads without causing collapse, displacement, or other structural damage to the elevated portion of the building or supporting foundation system.

For the purpose of this section, a breakaway wall shall have a design safe loading resistance of not less than 10 and no more than 20 pounds per square foot. Use of breakaway walls which exceed a design safe loading resistance of 20 pounds per square foot (either by design or when so required by local or state codes) may be permitted only if a registered professional engineer or architect certifies that the designs proposed meet the following conditions:

- a. breakaway wall collapse shall result from a water load less than that which would occur during the base flood; and
 - b. the elevated portion of the building and supporting foundation system shall not be subject to collapse, displacement, or other structural damage due to the effects of wind and water loads acting simultaneously on all building components (structural and nonstructural). Water loading values used shall be those associated with the base flood. Wind loading values used shall be those required by applicable State or local building standards. Such enclosed space shall be useable solely for parking of vehicles, building access, or storage. Such space shall not be used for human habitation.
- (5) Prohibit the use of fill for structural support of buildings.
 - (6) Prohibit man-made alteration of sand dunes and mangrove stands that increase potential flood damage.
 - (7) *Manufactured homes.* Require that manufactured homes placed or substantially improved within zone V1-30, V, and VE on the community's FIRM on sites (i) outside of a manufactured home park or subdivision, (ii) in a new manufactured home park or subdivision, (iii) in an expansion to an existing manufactured home park or subdivision, or (iv) in an existing manufactured home park or subdivision on which a manufactured home has incurred "substantial damage" as the result of a flood, meet the standards of paragraphs (1) through (6) of this section and that manufactured homes placed or substantially improved on other sites in an existing manufactured home park or subdivision within zones V1-30, V, and VE on the community's FIRM meet the requirements of section 32-71(4) of this chapter.
 - (8) *Recreational vehicles.* Require that recreational vehicles placed on sites within zones V1-30, V, and VE on the community's FIRM either (i) be on the site for fewer than 180 consecutive days, or (ii) be fully licensed and ready for highway use, or (iii) meet the requirements in section 32-8 of this chapter and paragraphs (1) through (6) of this section. A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions.

(Ord. No. O-2014-0011, § 1, 4-14-2014)

Sec. 32-76. Severability.

If any section, clause, sentence, or phrase of this chapter is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this chapter.

(Ord. No. O-2014-0011, § 1, 4-14-2014)

Sec. 32-77. Penalties for non compliance.

No structure or land shall hereafter be constructed, located, extended, converted, or altered without full compliance with the terms of this court order and other applicable regulations. Violation of the provisions of this court order by failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with conditions) shall constitute a misdemeanor.

Any person, firm or corporation violating the provisions of this chapter shall be fined in accordance with the general fine provisions of sections 1-7. Nothing herein contained shall prevent from taking such other lawful action as is necessary to prevent or remedy any violation.

(Ord. No. O-2014-0011, § 1, 4-14-2014)

Section 3. Severability. In the event any clause, phrase, provision sentence, or part of this Ordinance or the application of the same to any person or circumstance for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it is the intention of the City Council that the invalidity or unconstitutionality of the one or more parts shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision other than the part declared to be invalid or unconstitutional; and the City Council of the City of La Marque, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

Section 4. Publication and Effective Date. This Ordinance shall be effective on **[EFFECTIVE DATE]**, after final passage by City Council, a public hearing in accordance with Section 2.19 of the City Charter, and publication of this ordinance or a caption that summarizes the purpose of this ordinance.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of La Marque on First Reading this ____ day of _____, **2024**; and

PASSED, APPROVED, AND ADOPTED by the City Council of the City of La Marque on Second and Final Reading this ____ day of _____, **2024**.

CITY OF LA MARQUE, TEXAS

Keith Bell, Mayor

ATTEST:

Kierra Nance, TRMC, City Clerk

APPROVED AS TO FORM:

Gus Knebel, Consulting City Attorney

IMPACT FEE STUDY

FOR

WATER AND WASTEWATER

2023 UPDATE

LA MARQUE, TEXAS



**ADICO PROJECT NO. 23100-02
DECEMBER 2023**

ADICO
CONSULTING ENGINEERS

**TBPE FIRM NO. 16423
2114 EL DORADO BLVD., SUITE 400
FRIENDSWOOD, TX 77546
PH: 832-895-1093**

**IMPACT FEE STUDY FOR WATER AND WASTEWATER 2023 UPDATE
CITY OF LA MARQUE**

DECEMBER 2023

ADVISORY COMMITTEE

Alan Waters

Greg Cornett

Chris Colombo

Graylan Alexander

Brad Stephenson

CITY COUNCIL

Keith Bell – Mayor

Kimberley Yancy – District A

Joe Compian – District B

VACANT – District C

James Ross – District D

STAFF

Cesar Garcia – City Manager

Rick Sailer – Public Works Director

Kathleen VanStavern – Development Services Director

Alex Getty – Economic Development Corporation
Director

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1. INTRODUCTION

1.1 HISTORY

The City of La Marque first adopted Impact Fees and the supporting Land Use Assumptions (LUA) and Capital Improvements Plan (CIP) in 2018. Since the initial adoption, Impact Fees have not been amended to reflect the City's progress on its CIP, appropriateness of initial LUA, and the Impact Fee collections and implementation. The initial study was completed by ARKK Engineers, LLC in 2018. This report forms the basis of the first scheduled update which is planned for 2023, since the initial 2018 report.

1.2 STATE LAW PERTAINING TO IMPACT FEES

Chapter 395 of the Texas Local Government Code prescribes the required process for cities to follow for adoption, amendment, and update of Impact Fees charged. The City of La Marque charges Impact Fees for each new connection to the City's water distribution and/or wastewater collection system.

Updates are required to be performed on a five-year cycle. The update process requires engaging a Registered Professional Engineering firm to prepare the aforementioned documents and calculations. The results are then to be presented to an Advisory Committee appointed by the City Council to review and recommend adoption of land use assumptions, population projections, proposed CIP projects, and the amount of the Impact Fees to be considered and adopted by the City.

The advisory Committee is required to comprise of five or more members, of which 40 percent (40%) or more are representatives of the real estate, development, or building industries, who are not employees or officials of the City. Further, the City's Planning and Zoning Commission may act as the advisory committee if the commission includes at least one representative of the real estate, development, or building industry.

According to the City of La Marque Ordinance Section 42-14, the Planning and Zoning Commission shall act as the advisory committee. The City's Planning and Zoning Commission currently has 5 members, of which one is a member from the real estate industry, as required by the legislation, to fulfill this requirement.

For purpose of this update, it is recommended that the City adopt a **10-year** planning period from 2023-2033 and consider factors affecting growth rates, intensity of development, known major development projects, and projections by local and state agencies to guide the land use assumptions and resulting CIP. This update study includes a review of the growth trend during the previous planning period, projects implemented from the CIP; water and wastewater projects and their actual cost.

2. SERVICE AREA

The original LUA adopted in 2018 utilized the area within the City of La Marque's City Limit. Since 2018 there has not been any new annexations. Therefore, the Service Area, as seen on **EXHIBIT A**, remains unchanged.

In the future, as areas are considered for annexation, the Service Area Map should be updated to reflect the annexed areas. Areas outside the City Limits in which the City is considering executing a development agreement for water and/or wastewater service, should also be incorporated into the service area.

3. LAND USE ASSUMPTIONS AND POPULATION PROJECTIONS

3.1 LAND USE ASSUMPTIONS

The purpose of the LUA is to provide the basis for provision and requirement for projects to support new development in the Service Area and to project the number of equivalent service units (ESU) to fairly allocate the resulting costs through the assessment of Impact Fees. For the purposes of this report, the terms equivalent meter and equivalent service unit will be used interchangeably.

The following factors were considered in the initially adopted Land Use Assumptions and have been reviewed as part of this update process:

- a. The character, type, density and quantity of existing development
- b. Proposed land use (See **EXHIBIT B**)
- c. The Water System Modeling and Planning Study (2016 ARKK Engineers)
- d. Availability of land for future development
- e. Current growth trends in the City
- f. Location and configuration of vacant land
- g. Known or anticipated development projects
- h. Physical holding capacity of the City
- i. Known or anticipated development projects

This update also takes into consideration actual growth rates for the previous period.

3.2 PREVIOUS PERIOD DEVELOPMENTS

In 2018 there were many new developments in the planning phase. Several projects were completed, and some had initial phases which were in progress. The following is a list of the major projects which began and were in the planning stages.

- a. Trails at Woodhaven
 - i. Section 1
 - ii. Section 2
 - iii. TWL Senior Living

- iv. Commercial Reserve
- v. Cottage Reserve
- b. Ambrose
 - i. Section 1
 - ii. Section 2
 - iii. Section 3
- c. Sunset Grove
 - i. Section 1
 - ii. Section 2
 - iii. Section 3
 - iv. Section 4
- d. Delany Cove
- e. CRV/Motco
- f. JMK5 Arena

These developments as well as anticipated development areas are shown in **EXHIBIT C**.

3.3 BASE DATA

The data developed for the original LUA was based on aerial mapping and HGAC planning resources. Updated data obtained from the US Census Bureau, is shown in the following table:

TABLE 3.1 POPULATION DATA

Year	Household Population	Increase
2017	16,739	
2018	16,805	0.4%
2019	17,319	3.1%
2020	18,455	6.6%
2021	18,821	2.0%
2022	19,147	1.7%

AVERAGE 2.7%

3.4 POPULATION PROJECTION

Since the original LUA were adopted, the 2020 census was completed and reflected that the City of La Marque had a population of 18,455. The figures obtained from the national census show a growth record of 2.7% for the period 2018-2022. (**TABLE 3.1**)

The following table shows population projections for the 10-year planning period for this study. Number of connections for years 2020 and 2021 was determined by obtaining actual meter counts by size from the City, and then converting these to ESU's as defined in Section 5.2.

TABLE 3.2 POPULATION PROJECTION

YEAR	ESTIMATED POPULATION	ESTIMATED ANNUAL NUMBER OF CONNECTIONS ADDED*	APPROXIMATE CONNECTIONS
2020	18,455		6,603**
2021	18,821		7,512**
2022	19,147		8,956**
2023	19,664	250	9,206
2024	20,195	250	9,456
2025	20,740	250	9,706
2026	21,300	250	9,956
2027	21,875	250	10,206
2028	22,466	250	10,456
2029	23,072	250	10,706
2030	23,695	250	10,956
2031	24,335	250	11,206
2032	24,992	250	11,456
2033	25,667	250	11,706

* 5-YR-AVERAGE (TABLE 3.4)

**PROVIDED BY CITY OF LA MARQUE

3.5 HOUSING STARTS

According to the City's Building Permit Records, the following table provides housing starts and resulting estimated population increases for the past 5 years.

TABLE 3.3 PREVIOUS HOUSING STARTS

YEAR	HOUSING STARTS	ESTIMATED POPULATION (PROJECTED FROM 2018)	PERCENT INCREASE IN HOUSING STARTS
2018	300	16,805	4.5%***
2019	194	17,271	2.8%
2020	241	17,849	3.3%
2021	223	18,384	3.0%
2022	217	18,905	2.8%
2023	135	19,229	1.7%

5-YEAR AVERAGE

3.0%

***INCREASE FROM 2017
ESTIMATE

3.6 TEN YEAR GROWTH ASSUMPTIONS

The original LUA projected a growth rate going forward for the 10-year planning period (2018-2027) of 102 ESU per year.

The current rate of growth in terms of ESU for the City currently averages around 250 new ESU's per calendar year from 2019-2023 as evidenced by the impact fees collected since 2019. The number of ESU's for 2019 is not included in the calculation for the 5-year average as development severely decreased over the period 2019-2020. The following table shows the impact fees collected and the equivalent ESU per year. This is based on reports obtained from the City for the period 2019 to 2023.

TABLE 3.4 EQUIVALENT SERVICE UNITS PER YEAR

CALENDAR YEAR	IMPACT FEE	TOTAL IMPACT FEES COLLECTED	EQUIVALENT SERVICE UNIT
2019	\$3,770.00	\$1,848,335.45	490
2020	\$3,770.00	\$506,976.52	134
2021	\$3,770.00	\$939,225.35	249
2022	\$3,770.00	\$820,616.00	218
2023 (6/12/2023)	\$3,770.00	\$754,471.10	400*
5-YEAR AVERAGE (ESU)			250
5-YEAR AVERAGE (%)			2.69%

*Estimated total connections for 2023 based on existing impact fees collected for 6 out of 12 months.

With the current total connections in the system expressed in ESU's of approximately 8,956, the annual growth rates in terms of ESU was 2.8%. It is recommended that for the 2023 update of the LUA's the City adopt a growth rate of 2.69% in ESU to the water and wastewater system. This is a more realistic statistic because it is based on actual impact fees collected.

3.7 ULTIMATE POPULATION PROJECTIONS

The original LUA adopted in 2018 provided a build-out connection capacity of the city. The following primary factors were considered:

- Existing development
- Proposed land use
- Available land

The ultimate projected connections was estimated at 8,711. Since the 2018 update, the City has experienced development in multiple projected areas, resulting in an increase of the ultimate projected connections and ultimate population.

TABLE 3.5 shows the City's projected development and estimated water use. The City could reasonably be expected to have **13,782** water service connections (ESU's) in the future. The areas of anticipated future development are shown in **EXHIBIT C**.

TABLE 3.5 - PROJECTED DEVELOPMENT AND ESTIMATED WATER USE

DEVELOPMENT AREA NO.	PROJECT DEVELOPMENT TYPE	GROSS ACREAGE	ESTIMATED ACREAGE DEVELOPED WITH WATER SERVICE	ESTIMATED EQUIVALENT CONNECTIONS PER ACRE	ESTIMATED NUMBER OF NEW CONNECTIONS	ESTIMATED DAILY WATER USAGE (GPD)
1	Commercial	241.8	181.3	2	363	127,050
2	Commercial	81.3	61.0	2	123	43,050
3	Commercial	10.4	7.8	2	16	5,600
4	Commercial	7.0	5.2	2	11	3,850
5	Commercial	26.1	19.6	2	40	14,000
6	Commercial	19.3	14.5	2	29	10,150
7	Commercial	11.4	8.6	2	18	6,300
8	Commercial	3.5	2.6	2	6	2,100
9	Commercial	10.8	8.1	2	17	5,950
10	Commercial	18.1	13.6	2	28	9,800
11	Commercial	16.3	12.2	2	25	8,750
12	Commercial	3.5	2.6	2	6	2,100
13	Mixed	463.3	347.5	2	695	243,250
14	Commercial	54.1	40.5	2	82	28,700
15	Commercial	88.1	66.1	2	133	46,550
16*	Residential	76.9	57.7	4.7	267	93,450
17*	Residential	48.9	36.6	4.1	150	52,500
18*	Residential	57.9	43.5	3.9	168	58,800
19*	Residential	105.8	79.3	3.7	290	101,500
20	Residential	16.4	12.3	4	50	17,500
21*	Residential	136.1	102.1	1.9	185	64,750
22	Residential	47.9	35.9	4	144	50,400
23	Residential	57.9	43.4	4	174	60,900
24*	Residential (Multi)	25.28	19.0	24	456	159,600
	Commercial	7	5.3	2	11	3,850
	Arena					
25	University of Houston	450.0	337.5	1.5	507	177,450
26*	CRV/Motco Tract				384	134,400
TOTAL					4378	1,532,300

Number of Existing Equivalent Connections: 8,956
Number of Projected New Connections from Development Tracts: 4,378
Projected Infill Developments (5%): 448
Projected Ultimate Total Connections: 13,782

* Known Lots/Requested Connections

3.8 LAND USE ASSUMPTIONS SUMMARY

The updated LUA are summarized as follows:

- a. Based on a 2.7% population growth rate, projected population for 2023 is 19,664 and projected 2033 population is 25,667.
- b. The projected ESU growth rate for the 10-year planning period (2023-2033) for purposes of this update report is 2.69%, or 250 ESU's per year. This results in a total new ESU's for the 10-year planning period of 2500 connections.
- c. Based on population projections and projected connections for the period 2023-2033, a "population per equivalent meter" of 2.4 persons per connection was determined.
- d. Ultimate connections are projected to be 13,782 based on available developable areas.
- e. Ultimate population is projected to be 33,077 based on 2.4 persons per connection and 13,782 ultimate connections.
- f. The following table summarizes projected population and connection growth for 2023, 2033 and ultimate development.

TABLE 3.6 POPULATION PROJECTIONS SUMMARY

YEAR	CONNECTIONS 2.69% GROWTH	POPULATION
2023	9,206	19,664
2033	11,706	25,667
Ultimate	13,782	33,077

4. CAPITAL IMPROVEMENT PLAN

The Impact Fee Capital Improvement Plan (CIP) includes projects anticipated to serve growth within the City during the 10-year planning period, 2023-2033.

4.1 ELIGIBLE FACILITIES

The impact fee legislation allows those projects necessitated by growth during the planning period to be included in the impact fee calculation. Projects included in the CIP include wastewater treatment facility expansions, sanitary sewer lift stations and existing lift station improvements, sanitary sewer collection systems and existing sanitary sewer collection system expansion, water distribution systems and existing water distribution systems improvements, water production, water storage, and water treatment facilities and existing water storage and treatment facility expansion, including but not limited to water wells, water storage tanks, and booster pump systems.

4.2 2018 CAPITAL IMPROVEMENT PLAN

The original planned projects; including estimated costs; from the 2018 Impact Fee Study prepared by ARKK Engineers, LLC. are shown in **TABLE 4.1**.

TABLE 4.1 ORIGINAL CAPITAL IMPROVEMENT PROJECTS (2018)

CIP PROJECT	YEAR	COST	GROWTH ALLOCATION, %	COST RELATED TO GROWTH
WASTEWATER PROJECTS				
Wastewater Treatment Capacity to Serve 10 Year Projected Growth (Basis - 315 gallons per day per new connection at estimated \$6.00 per gallon treatment cost)	2019	\$1,924,020	100%	\$1,924,020
Influent Lift Station	2019	\$3,450,000	15%	\$506,000
WASTEWATER TOTAL		\$5,374,020		\$2,430,020
WATER PROJECTS				
12" Water Distribution Line, Cedar to Magnolia (Phase 1)	2019	\$397,520	50%	\$198,760
12" Water Distribution Line, Stonewall to IH 45 (Phase 2)	2022	\$1,393,350	75%	\$1,045,013
12" Water Distribution Line, Westward to Newman (Phase 3)	2024	\$1,098,920	75%	\$824,190
12" Water Distribution Line, 12th to Stubbs (Phase 4)	2026	\$1,370,490	5%	\$68,525
Water Supply Capacity Purchase from GCWA to Service 10 Year Growth (Basis - 2015 Purchase of GCWA Mackey Plant surface water capacity, Texas City/ League City from NRG)	2019	\$1,223,377	100%	\$1,223,377
WATER TOTAL		\$5,483,657		\$3,359,865
TOTALS		\$10,857,677		\$5,789,885

As of 2023, no projects have been completed. However, several projects are currently in the design phase and partially under construction.

4.3 CAPITAL IMPROVEMENT PROJECTS (2023 UPDATE)

The eligible water and wastewater projects for Impact Fee consideration are shown in **TABLE 4.2**. This includes proposed CIP projects, and proposed improvements to existing facilities that have excess capacity which can serve some or all of the projected growth during the study period.

For the existing facilities, their design capacity was evaluated against existing demands and projected growth, to determine the prorated value for growth during the study period. **EXHIBIT D (Water)** and **EXHIBIT E (Wastewater)** show the Capital Improvement Plan Project Maps.

TABLE 4.2 CAPITAL IMPROVEMENT PROJECTS

WASTEWATER PROJECTS				
CAPITAL IMPROVEMENT PROJECT NO.	PROJECT NAME	PROJECT COST	PERCENT RELATED TO GROWTH	PROJECT COST APPLICABLE TO IMPACT FEES
1	University of Houston Tract Development	\$2,033,100	100%	\$2,033,100
2	Lift Station #16 Upgrade	\$506,250	100%	\$506,250
3	Influent Lift Station Modification	\$1,687,500	15%	\$253,125
4	Wastewater Treatment Capacity to Serve 10 Year Projected Growth <i>(Basis – 315 gallons per day per new connection at estimated \$16.00 per gallon treatment cost)</i>	\$15,498,000	100%	\$15,498,000
WASTEWATER TOTAL		\$19,724,850		\$18,290,475
WATER PROJECTS				
CAPITAL IMPROVEMENT PROJECT NO.	PROJECT NAME	PROJECT COST	PERCENT RELATED TO GROWTH	PROJECT COST APPLICABLE TO IMPACT FEES
1	University of Houston Tract Water Distribution System	\$491,400	100%	\$491,400
2	Elevated Storage Tank at Takepoint #2	\$5,400,000	100%	\$5,400,000
3	12" Water Distribution Line, Cedar to Magnolia (Phase 1)	\$912,308	50%	\$456,154
4	12" Water Distribution Line, Stonewall to IH 45 (Phase 2)	\$3,197,738	75%	\$2,398,304
5	12" Water Distribution Line, Westward to Newman (Phase 3)	\$3,404,728	75%	\$2,553,546
6	12" Water Distribution Line, 12th to Stubbs (Phase 4)	\$3,145,275	5%	\$157,264
7	12" Water Distribution Line, 12th Street to Highway 146	\$653,144	100%	\$653,144
8	Water Supply Capacity Purchase from GCWA to Service 10 Year Growth <i>(Basis – 2023 Purchase of GCWA Mackey Plant surface water capacity)</i>	\$2,017,811	100%	\$2,017,811
WATER TOTAL		\$19,222,404		\$14,127,623
TOTALS		\$38,947,254		\$32,418,098

5. IMPACT FEE CALCULATION

This section includes the determination of interest costs for the CIP, service unit equivalency and projections, and the maximum impact fee amount.

The capital improvement costs included in the impact fee calculation will include the portion of the previously identified CIP projects that are directly related to new growth. Some of the projects will include expansion of existing facilities to provide new capacity for future growth. The previous table (**TABLE 4.2**) show the proposed CIP Costs Summary, reflecting costs prorated for new development to be used in the impact fee calculation.

5.1 FINANCE COSTS DETERMINATION

Costs incurred to support the debt service for the CIP projects listed in **TABLE 4.2** are eligible for reimbursement in accordance with the Impact Fee Legislation. This update reflects an estimated interest rate of 2.5% per annum on bonds such as TWDB State Revolving Fund loans. On that basis, the total interest expense for the Impact Fee is calculated in **TABLE 5.1** below:

TABLE 5.1 TOTAL INTEREST EXPENSE

	WATER	WASTEWATER
Project Cost	\$14,127,622.63	\$18,290,475.00
Interest Rate	2.50%	2.50%
Term (Years)	20	20
Total Interest	\$3,839,420.82	\$4,970,746.48
Total Eligible Cost w/ Interest	\$17,967,043.44	\$23,261,221.48

5.2 EQUIVALENT SERVICE UNIT DETERMINATION

The equivalent meter/ESU was selected in the 2018 report as the method of measurement for consumption by new growth for impact fee purposes. The water meter serves as the service unit for both water and wastewater impact fee calculations. The equivalent meter is defined as the unit equivalent to the hydraulic capacity of a ¾ inch (3/4") meter.

The 5/8" and 3/4" meters were selected because it represents the water meter size for an average single family dwelling. Equivalency factors are provided for larger meter sizes as developed by the American Water Works Association, as seen in **TABLE 5.2**

TABLE 5.2 WATER METER EQUIVALENCY FACTORS

METER SIZE (INCHES)	EQUIVALENCY FACTOR
5/8 OR 3/4	1
1"	1.67
1 1/2"	3.33
2"	5.33
3" Compound	10
4" Compound	16.67
6" Compound	33.33
8" Compound	53.33
10" Compound	76.67

TABLE 5.3 uses these equivalency factors and the total existing meter count provided by the City of La Marque Water Billing Department to determine the total equivalent meters in the system can be determined.

TABLE 5.3 EQUIVALENT METER FACTORS

SIZE	NO. OF METERS	ESU/EQUIV.	ESU 2022
3/4"	7459	1	7459
1"	160	1.67	267
2" Meter	146	5.33	778
2"	6	5.33	32
4"	5	16.67	83
6"	3	33.33	100
8"	3	53.33	160
10"	1	76.67	77
		TOTAL	8956

A "population per equivalent meter" to factor in residential and commercial meters was also calculated. The 2023 calculation is as follows:

2023 Population per Equivalent meter

$$\frac{25,667 - 19,664 \text{ (Increase in Population, 2023 - 2033)}}{2,500 \text{ (Projected Increase in ESU)}} = 2.4$$

5.3 MAXIMUM IMPACT FEE CALCULATION

The maximum assessable impact fee is determined by dividing the cost of the CIP projects plus interest by the projected increase in equivalent meters for the 10 year planning period. The fee for various meter sizes is then determined by applying the factors provided in **TABLE 5.2** for all meters larger than the standard ¾" residential meter. The maximum assessable impact fee for the City of La Marque for water and wastewater is calculated as follows:

MAXIMUM WATER IMPACT FEE

$$\frac{\$17,967,043.44 \text{ (Cost of Water CIP Projects)}}{2,500 \text{ (Projected Increase in ESU)}} = \$7,186.82$$

MAXIMUM WASTEWATER IMPACT FEE

$$\frac{\$23,261,221.48 \text{ (Cost of Wastewater CIP Projects)}}{2,500 \text{ (Projected Increase in ESU)}} = \$9,304.49$$

Chapter 395 of the Local Government Code was amended in 2001 requiring the City to provide a credit for the following:

Section 395.014 Paragraph a (7):

(A) a credit for the portion of ad valorem tax and utility service revenues generated by new service units during the program period that is used for the payment of improvements, including the payment of debt, that are included in the Capital Improvements Plan; or

(B) In the alternative, a credit equal to 50 percent of the total projected cost of implementing the capital improvements plan.

The Impact Fee legislation allows the City to charge an impact fee up to the amount shown as the calculated maximum.

In 2018, the maximum calculated fees were \$2,196 for water and \$1,588 for wastewater. This impact fee value has remained unchanged.

For this update (2023), the maximum allowable impact fee proposed is calculated as follows:

$$50\% \text{ of Water CIP Costs per Equivalent Meter} = \$7,186.82 \times 50\% = \mathbf{\$3,593.41}$$

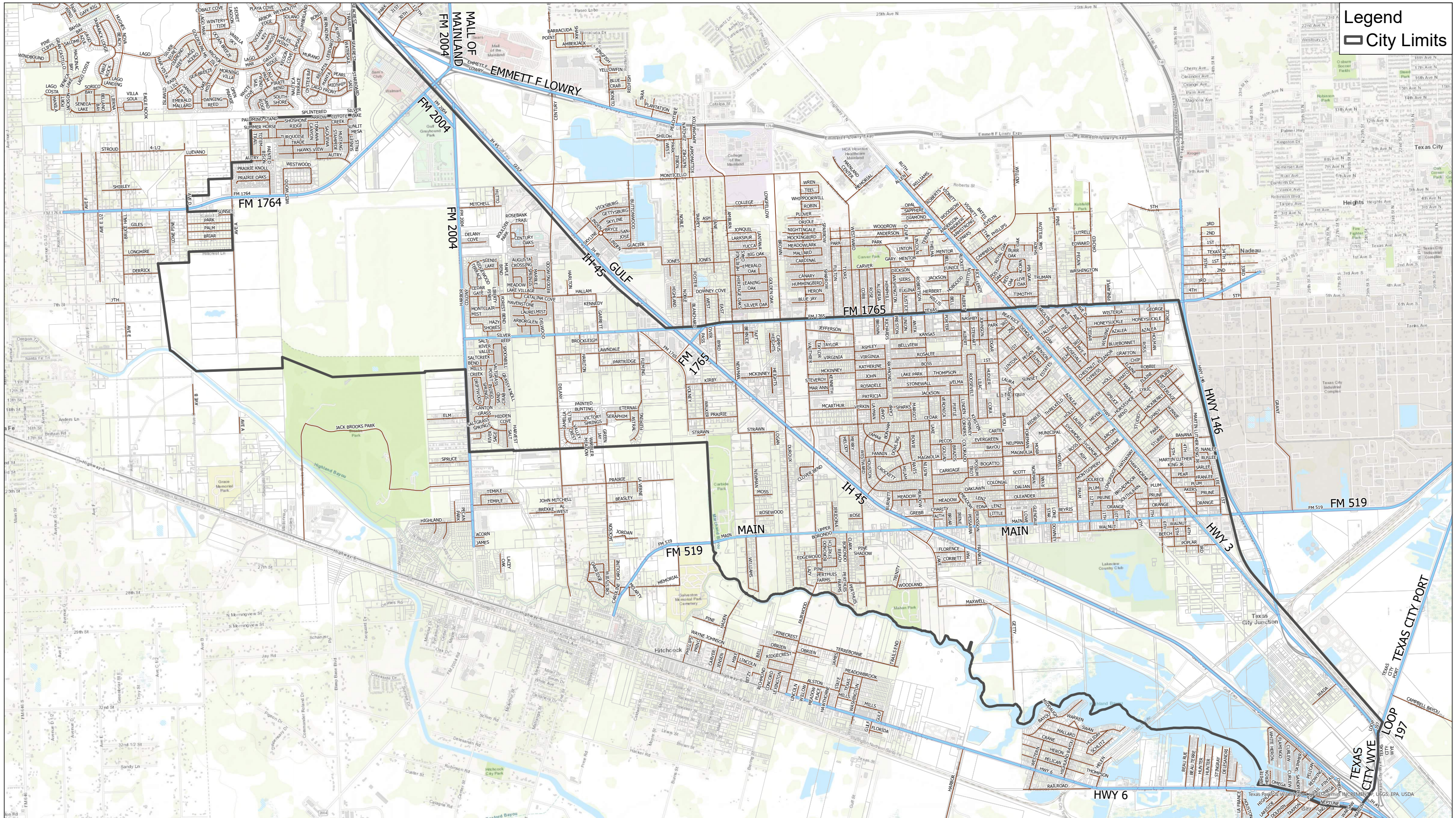
$$50\% \text{ of Wastewater CIP Costs per Equivalent Meter} = \$9,304.49 \times 50\% = \mathbf{\$4,652.24}$$

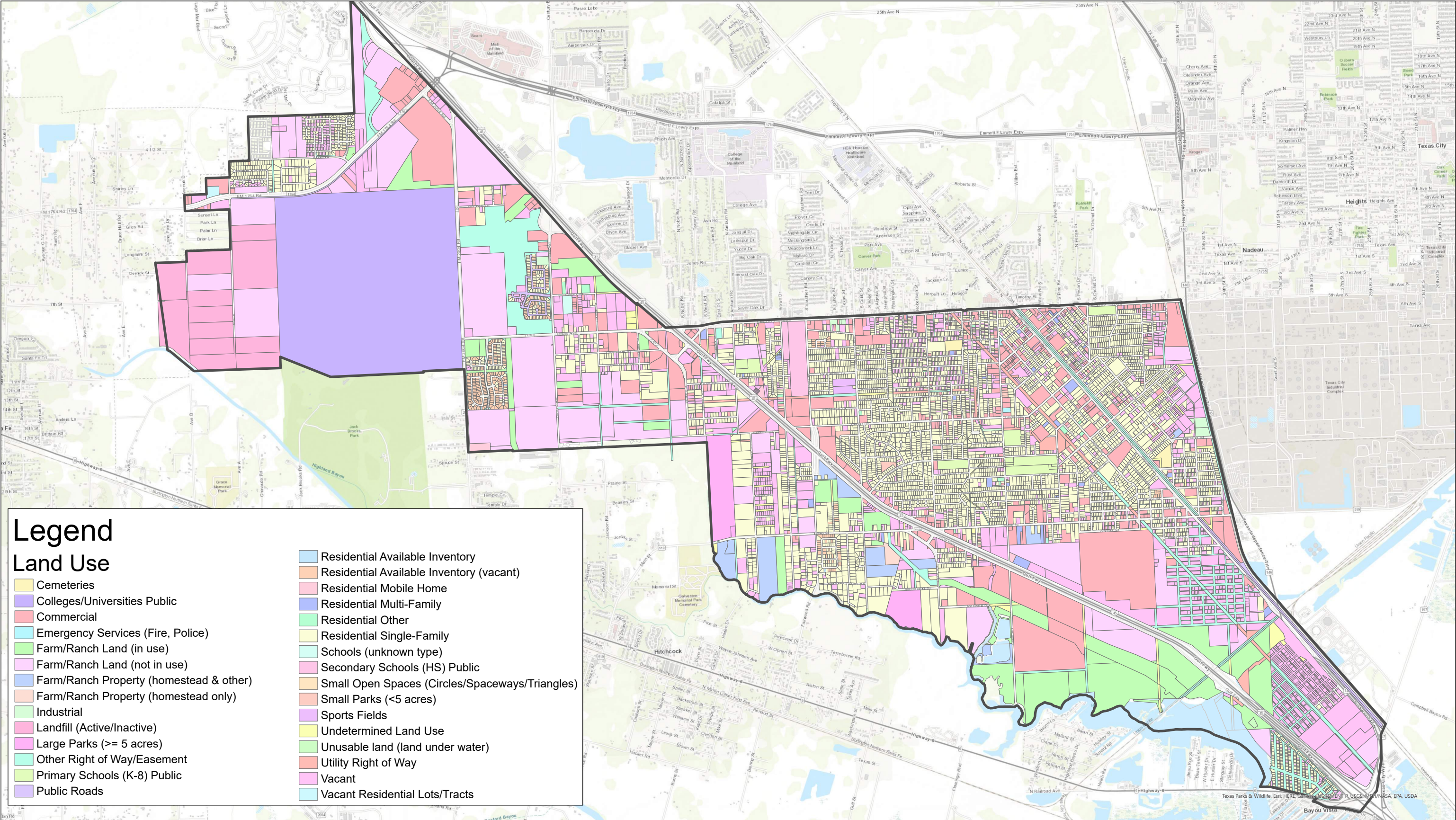
5.4 CONCLUSIONS AND RECOMMENDATIONS

After discussion and deliberation of the Impact Fee Advisory Committee, the 2023 fee amounts to be recommended to City Council are as shown in **TABLE 5.5** below:

TABLE 5.5 RECOMMENDED FEE AMOUNTS

TYPE	CURRENT FEE	2023 UPDATE MAX FEE W/ 50% CREDIT	RECOMMENDED FEE
Water	\$2,190	\$3,593.41	
Wastewater	\$1,580	\$4,652.24	
Total (Water & Wastewater)	\$3,770	\$8,245.65	
MULTIPLYING FACTORS			
Single Family Dwelling	= 1.0 ESFC (Single Family Equivalent Unit)		
Apartment Complex	= 1.0 ESFC per living unit		
Hotel, Motel, Resort	= 0.8 ESFC per unit or room		
Mobile Home	= 1.0 ESFC per unit or room		
Commercial, Retail, Institutional, Light Industrial, and all other non-residential development:			
METER SIZE	FACTOR	UNIT	TOTAL IMPACT FEE
5/8" - 3/4"	1	ESFC's	
1"	1.67	ESFC's	
1.5"	3.33	ESFC's	
2", All Types	5.33	ESFC's	
3" Compound	10.67	ESFC's	
3" Turbine	11.67	ESFC's	
4" Compound	16.67	ESFC's	
4" Turbine	21	ESFC's	
6" Compound	33.33	ESFC's	
6" Turbine	43.33	ESFC's	
8" Compound	53.33	ESFC's	
8" Turbine	93.33	ESFC's	
10" Compound	76.67	ESFC's	
10" Turbine	140	ESFC's	
12" All Types	176.67	ESFC's	
Note 1: When separate dedicated fire system meters and systems are installed, the fire system meters are not charged a separate capital recovery fee.			
Note 2: When building fire flow systems are combined with other building systems, the City Engineer shall determine the equivalency factor based on the meter size that would be required without the fire protection component of the flow.			





Legend

Land Use

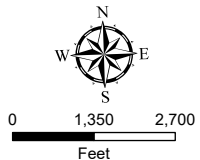
- Cemeteries
- Colleges/Universities Public
- Commercial
- Emergency Services (Fire, Police)
- Farm/Ranch Land (in use)
- Farm/Ranch Land (not in use)
- Farm/Ranch Property (homestead & other)
- Farm/Ranch Property (homestead only)
- Industrial
- Landfill (Active/Inactive)
- Large Parks (>= 5 acres)
- Other Right of Way/Easement
- Primary Schools (K-8) Public
- Public Roads
- Residential Available Inventory
- Residential Available Inventory (vacant)
- Residential Mobile Home
- Residential Multi-Family
- Residential Other
- Residential Single-Family
- Schools (unknown type)
- Secondary Schools (HS) Public
- Small Open Spaces (Circles/Spaceways/Triangles)
- Small Parks (<5 acres)
- Sports Fields
- Undetermined Land Use
- Unusable land (land under water)
- Utility Right of Way
- Vacant
- Vacant Residential Lots/Tracts



City of La Marque

Land Use Map

Exhibit B



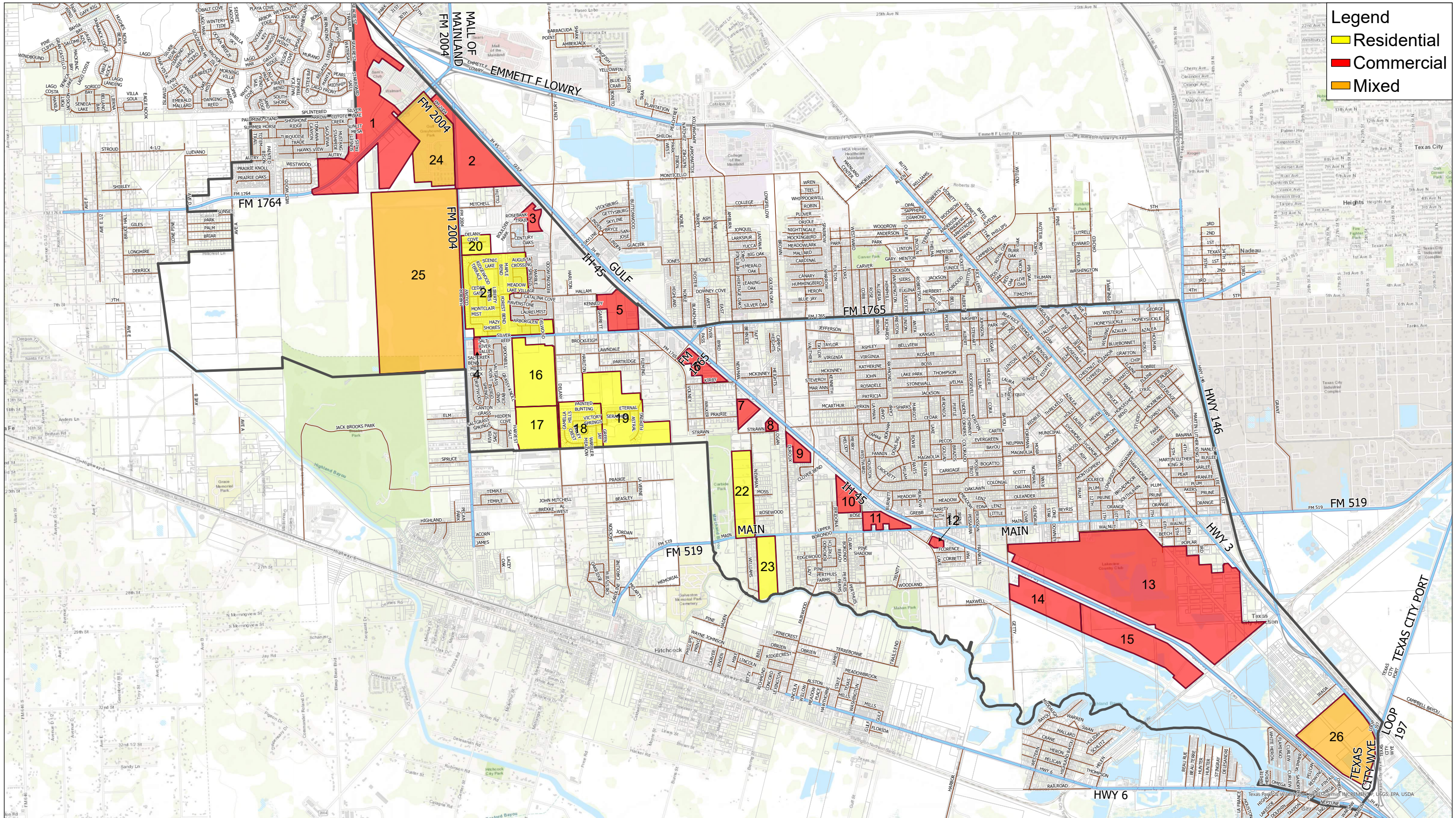
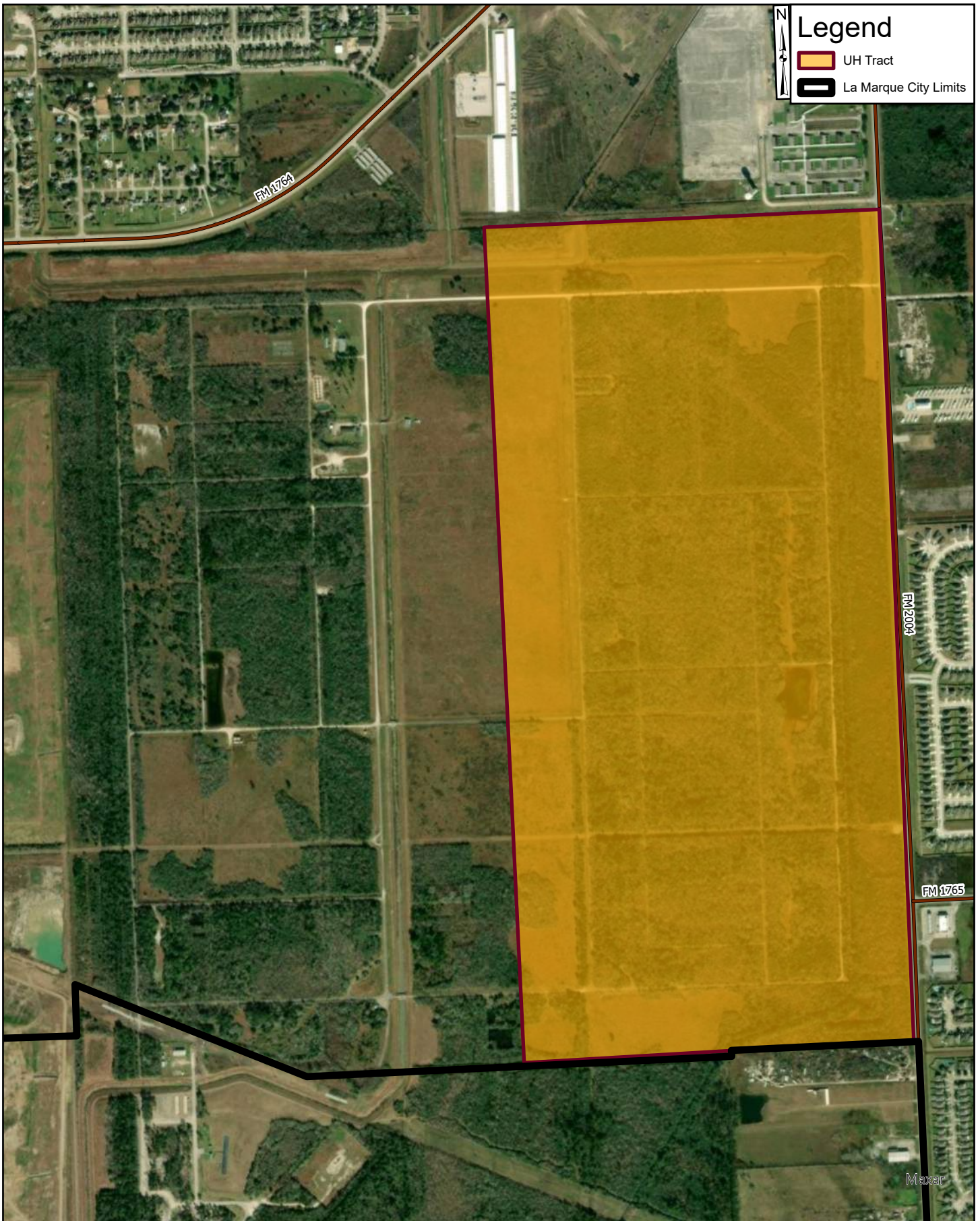
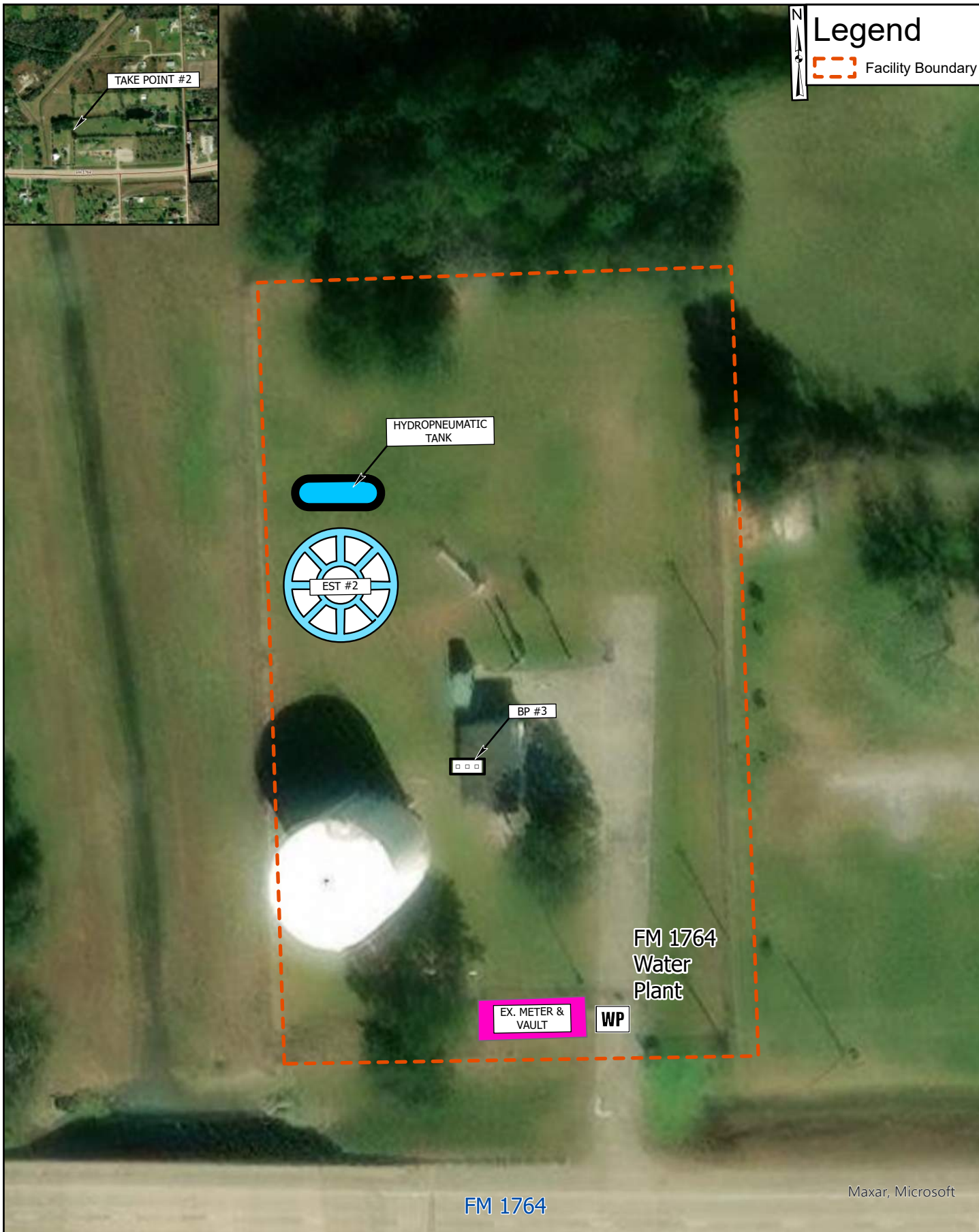


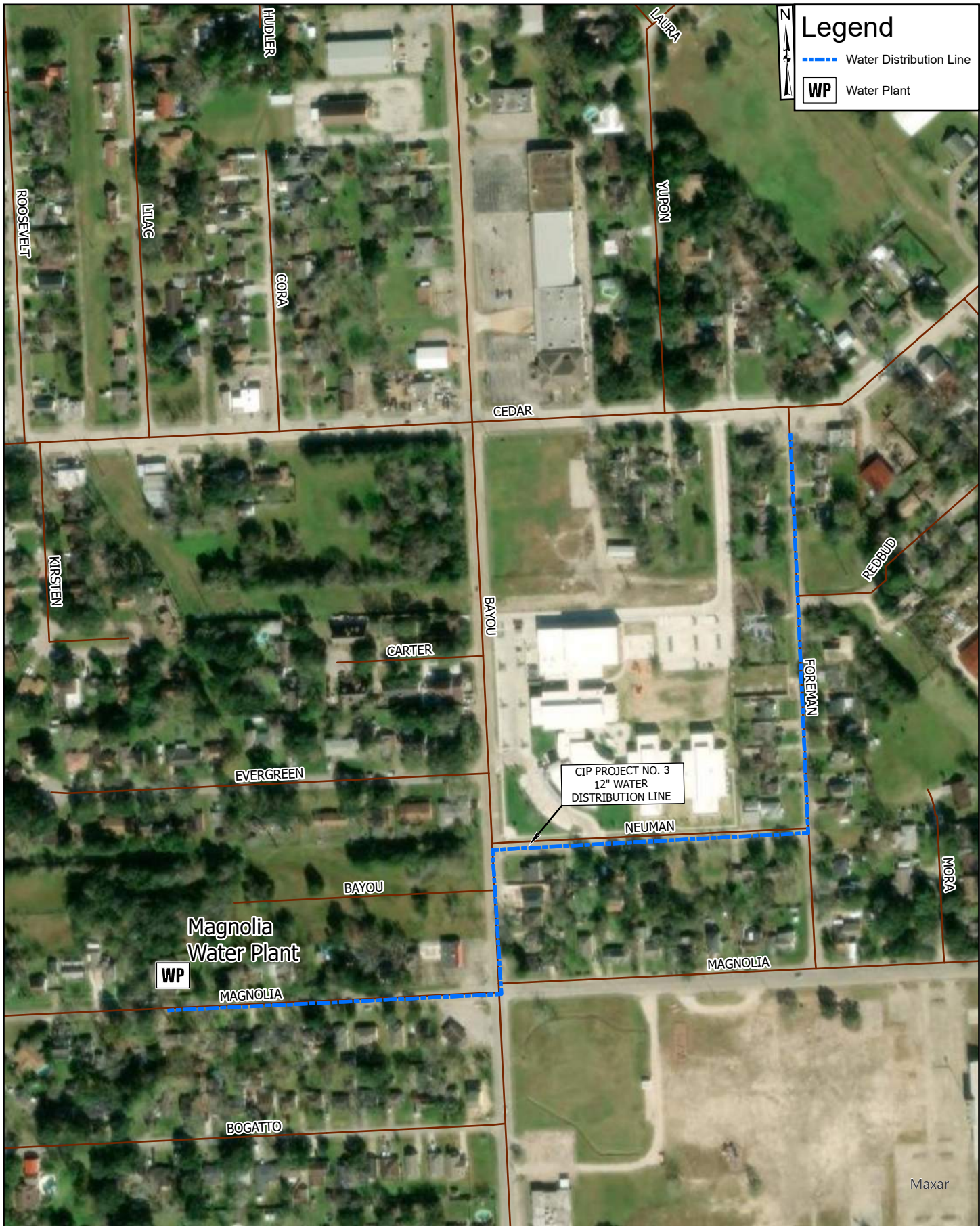
Exhibit D

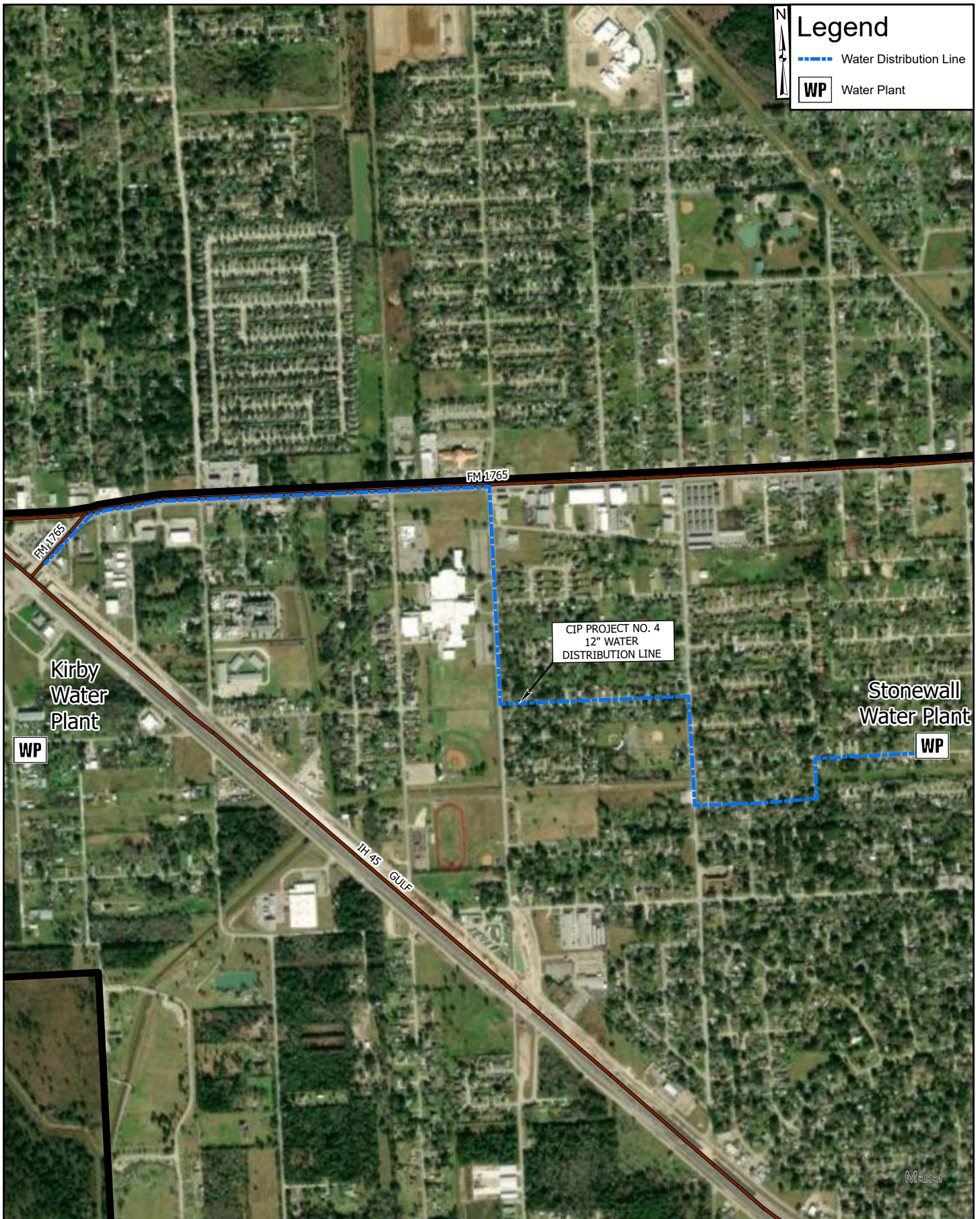
Impact Fee Study

Water Capital Improvement Plan Projects









Legend

--- Water Distribution Line

WP

Water Plant

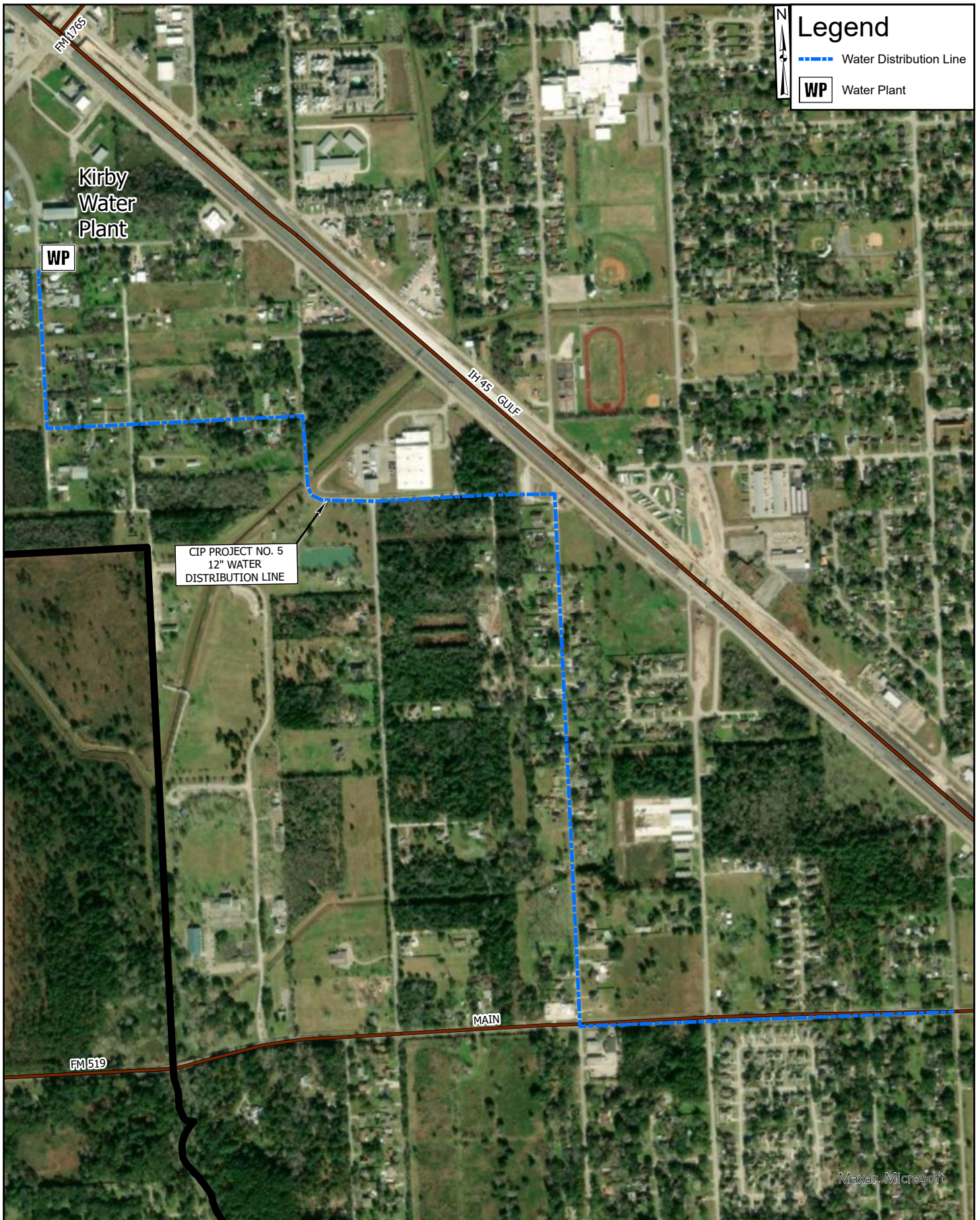
CIP PROJECT NO. 4
12" WATER
DISTRIBUTION LINE

Stonewall
Water Plant

Kirby
Water
Plant

WP

WP



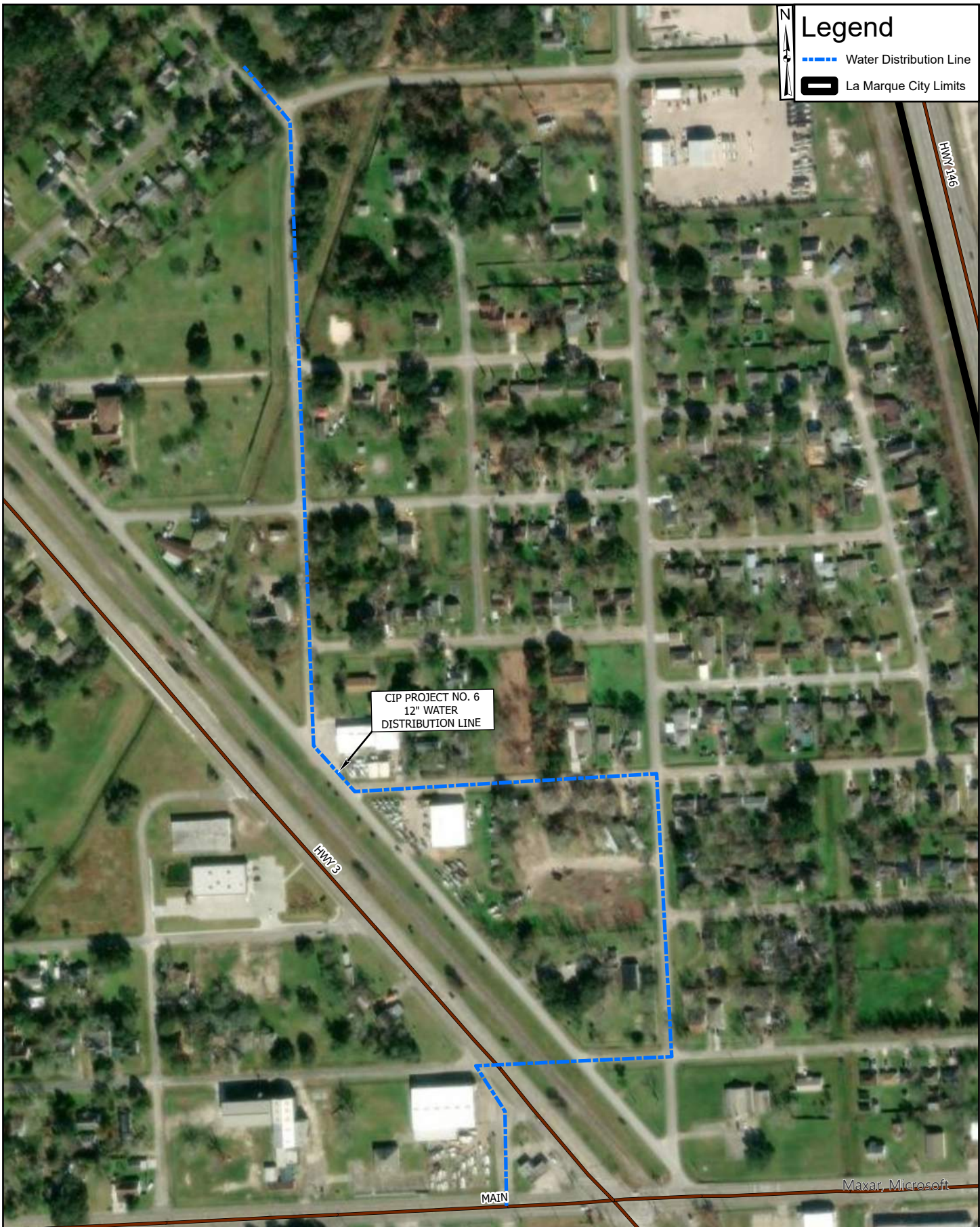
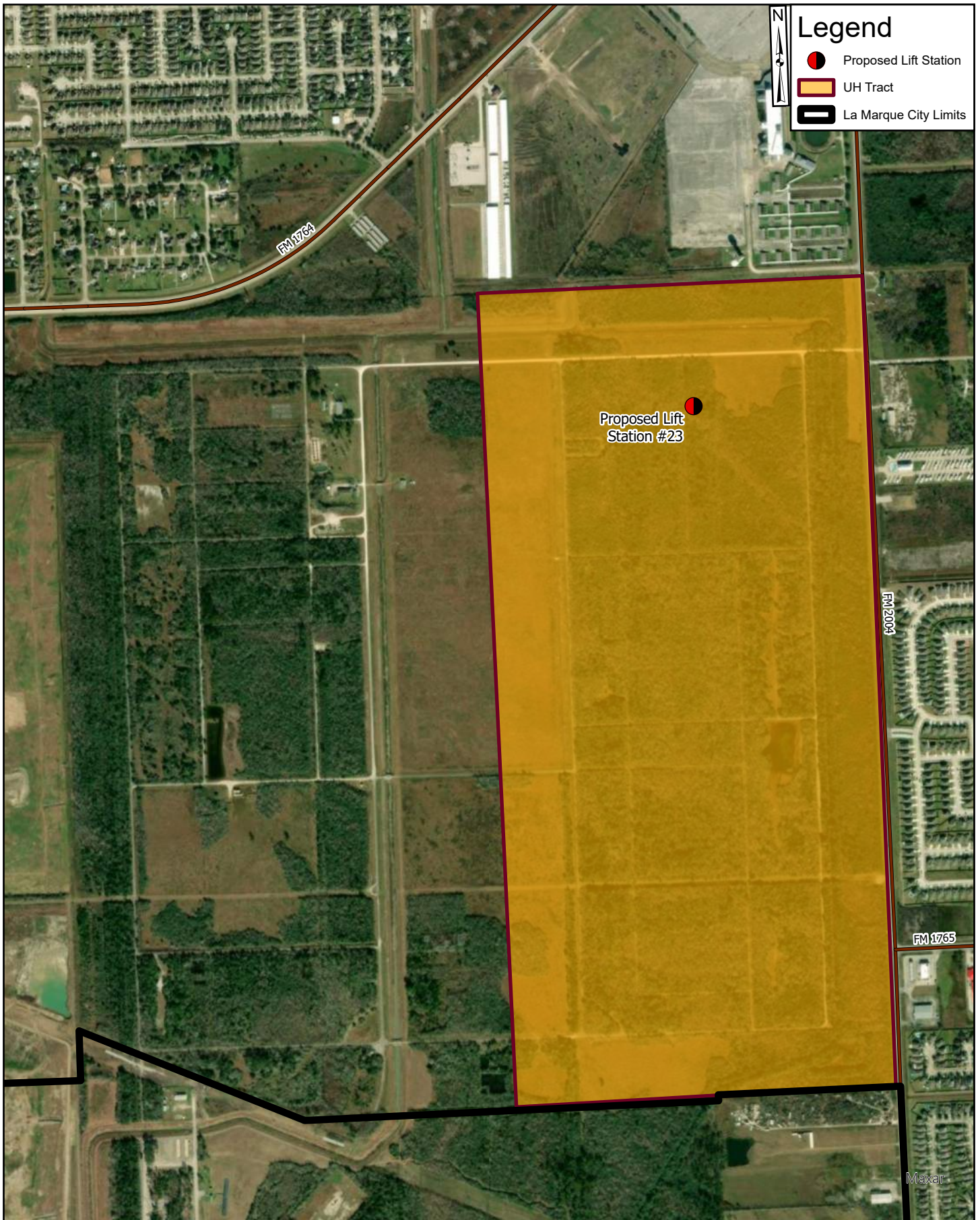


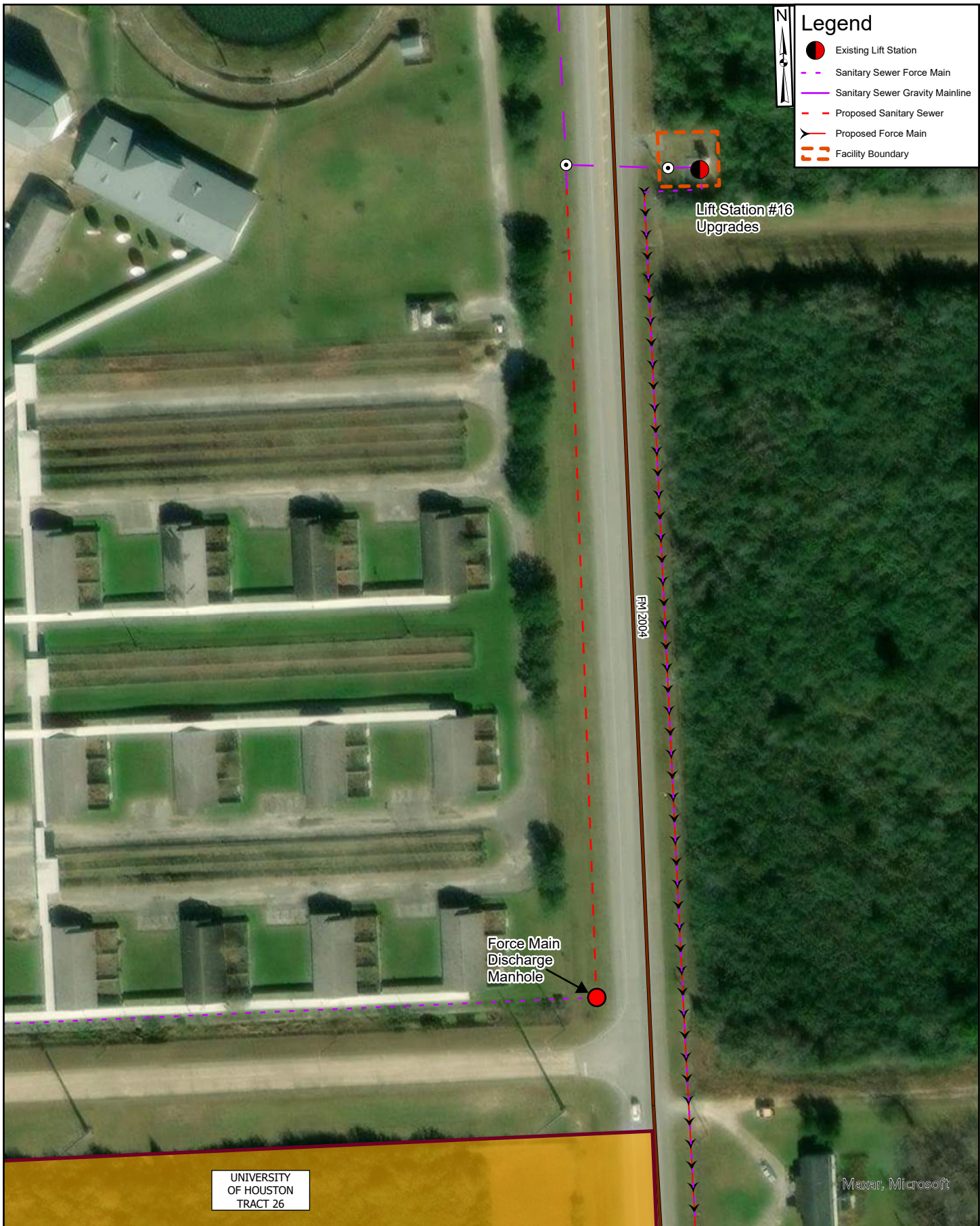


Exhibit E

Impact Fee Study

Wastewater Capital Improvement Plan Projects







APPENDIX A

Impact Fee Study

Water Capital Improvement Plan Projects Cost Estimates

CITY OF LA MARQUE
Impact Fee Study - Water CIP Project No. 1
Cost Estimate

Adico, LLC - Consulting Engineers

Project Name: University of Houston Tract Water Distribution System

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
					ITEM COST
1	6-Inch PVC, C-900	10,000	LF	\$25	\$250,000
2	6-Inch Gate Valve	10	EA	\$1,400	\$14,000
3	Fire Hydrant	20	EA	\$5,000	\$100,000
Subtotal:					\$364,000
Contingency (20%):					\$72,800
Engineering (15%):					\$54,600
Total:					\$491,400

CITY OF LA MARQUE
Impact Fee Study - Water CIP Project No. 2
Cost Estimate

Adico, LLC - Consulting Engineers

Project Name: Elevated Storage Tank at Takepoint #2

				TOTAL
ITEM NO.	DESCRIPTION	QUANTITY	UNIT	ITEM COST
1	Elevated Storage Tank at Takepoint #2	1	LS	\$4,000,000
Subtotal:				\$4,000,000
Contingency (20%):				\$800,000
Engineering (15%):				\$600,000
Total:				\$5,400,000

CITY OF LA MARQUE
Impact Fee Study - Water CIP Project No. 3
Cost Estimate

Adico, LLC - Consulting Engineers

Project Name: 12" Water Distribution Line, Cedar to Magnolia (Phase 1)

					TOTAL
ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	ITEM COST
1	Water Distribution Line Upgrade	1	LS	\$675,784	\$675,784
			Subtotal:		\$675,784
			Contingency (20%):		\$135,157
			Engineering (15%):		\$101,368
			Total:		\$912,308

CITY OF LA MARQUE
Impact Fee Study - Water CIP Project No. 4
Cost Estimate

Adico, LLC - Consulting Engineers

Project Name: 12" Water Distribution Line, Stonewall to IH 45 (Phase 2)

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL ITEM COST
1	Water Distribution Line Upgrade	1	LS	\$2,368,695	\$2,368,695
Subtotal:					\$2,368,695
Contingency (20%):					\$473,739
Engineering (15%):					\$355,304
Total:					\$3,197,738

CITY OF LA MARQUE
Impact Fee Study - Water CIP Project No. 5
Cost Estimate

Adico, LLC - Consulting Engineers

Project Name: 12" Water Distribution Line, Westward to Newman (Phase 3)

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL ITEM COST
1	Water Distribution Line Upgrade	1	LS	\$2,522,021	\$2,522,021
Subtotal:					\$2,522,021
Contingency (20%):					\$504,404
Engineering (15%):					\$378,303
Total:					\$3,404,728

CITY OF LA MARQUE
Impact Fee Study - Water CIP Project No. 6
Cost Estimate

Adico, LLC - Consulting Engineers

Project Name: 12" Water Distribution Line, 12th to Stubbs (Phase 4)

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL ITEM COST
1	Water Distribution Line Upgrade	1	LS	\$2,329,833	\$2,329,833
Subtotal:					\$2,329,833
Contingency (20%):					\$465,967
Engineering (15%):					\$349,475
Total:					\$3,145,275

CITY OF LA MARQUE
Impact Fee Study - Water CIP Project No. 7
Cost Estimate

Adico, LLC - Consulting Engineers

Project Name: 12" Water Distribution Line, 12th Street to Highway 146

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
					ITEM COST
1	12-Inch PVC, C-900	5,763	LF	\$70	\$403,410
2	12-Inch Gate Valve	6	EA	\$3,400	\$20,400
3	Fire Hydrant	12	EA	\$5,000	\$60,000
Subtotal:					\$483,810
Contingency (20%):					\$96,762
Engineering (15%):					\$72,572
Total:					\$653,144

CITY OF LA MARQUE
Impact Fee Study - Water CIP Project No. 8
Cost Estimate

Adico, LLC - Consulting Engineers

Project Name: Water Supply Capacity Purchase

					TOTAL
ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	ITEM COST
1	Capacity	1	LS	\$1,494,675	\$1,494,675
		Subtotal:			\$1,494,675
		Contingency (20%):			\$298,935
		Engineering (15%):			\$224,201
		Total:			\$2,017,811

APPENDIX B

Impact Fee Study

Wastewater Capital

Improvement Plan Projects

Cost Estimates

CITY OF LA MARQUE
Impact Fee Study - Wastewater CIP Project No. 1
Cost Estimate

Adico, LLC - Consulting Engineers

Project Name: University of Houston Tract Development

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL ITEM COST
1	Lift Station	1	LS	\$550,000	\$550,000
2	Generator	1	LS	\$150,000	\$150,000
3	Sanitary Sewer Collection	1	LS	\$750,000	\$750,000
4	6-Inch Forcemain	1	LS	\$56,000	\$56,000
Subtotal:					\$1,506,000
Contingency (20%):					\$301,200
Engineering (15%):					\$225,900.00
Total:					\$2,033,100

CITY OF LA MARQUE
Impact Fee Study - Wastewater CIP Project No. 2
Cost Estimate

Adico, LLC - Consulting Engineers

Project Name: Lift Station #16 Upgrade

				TOTAL
ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE
				ITEM COST
1	Lift Station Upgrade	1	LS	\$375,000
Subtotal:				\$375,000
Contingency (20%):				\$75,000
Engineering (15%):				\$56,250.00
Total:				\$506,250

CITY OF LA MARQUE
Impact Fee Study - Wastewater CIP Project No. 3
Cost Estimate

Adico, LLC - Consulting Engineers

Project Name: Influent Lift Station Modification

				TOTAL
ITEM NO.	DESCRIPTION	QUANTITY	UNIT	ITEM COST
1	Influent Lift Station Upgrades	1	LS	\$1,250,000
Subtotal:				\$1,250,000
Contingency (20%):				\$250,000
Engineering (15%):				\$187,500
Total:				\$1,687,500

CITY OF LA MARQUE
Impact Fee Study - Wastewater CIP Project No. 4
Cost Estimate

Adico, LLC - Consulting Engineers

Project Name: Wastewater Treatment Capacity to Serve 10 Year Projected Growth

					TOTAL
ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	ITEM COST
1	Wastewater Treatment Capacity	1	LS	\$12,600,000	\$12,600,000
			Subtotal:		\$12,600,000
			Contingency (20%):		\$2,520,000
			Engineering (15%):		\$378,000
			Total:		\$15,498,000



CITY COUNCIL AGENDA FORM

Meeting Date: October 14, 2024

Agenda Item: 8.I.

Prepared by: _____

Reviewed by: _____

Department: City Clerk

AGENDA ITEM DESCRIPTION:

Amending Section 44-23 of the City of La Marque, Code of Ordinances

STAFF BRIEFING:

This revision proposes to revise the current ordinance to clarify that a person convicted of a sexual offense that requires them to register as a "sex offender" does not have to relocate their residency if they currently reside within 2,000 feet of the prohibited areas that have children present. However, should they move/relocate their residency, their subsequent residence must align with the protocols established by the ordinance.

HISTORY:

The current ordinance was somewhat vague on this matter and was open to interpretation. The current revision, compiled by City Attorney Gus Knebel, should remedy the concerns noted with the current ordinance.

FISCAL IMPACT:

N/A

ORDINANCE NO. O-2024-0021

AN ORDINANCE AMENDING SECTION 44-23 OF THE CITY OF LA MARQUE, CODE OF ORDINANCES; PROVIDING FOR A PUBLIC HEARING; AND PROVIDING FOR AN EFFECTIVE DATE

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS, THAT:

Section 1. Section 44-23 of the City of La Marque, Code of Ordinances is amended to read as follows:

Sec. 44-23. Regulation of sex offender residency.

- (a) *Finding and intent.* The foregoing recitals are hereby found to be true and correct and are hereby adopted by the city council and made a part hereof for all purposes as findings of fact. Further, the city council finds that convicted sex offenders use physical violence and present an extreme threat to the health, safety and welfare of our citizens. Sex offenders are likely to use physical violence, to repeat an offense, to have many more victims than are ever reported, and to be prosecuted for only a fraction of their actual sexual offenses. In most cases their victims lack the ability to protect themselves, therefore additional measures should be taken to keep known sex offenders from having access to children in areas where children generally feel safe.
- (b) *Definitions.* The following words, terms, and phrases when used in this section, shall have the meanings ascribed to them in this subsection, unless the context of their usage clearly indicates another meaning.

Permanent residence means a place where the person abides, lodges or resides for 14 or more consecutive days.

Temporary residence means a place where the person abides, lodges or resides for a period of 14 or more days in the aggregate during any calendar year and which is not the person's permanent address, or a place where the person routinely abides, resides or lodges for a period of 4 or more consecutive or nonconsecutive days in any month and which is not the person's permanent residence.

Sex Offender means a person required to register on the Texas Department of Public Safety's Sex Offender Database.

- (c) *Sex offender residency prohibition; penalty; and exceptions.*

- (1) ~~If a person is required to register on the department of public safety's sex offender database because of a violation it is unlawful for that person to~~A Sex Offender shall not establish a permanent residence or temporary residence within 2,000 feet of any premise where children commonly gather, including a playground, school, day care ~~facility~~center, video arcade facility, public or private youth center, public swimming pool, or church, as those

terms are defined in Article Sections 341.064 and 481.134 of the Health and Safety Code of the State of Texas and Section 42.002 of the Human Resources Code of Texas. It shall be prima facie evidence that this chapter applies to such person if the person's record appears on the database and the database indicates that the person is a convicted sex offender.

- (2) For the purpose of determining the minimum distance separation, the requirement shall be measured by following a straight line from the outer property line of the permanent or temporary residence to the nearest property line of the premises where children commonly gather, as described herein, or in the case of multiple residences on one property, measuring from the nearest wall of the building or structure occupied or the parking/driveway, which ever is closer to the nearest property line of the premises where children commonly gather, as described herein.
- (3) Penalty. Any person violating a provision of this section shall be guilty of a misdemeanor, and upon conviction shall be subject to a fine in accordance with the general penalties set forth in section 1-7 of the Code of Ordinances.
- (4) Exceptions. Nothing in this section shall be interpreted to modify or reduce the state's child safety ban. A person, as described in subsection (1), residing within 2,000 feet of those places where children commonly gather does not commit a violation of this chapter if any of the following apply:
 - a. The person established the permanent or temporary residence and has complied with all the sex offender registration laws of the state, prior to the date of the adoption of this section.
 - b. The premises where children commonly gather, as specified herein, within 12,000 feet of the person's permanent or temporary residence was opened after the person established the permanent or temporary residence and complied with all sex offender registration laws of the state.
 - c. The person proves that the information on the database is incorrect and that, if corrected, this chapter would not apply to the person.
 - d. The person is a minor; or
 - e. The person was a minor when he or she committed the offense and was not convicted as an adult.

(d) *Property owners prohibited from renting real property to sex offenders; penalty.*

- (1) It is unlawful to let or rent any place, structure or part thereof, manufactured home, trailer, or other conveyance, with the knowledge that it will be used as a permanent residence or temporary residence by any person prohibited from establishing such permanent residence or temporary residence pursuant to the terms of this chapter, if such place, structure or part thereof, manufactured home, trailer, or other conveyance is located within 2,000 feet, as defined in section (c)(2), of any premises where children commonly gather, including a playground, school, day care facility,

video arcade facility, public or private youth center, public swimming pool, or church, as those terms are defined in Article Sections 341.064 and 481.134 of the Health and Safety Code of the State of Texas and Section 42.002 of the Human Resources Code of Texas.

- (e) *Penalty.* Any person, firm or corporation violating a provision of this section shall be guilty of a misdemeanor, and upon conviction shall be subject to a fine in accordance with the general penalties set forth in section 1-7 of the Code of Ordinances.

Section 2. Severability. In the event any clause, phrase, provision sentence, or part of this Ordinance or the application of the same to any person or circumstance for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it is the intention of the City Council that the invalidity or unconstitutionality of the one or more parts shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision other than the part declared to be invalid or unconstitutional; and the City Council of the City of La Marque, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

Section 3. Publication and Effective Date. This Ordinance shall be effective thirty days after final passage by City Council, a public hearing in accordance with Section 2.19 of the City Charter, and publication of this ordinance or a caption that summarizes the purpose of this ordinance.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of La Marque on First Reading this ____ day of _____, **2024**; and

PASSED, APPROVED, AND ADOPTED by the City Council of the City of La Marque on Second and Final Reading this ____ day of _____, **2024**.

***** SIGNATURES ON NEXT PAGE *****

CITY OF LA MARQUE, TEXAS

Keith Bell, Mayor

ATTEST:

Kierra Nance, TRMC, City Clerk

APPROVED AS TO FORM:

Gus Knebel, Consulting City Attorney



CITY COUNCIL AGENDA FORM

Meeting Date: October 14, 2024

Prepared by: Rick Sailler

Department: Public Works

Agenda Item: 8.II.

Reviewed by: Kierra Nance

AGENDA ITEM DESCRIPTION:

Authorizing an Intent to Apply for the FY25 Texas Water Development Board (TWDB) Clean Water State Revolving Fund (CWSRF) Loan

STAFF BRIEFING:

- The Public Works Department previously submitted a Project Information Form (PIF) to TWDB through the Clean Water SRF Loan Program for design and construction of sanitary sewer (SS) projects to reduce inflow and infiltration (I&I) into our SS Collection System, which creates SS Backups for property owners and SS Overflows (SSO) into the environment.
- The City has been cited by the Texas Commission on Environment Quality (TCEQ) for multiple SSO incidents, which are violations of our Wastewater Discharge Permit, issued by the TCEQ under the National Pollutant Discharge Elimination Program, administered by the Environmental Protection Agency (EPA), created in 1972, as part of Clean Water Act (CWA)
- The PIF, in the amount of \$11M, was submitted for projects which were intended to be completed through the current SS I&I Reduction Project, (funded through the U.S. Housing & Urban Development (HUD) Community Development Block Grant Mitigation (CDBG-MIT) program/ administered by the Texas General Land Office (GLO), but will not be completed due inflationary costs of the original project scope.
- The PIF project will continue rehabilitation of the manholes and SS pipeline replacement or Cured-in-Place-Pipe (CIPP) lining in the eastern section of the City.
- The City was recently notified that the Project was added to the 2025 Intended Use Plan (IUP) for funding opportunity.
- The attached document - Intent to Apply - is required to be sent to TWDB by October 15, 2024.
- The Intent to Apply only confirms that the City is prepared and plans to submit an application for a CWSRF Loan.
- The specifics of the loan will be provided after the application is submitted, and the City can move forward with funding or delay to a future date or could decide not to proceed with the funding opportunity. It is possible that some percentage of the loan could be approved for forgiveness based on the Green Project Reserve Status.
- The Public Works Department is currently processing a CWSRF loan application in the amount of \$10M through the FY24 IUP administered by the TWDB.

- The \$21M total amount will provide the necessary funding to complete the required SS rehabilitations to meet our obligations under the TCEQ and the EPA regulations.

HISTORY:

Feb 2024 - Project Information Form (PIF) submitted to TWDB for FY25 IUP

FISCAL IMPACT:

An \$11M loan at a 2.5% interest rate is \$700,000 per year using a 20-yr payment plan; using a base of 7500 customers, the annual payment is \$93 or \$7.80 per month (\$0.25 per day). *Extending to a 30-yr payment plan, the annual payment reduces to \$522K with a monthly customer fee of \$5.80 or \$0.19 per day.*



P.O. Box 13231, 1700 N. Congress Ave.
Austin, TX 78711-3231, www.twdb.texas.gov
Phone (512) 463-7847, Fax (512) 475-2053

Official Electronic Mail Sent Via Email. No hard copy to follow.

September 16, 2024

Mr. Rick Sailler
Director of Public Works
City of La Marque
r.sailler@cityoflamarque.org

**Re: State Fiscal Year 2025 Clean Water State Revolving Fund (CWSRF)
Application Invitation**

Dear Mr. Sailler:

Congratulations! We are pleased to notify you that the City of La Marque is hereby invited to submit an application for funding through the Texas Water Development Board's (TWDB) Clean Water State Revolving Fund.

Your project is listed in the Intended Use Plan (IUP) as being eligible to receive funding as shown below:

Project Description	Sanitary Sewer I&I Reduction
Eligible Phases	Planning Design & Construction
Project Information Form Number	15698
Eligible Project Cost	\$11,240,000

The maximum loan/bond commitment amount a project may receive under the SFY 2025 IUP is \$60 million. The maximum amount of principal forgiveness that may be committed to a project under the SFY 2025 IUP from all funding options is \$10 million.

Principal Forgiveness Eligibility

Your project has been identified as eligible for principal forgiveness. This eligibility is subject to funding availability and the amount, depending on the funding option, may be dependent on others who may elect to apply. Final principal forgiveness eligibility is determined following a detailed review of the full application budget and will be documented in a Funding Determination Letter prior to the Board taking formal action on the funding request.

Our Mission	Board Members
Leading the state's efforts in ensuring a secure water future for Texas	Brooke T. Paup, Chairwoman L'Oreal Stepney, P.E., Board Member Bryan McMath, Executive Administrator

Asset Management Funding Option

If you indicated in your PIF that you will be preparing an asset management plan as part of your project, you may be eligible for up to \$100,000 in loan funding with an interest rate of 0% to prepare the plan under the CWSRF Program. Please ensure you mention the asset management plan in your project scope and include funds for these activities in your application budget, if interested.

Required Documentation and Deadlines

To be considered for funding under the SFY 2025 CWSRF Program, please follow the requirements stated below:

- (1) **You must submit your Intent to Apply form to CWSRF@twdb.texas.gov by 5:00 P.M., CST on October 15, 2024.** If you fail to fully complete and submit the Intent to Apply Form by the deadline, your project will not be considered for funding. This will allow the TWDB to invite in rank order additional projects on the lists if an invited entity does not wish to pursue SRF funding for their project at this time.
- (2) If you intend to apply, **your complete application must be received by TWDB no later than 5:00 P.M., CST on November 13, 2024.** Applications will not be accepted after the deadline. We encourage you to submit your application before the deadline, which will allow us to begin a review of your application earlier. Application materials, such as, submittal instructions, guidance documents, frequently asked questions, and a link to our online application portal may be found on our website at www.twdb.texas.gov/financial/applications/.
- (3) **A pre-application meeting is required** for all CWSRF projects to ensure that the applicant and the corresponding TWDB staff discuss the project and ask initial questions prior to the application being submitted.

If you submit an Intent to Apply, please contact Ms. Diana Sanchez by phone at 512-475-1554 or by e-mail at Diana.Sanchez@twdb.texas.gov to schedule a pre-application meeting with [WSI-RWPD-Team 4](#). She will be able to assist you with scheduling a meeting prior to your submission of the application.

To assist you in being successful, please take note of the following tips and reminders which are based on TWDB's experience reviewing prior SRF applications:

- Applicants that will be requesting a SRF loan will most likely be selling bonds to the TWDB. As such, a financial advisor and bond counsel will be required. We highly encourage you to engage these consultants prior to submitting the application and follow the [DBE requirements](#) (equivalency only) if you seek to fund their work using SRF monies.
- Be sure any changes to the project amount are reflected in both the Intent to Apply Form and the application budget.
- For bond purposes only, TWDB SRF loan amounts must be rounded up to the nearest \$5,000. Please round up any loan numbers in the application budget and

Mr. Rick Sailer
September 16, 2024
Page 3

confirm the dollar amounts with your TWDB project team before passing resolutions to minimize adjustment during the review period.

We look forward to working with the City of La Marque on its SRF project and are committed to providing excellent customer service and prompt responses to any questions as you complete your application. Should you have any questions or concerns, please contact Moises Madrid, Clean Water Coordinator, by phone at (512) 475-1645 or by email at CWSRF@twdb.texas.gov.

Sincerely,



Marvin Cole-Chaney
Director, Program Administration and Reporting
Water Supply and Infrastructure

Attachment: Intent to Apply Form

cc: Mr. Dinh Ho, P.E., Adico, LLC, dinh@adico-llc.com
Nancy Richards, Team Manager; wsj-rwpd-team4@twdb.texas.gov



Clean Water State Revolving Fund SFY 2025

Intent to Apply

Instructions

Please indicate your intention to apply for funding from the Clean Water State Revolving Fund (CWSRF) in the amount listed in the [CWSRF 2025 IUP](#).

Deadline to submit your Intent to Apply is October 15, 2024.

Submit this document as an attachment to CWSRF@twdb.texas.gov.

Failure to return this form by the deadline will be considered as no intention to apply and your project will not be considered for funding.

General Information

PIF #: Click or tap here to enter text.

Entity (Applicant) Name: Click or tap here to enter text.

Project Name: Click or tap here to enter text.

Intent to Apply

Entity intends to submit an application for this project: ☐ Yes ☐ No

Requested funding amount appearing in SFY 2025 CWSRF Intended Use Plan is confirmed:

☐ Yes ☐ No

If "No" above, please explain in the space provided below. Please note that due to limited program capacity, only decreases in requested funding amount may be considered. TWDB staff may contact you to follow up on any requested adjustments:

Click or tap here to enter text.

Click or tap here to enter text.

Signature

Click or tap here to enter text.

Title

Click or tap here to enter text.

Printed

Email Address



**Texas Water Development Board
Clean Water State Revolving Fund
Project Information Form Rating Report**

Authority: La Marque			
PIF #:	15698	Program:	CWSRF
PPL Year:	2025		
Related PIFs:			
Project Name: Sanitary Sewer I&I Reduction			
Project Type: POTW		Project Phase: Planning Design & Construction	
Project Description: Perform CCTV and pipeline replacement or CIPP pipeline rehabilitation to reduce Inflow and Infiltration into the sanitary sewer system.			

	Start Date	Completion Date	Phase Cost
Planning:			\$240,000.00
Acquisition:			\$0.00
Design:			\$800,000.00
Est. Construction:	07/01/2025	12/31/2025	\$10,200,000.00

Green Project: Yes-BC
Green Amount: \$10,000,000.00

Project Rating:

Criteria	Answer	Score
Sec. 212 - Is the work required by a schedule that is imposed by court order, EPA administrative order, TCEQ enforcement order, or participation in SSO Initiative?	SSO Plan	20.00
Sec. 212 - Does the project involve extending service (centralized or alternative system) to populated areas of an existing developed community that are not served by a centralized collection system?	No	0.00
Sec. 212 - Has a public health official found that a nuisance dangerous to public health and safety exists resulting from water supply and sanitation problems in the area to be served by the project?	No	0.00
Sec. 212 - Is a water body impacted by the proposed project listed in a Watershed Protection Plan that is under development or has been accepted by the TCEQ or TSSWCB?	No	0.00
Sec. 212 - Will the project include innovative or alternative types of collection or treatment technology?	No	0.00
Sec. 212 - Does the project involve more stringent permit limitations?	No	0.00
Sec. 212 - Does the project result in regionalization? (See specific criteria)	No	0.00
Sec. 212 - Will a majority of the funds being requested from the SRF for the project be used to implement measures to reduce the demand for publically owned treatment works capacity through water conservation, efficiency, or reuse?	Yes	5.00
Sec. 212 - For a qualified nonprofit, will a majority of the funds being requested from the SRF for the project be used to assist owners and operators of small and medium POTWs?	No	0.00
Sec. 212 - Does the proposed project involve a facility that requires expansion of its hydraulic capacity or removal of extraneous flow?	% permitted capacity is ≥ 65% and < 75% and proj. improves problem	15.00
Sec. 212 - The proposed project impacts a water body that does not meet applicable water quality standards. (refer to water bodies listed as Category 4a, 5a, 5b, or 5c in the latest Watershed Action Planning Strategy Table).	Priority 5a	40.00
Sec. 319 - Has a public health official found that a nuisance dangerous to public health and safety exists resulting from water supply and sanitation problems in the area to be served by the proposed project?	N/A	0.00
Sec. 319 - Does a threat exist to an aquifer or groundwater that may be impacted by the proposed project?	N/A	0.00



**Texas Water Development Board
Clean Water State Revolving Fund
Project Information Form Rating Report**

Sec. 319 - Is a water body impacted by the proposed project listed in a Watershed Protection Plan that is under development or has been accepted by the TCEQ or TSSWCB?	N/A	0.00
Sec. 319 - The proposed project impacts a water body that does not meet applicable water quality standards. (refer to water bodies listed as Category 4a, 5a, 5b, or 5c in the latest Watershed Action Planning Strategy Table).	N/A	0.00
Sec. 319 - Does the project include stream bank restoration or contain elements of Low Impact Development, such as vegetated filter strips, bio-retention, rain gardens, or porous pavement?	N/A	0.00
Sec. 320 - Does the project restore, protect, and enhance coastal natural resources?	N/A	0.00
Sec. 320 - Does the project improve water quality?	N/A	0.00
Sec. 320 - Does the project enhance public access?	N/A	0.00
Sec. 320 - Does the project improve onshore infrastructure and environmental management?	N/A	0.00
Sec. 320 - Does the project mitigate erosion and stabilize shorelines?	N/A	0.00
Sec. 320 - Does the project educate the public on the importance of coastal natural resources?	N/A	0.00
All Proj. - Will a majority of the funds being requested from the SRF for the project be used to implement innovative approaches to manage, reduce, treat, or recapture stormwater or subsurface drainage water?	No	0.00
All Proj. - Will a majority of the funds being requested from the SRF for the project be used to implement reuse or recycling wastewater, stormwater, or subsurface drainage water? If yes, please explain.	No	0.00
All Proj. - In the past 5 years, has an asset management plan been adopted by the entity's governing body?	No	0.00
All Proj. - Is the entity planning to prepare an asset management plan as part of the proposed project?	Yes	1.00
All Proj. - Has asset management training been administered to the entity's governing body and employees?	No	0.00
All Proj. - Does the proposed project address specific targets, goals, or measures in a water conservation or drought contingency plan that has been adopted by the entity's governing body within the past 5 years?	No	0.00
All Proj. - Does the proposed project address specific goals in a system-wide or plant-wide energy assessment, audit, or optimization study that has been conducted within the past three years?	No	0.00
All Proj. - Does the proposed project implement elements contained in a state or regional water plan, integrated water resource management plan, regional facility plan, regionalization or consolidation plan, or TMDL implementation plan?	No	0.00
All Proj. - Entity qualifies as a disadvantaged community.	No	0.00
All Proj. - Entity previously received TWDB planning, acquisition, and/or design funds for this project.	No	0.00
Rating:		81.00



CITY COUNCIL AGENDA FORM

Meeting Date: February 26, 2024

Prepared by: Rick Sailler

Department: Public Works

Agenda Item: 10.VI.

Reviewed by: _____

AGENDA ITEM DESCRIPTION:

Submission of PIF to TWDB for sanitary sewer repairs using CWSRF loan program

STAFF BRIEFING:

- The City recently submitted a loan application request to TWDB for \$10M through the CWSRF Program.
- The City was selected by TWDB to submit the request based on the Project Scope of the project.
- The Public Works Department and TWDB recommend that we submit a similar PIF for the 2025 CWSRF Program, in case the current application does not meet specific requirements; by doing so, the Project will remain in the TWDB CWSRF Intended Use Plan (IUP) for the 2025 funding cycle. There is no commitment by the City to move forward with the 2025 PIF submittal if the 2024 loan application is accepted. .

HISTORY:

March 2023 - PIF submitted to TWDB for 2024 CWSRF funding opportunity in the amount of \$10M for sanitary sewer improvements.

October 2023 - TWDB published the 2024 Intended Use Plan (IUP)

Decemeber 2023 - TWDB invitation to apply for CWSRF and DWSRF for 2025 Fiscal Year

January 2024 - Loan application was submitted to TWDB for a \$10M Sanitary Sewer Project

FISCAL IMPACT:

None at this time. (the estimated annual payment on a \$10M - 20-yr loan @ 2.15% interest is \$600K)

Clean and Drinking Water State Revolving Funds Project Priority Invitation State Fiscal Year 2025

The Texas Water Development Board (TWDB) invites entities to submit information on projects to be included in the upcoming state fiscal year's State Revolving Fund programs' "General Activities" Intended Use Plans.

Project Information Forms must be received by 11:59 p.m. CST on Friday, March 1, 2024.

To be included in the initial Project Priority List for **State Fiscal Year (SFY) 2025**, entities must submit a completed Project Information Form (PIF) one of two ways:

- 1) via TWDB's [Online Loan Application \(OLA\)](#) system, or
- 2) by emailing the [Microsoft Word version](#) of the PIF to CWSRF@twdb.texas.gov or DWSRF@twdb.texas.gov, respectively.

PIFs submitted last year must be updated to be included in the SFY 2025 Intended Use Plan project priority lists. You may update your PIF in OLA or submit updated forms via email.

For assistance in completing your PIF, watch the "[How to fill out a Project Information Form](#)" webinar and/or review the **SRF Project Information Form Guidelines** found on our website under Project Information Forms & Guidance.

The Clean and Drinking Water State Revolving Funds financial assistance programs help communities save money by providing cost-effective funding for wastewater and water infrastructure projects. Entities that use these programs achieve substantial savings by receiving below-market interest rates and, in some instances, principal forgiveness. Principal forgiveness may be available for entities that qualify as disadvantaged communities or small/rural disadvantaged systems, for projects with green components, for urgent need situations, or for Very Small Systems.

In 2023, the 88th Texas Legislature passed Senate Bill (SB) 28 and Senate Joint Resolution (SJR) 75 providing for the creation of the Texas Water Fund. In addition, SB 30 authorized a one-time, \$1 billion supplemental appropriation of general revenue to the Texas Water Fund, contingent on enactment of SB 28 and approval of SJR 75 by voters. The supporting constitutional amendment (Proposition 6) was approved by voters on November 7, 2023.

The TWDB is currently in the process of planning for how the supplemental appropriation will be distributed to financial assistance programs. Projects from the State Revolving Fund (SRF) Project Information Form (PIF) solicitation are eligible to receive this appropriation. As such, TWDB encourages water and wastewater systems to submit PIF's that include projects that meet the priorities stated in the legislation, specifically **water conservation strategies** and **water loss mitigation projects**.

For assistance regarding the Clean and Drinking Water State Revolving Fund programs, please contact Heather O'Keefe at 512-475-1835. You can also email the respective programs at CWSRF@twdb.texas.gov or DWSRF@twdb.texas.gov.

PIF Estimated Costs - #1766007

Entity Name: La Marque

New Entity Name: null

Project Name: Sanitary Sewer I&I Reduction

Report generated by: TWDB4WVPRODOLA3\$, Wed Mar 01 08:13:54 CST 2023

Please review the estimated costs below, then sign and upload.

Signature

[Handwritten Signature]



Seeking planning funding Y

Seeking acquisition funding N

Seeking design funding N

Seeking construction funding N

Cost Category	(a) Planning	(b) Acquisition	(c) Design	(d) Construction	(e) Total (a)+(b)+(c)+(d)
POTW Project: Treatment Project	\$0	\$0	\$0	\$0	\$0
POTW Project: Collection Project	\$0	\$0	\$0	\$8,900,000	\$8,900,000
NPS Project	\$0	\$0	\$0	\$0	\$0
Estuary Management Project	\$0	\$0	\$0	\$0	\$0
Engineering	\$200,000	\$0	\$730,000	\$150,000	\$1,080,000
General, Legal, Financial	\$20,000	\$0	\$0	\$0	\$20,000
Contingency	\$0	\$0	\$0	\$0	\$0
Other (Describe Cost)	\$0	\$0	\$0	\$0	\$0
Subtotal (Add all rows above)	\$220,000	\$0	\$730,000	\$9,050,000	\$10,000,000
Financing from Local Funds	\$0	\$0	\$0	\$0	\$0
Financing from Other Funds	\$0	\$0	\$0	\$0	\$0
Subtotal, SRF-Funded Amount	\$220,000	\$0	\$730,000	\$9,050,000	\$10,000,000



Logged in as [r.sailer@cityoflamarque.org](#) | [Logout](#)

* Return to previous screen

General Information

- Intro
- Application Roles
- General Info
- Legal Authority
- Funding Program
- Associated PIF(s)*

Project Description

- Project Location
- Project Type
- Other Funding Sources
- Primary Contact
- Officers & Members
- Consultants

Legal

- Resolution and Affidavit
- Parity of Debt, CCN, & Enforcement
- Pledge
- Legal Documents

Engineering/Environmental

- Feasibility Report
- Project Schedule
- Planning Information
- Cost Estimate
- Water Availability

General Information - Project Description

Project Need. Description of Project Need (for example, is the project need compliance issue, avoid potential compliance issues, extend service, expar

The City currently has 4-5 times increase in flow during wet weather conditions, which overloads rain water into the system causing multiple SSO conditions. We are currently completing some pipeline restoration, but need to perform much more work. It is our intention to reduce SSO over the next 5-10 years by sealing the system and controlling or stopping Inflow and Infiltration.

We will also complete an Asset Management Program with this project, covering all facilities such as lift stations and the WWTP (currently under redesign and expansion) and the Collection System

Project Description. Description of Project, including a bulleted list of proj and alternatives considered (including existing facilities).

Pipelines in the older section of the City are constructed of Vitrified Clay Pipe (VCP) or older cast material. The Project will perform CCTV inspection in 10 miles of pipeline, and either repair by Cured-in-place-pipe technology or replace if needed.



**CITY OF LA MARQUE
CITY COUNCIL
REGULAR AGENDA
of
February 26, 2024**

Notice is hereby given that the City Council of the City of La Marque, Texas will conduct a **Regular Meeting** on **February 26, 2024**, beginning at **6:00 PM** in the **Council Chambers** at **1109-B Bayou Road La Marque, Texas as well as via videoconference hosted through Zoom** (<https://councilzoom.cityoflamarque.org>). In accordance with Section 551.127(b) of the Texas Local Government Code the presiding officer and a quorum of the La Marque City Council intend to be and will be physically present at 1109-B Bayou Road, La Marque, Texas. This location will be open to the public and the meeting will be broadcast at this location, on Channel 16, and via YouTube (<https://www.youtube.com/watch?v=L6G8ypjyEDo>).

The Council will meet for the purpose of considering the following agenda:

1. CALL MEETING TO ORDER
2. ROLL CALL
3. INVOCATION AND PLEDGE OF ALLEGIANCE
4. PRESENTATIONS
 - 4.I. Proclamation - Black History Month
 - 4.II. Proclamation - Mainland Pawn Shop
5. CITIZENS PARTICIPATION
LIMITED TO THREE MINUTES PER PERSON

Comments from the public will be heard at this time. Any person with city-related business who has signed up may speak to Council (limited to three (3) minutes). If wishing to speak give the Mayor or presiding officer your full legal name and the item you wish to speak about. In compliance with Texas Open Meeting Act, the City may not deliberate on comments. Personal attacks will not be allowed, and personnel matters should be addressed to the City Manager during normal business hours. *Press *6 to mute or unmute if you are participating by telephone, press the unmute button if attending via zoom on a smartphone, tablet or computer, or stand if attending in person, and the mayor will call on you in turn.*

6. MINUTES

6.I. Special City Council Minutes 02.06.2024

7. PUBLIC HEARINGS

Conduct Public Hearing to hear public input on:

7.I. 2023 Land Use Assumption and Capital Improvements Plan

The updated Land Use Assumptions and Capital Improvements Plan for the 2023 Impact Fee Study

7.II. Ordinance No. O-2024-0003

Making a change to the Code of Ordinances concerning the terms of various boards and commissions

8. OLD BUSINESS

8.I. Ordinance No. O-2024-0003

Making a change to the Code of Ordinances concerning the terms of various boards and commissions

THIS IS THE SECOND AND FINAL READING

8.II. Proposed Ordinance

Issuing a Conditional Use Permit for construction of a data storage facility and showroom located at Galveston County Property ID #752487

THIS ITEM WAS TABLED 02.12.2024

8.III. 2023 Land Use Assumptions and Capital Improvement Plans

Discussion/ possible action regarding the 2023 Land Use Assumptions and Capital Improvement Plans for the 2023 Impact Fee Study

9. NEW BUSINESS

Items presented to the Council for discussion and possible action:

9.I. Proposed Resolution

Approving the aerial spraying of mosquitoes by Galveston County Mosquito Control District, as required on a yearly basis by the Federal Aviation Administration

9.II. Proposed Resolution

Adoption, Approval and Acknowledgment of Contract Documents for GLO Contract No. 24-065-011-E168 - Community Development Block Grant - Mitigation Program - Regional Mitigation Program Projects

9.III. Proposed Resolution

Ordering the General Election to be held on May 4, 2024 for the purpose of electing the position of one (1) Mayor; one (1) Councilmember (District "A"); and one (1) Councilmember (District "C") to the La Marque City Council for a three (3) year term

9.IV. Proposed Resolution

Reaffirming commitment to participation and inclusion in the NFIP program

9.V. Proposed Resolution

Approving the submission of an application and authorizing signatory power for contractual documents pertaining to the small, rural, and tribal body-worn camera micro-grant program

9.VI. Linebarger Goggan Blair & Sampson, LLP

Contract for fines and fees collection services with Linebarger Goggan Blair & Sampson, LLP

9.VII. SETH Grant Appropriations

Southeast Texas Housing Authority Grant for rental assistance

10. CITY MANAGER REPORT

a submitted report to update Council and Community on the standard operations of the City, report can be acknowledged as whole or discussed at the pleasure of Council.

10.I. 2023 Code Enforcement Updates and Statistics

10.II. 2023 Fire Prevention Statistics

10.III. 2023 Fire Operations Statistics

10.IV. Sales Tax Report

10.V. La Marque Public Library January 2024 Report

10.VI. Municipal Court January 2024 Report

10.VII. Clean Water State Revolving Loan Fund (CWSRF)

Submission of Project Information Form (PIF) to the Texas Water Development Board (TWDB) for Sanitary Sewer repairs using Clean Water State Revolving Loan Fund (CWSRF)

10.VIII. State Revolving Fund (SRF) Submission

Submission of Project Information Form (PIF) to TWDB for State Revolving Fund (SRF) loan of \$16M for 2-inch waterline replacement

10.IX. Eyes on La Marque Program

A multi-phase program designed to increase vigilance in the City of La Marque

10.X. LMPD Memo #35: Partnership Actions with Texas City Housing Authority

10.XI. City of La Marque Customer Service Training Program 2024

10.XII. BAYTRAN Membership

10.XIII. Citizens Police Academy Class #13

10.XIV. Internship Program: High School and College

11. EXECUTIVE SESSION

The City Council for the City of La Marque, Texas reserves the right to adjourn into executive session at any time during this meeting to discuss any of the matters listed above, as authorized by the Texas Government Code Section 551.071 (Consultation with Attorney), 551.072(Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices), and 551.087 (Economic Development)

12. ACTIONS TAKEN FROM EXECUTIVE SESSION

13. ADJOURNMENT

CERTIFICATION:

I hereby certify that the above notice of meeting was posted at 1109-B Bayou Road, La Marque, Texas on February 23, 2024 at 4:00 p.m.

Kierra K. Nance, TRMC
City Clerk



Clean Water State Revolving Fund (CWSRF)

The CWSRF assists communities by providing low-cost financing for a wide range of wastewater, stormwater, reuse, and other pollution control projects. Streamlining the program provides year-round funding as projects are included in the CWSRF Intended Use Plan.

Eligible Applicants

- Political subdivisions, including water supply corporations that are Designated Management Agencies (DMAs)
- Authorized Indian tribal organizations
- Private entities (for nonpoint source or estuary projects only)

Eligible Projects

Planning, design, acquisition, and construction of:

- Wastewater treatment facilities
- Wastewater recycling and reuse facilities including “purple pipe” distribution systems
- Nonpotable reuse
- Wastewater collection systems
- Existing wastewater facilities
- Stormwater control
- Nonpoint source pollution control projects, such as correction of failing onsite systems and wetlands restoration
- Estuary management projects identified in either the Galveston Bay or Coastal Bend Estuary Management Plans

Benefits and Terms

- Below-market fixed interest rates (subsidized interest rates based on participant’s existing credit rating)
- Principal forgiveness for qualifying disadvantaged, small/rural disadvantaged, emergency relief, and green projects
- Up to 30-year repayment period
- There is no maximum eligible commitment amount for a project under the Fiscal Year 2023 Intended Use Plan; however, the total funding available by category is limited. Please refer to future Intended Use Plans to determine maximum funding per project.

Program Requirements

- Loan origination fee
- Projects must be listed in the current CWSRF Intended Use Plan
- Entities receiving assistance greater than \$500,000 must adopt a water conservation and drought contingency plan
- Davis-Bacon wage rate requirements
- American Iron and Steel (AIS) requirements
- Build America Buy America (BABA) requirements
- National Environmental Policy Act (NEPA)-type environmental review
- For equivalency projects only:
 - Disadvantaged Business Enterprise program
 - Additional steps when procuring architecture and engineering services

For specific questions on the program, please contact CWSRF@twdb.texas.gov.

Detailed information on the program is also available at www.twdb.texas.gov/financial/programs/CWSRF.

**TEXAS WATER DEVELOPMENT BOARD CLEAN
WATER STATE REVOLVING FUND (CWSRF) GREEN
PROJECT INFORMATION WORKSHEETS**

OVERVIEW

Background

The Federal Appropriation Law for the current fiscal year Clean Water and Drinking Water State Revolving Fund programs contains additional requirements. The Green Project Reserve (GPR) is included as part of these additional requirements. The GPR requires that not less than 20% of the funds made available from the capitalization grant shall be used by the State for projects to address green infrastructure, water or energy efficiency improvements, or other environmentally innovative activities. In a memo dated April 21, 2010, EPA outlined procedures for implementing these additional requirements. Attachment 2 of this memo provided guidance for determining GPR project eligibility and is available from the Texas Water Development Board as guidance form TWDB-0161.

TWDB GPR Procedures

The selection process for GPR projects involves an initial step in which potential GPR projects are listed in ranked order in the Intended Use Plan (IUP). Project GPR status in the IUP is based on preliminary "Green" information provided by the potential applicant on the Project Information Form (PIF) during the IUP solicitation phase. This is followed by a verification process in which the potential applicant is required to provide adequate documentation to verify the project or project components as either categorically or business case eligible for the GPR. The applicant will be required to provide complete information for approval prior to presentation to the Board for a funding commitment. In accordance with EPA instructions, all approved business cases will be made available to the public and posted on the TWDB website after a funding commitment is made.

To accomplish the above, TWDB staff is providing the attached GPR guidance and Green Project Information Worksheets to communities being considered for funding through the GPR. Information provided on these worksheets will be used by TWDB staff to verify GPR eligibility. TWDB staff may issue comments or request additional information depending on the type of "green" improvements proposed and the adequacy of information provided by the potential applicant on these worksheets. These worksheets will not be considered complete until all TWDB staff comments are addressed and any requested information is provided.

Program requirements for business case eligible GPR projects will be considered met only after the business case submittal is approved. The business case submittal will consist of the completed Green Project Information Worksheets with the applicant's business case and supporting documents attached. Program requirements for categorically eligible GPR projects will be considered met upon submittal of the completed Green Project Information Worksheets.

**TEXAS WATER DEVELOPMENT BOARD CLEAN
WATER STATE REVOLVING FUND (CWSRF) GREEN
PROJECT INFORMATION WORKSHEETS**

Information on Completing Worksheets

Complete the following worksheets for projects being considered for the Green Project Reserve (GPR). Part II should be completed for projects or project components considered categorically eligible. Part III should be completed for projects or project components considered business case eligible.

The intent of these worksheets is not to require exhaustive responses or redundant information. Information provided on these forms may be concise but must be of sufficient detail such that the GPR eligibility is clearly demonstrated. Information requested on these forms already provided to the TWDB during the Intended Use Plan (IUP) project solicitation period in the form of a detailed business case may be included by reference.

Many of the worksheets following require a detailed description of the proposed improvements. This description should accomplish various goals. The overall rationale and justification of the project or proposed improvements being considered for the GPR should be clearly demonstrated and the proposed improvements should be sufficiently described such that it is clear that the proposed GPR improvements will achieve the anticipated benefits and savings. Furthermore, certain types of GPR projects may require a more detailed analysis than others to adequately justify GPR eligibility. Although the space provided for responses is limited, additional pages should be attached as necessary.

For questions or additional information on completing worksheets, please contact your [Regional Team Manager](#).

**TEXAS WATER DEVELOPMENT BOARD CLEAN
WATER STATE REVOLVING FUND (CWSRF) GREEN
PROJECT INFORMATION WORKSHEETS**

Additional Guidance for Common GPR Projects

The purpose of this Texas Water Development Board GPR guidance is to provide additional information and clarification for certain types of GPR projects described in EPA's GPR guidance document titled *Attachment 2, 2010 Clean Water and Drinking Water State Revolving Fund 20% Green Project Reserve: Guidance for Determining Project Eligibility* (TWDB-0161), see link below. Information provided herein should be considered supplemental and is intended to support TWDB-0161 guidance by emphasizing and further describing specific requirements for certain types of GPR projects. For project types not specifically described herein, EPA GPR guidance (TWDB-0161) should be used to evaluate GPR eligibility.

<http://www.twdb.texas.gov/financial/instructions/doc/TWDB-0161.pdf>

Green Infrastructure

Green infrastructure includes a wide array of practices at multiple scales that manage wet weather and that maintains and restores natural hydrology by infiltrating, evapotranspiring and harvesting and using stormwater. On a regional scale, green infrastructure is the preservation and restoration of natural landscape features, such as forests, floodplains and wetlands, coupled with the policies such as infill and redevelopment that reduce overall imperviousness in a watershed. On the local scale, green infrastructure consists of site- and neighborhood-specific practices, such as bioretention, trees, green roofs, permeable pavements and cisterns.

Green infrastructure guidance can be found in Part A, Section 1 of the EPA GPR guidance (TWDB-0161).

Water Efficiency

EPA's WaterSense program defines water efficiency as the use of improved technologies and practices to deliver equal or better services with less water. Water efficiency encompasses conservation and reuse efforts, as well as water loss reduction and prevention, to protect water resources. A few common types of water efficiency improvements eligible for the Clean Water SRF GPR are further described below.

Reuse / Reclaimed Water

Reuse or reclaimed water projects that replace potable sources with non-potable may be categorically eligible for the GPR under the water efficiency category. Part A, Section 2.2-6 of the EPA GPR guidance addresses recycling and water reuse projects. The extra treatment cost, pumping and distribution pipes associated with the water reuse count towards the eligible costs. Golf course irrigation with reuse water is an eligible activity.

Energy Efficiency

Energy efficiency is the use of improved technologies and practices to reduce the energy consumption of water quality projects, use energy in a more efficient way, and/or produce/utilize renewable energy. Part A, Section 3.0 of the EPA GPR guidance (TWDB-0161) addresses energy efficiency GPR requirements for the Clean Water SRF program. Energy efficiency benefits and savings must be clearly identifiable and a substantial part of the rationale or justification for the project and not simply incidental. A few common types of energy efficiency projects eligible for the GPR are further describe below.

TWDB-0162
Revised 7/29/2014

iv

Renewable Energy

Renewable energy projects, such as wind, solar, geothermal and micro-hydroelectric and biogas combined heat and power systems (CHP) that provide power to a POTW are considered categorically eligible for the GPR. These projects are described in EPA GPR guidance (TWDB-0161) Part A, Section 3.2-1.

System or Unit Process Improvements

According to Part A, Section 3.2-2 of the EPA GPR guidance, projects may be categorically eligible for the GPR if the project achieves a 20% reduction in energy consumption. The following criteria apply:

- 1) Calculation of reduction in energy consumption is based on the system or unit process. A unit process is a portion of the wastewater system such as the collection system, pumping stations, aeration system, or solids handling, etc. In the Clean Water SRF program, a system or unit process approach is used to evaluate energy reduction as opposed to an individual component approach.
- 2) The energy used by the existing system should be based on name plate data when the system was first installed, recognizing that the old system may be currently operating at a lower overall efficiency than at the time of installation.
- 3) A project that achieves less than a 20% reduction in energy efficiency may still be eligible for the GPR but must be justified using a business case.
- 4) Any energy efficiency projects requiring a business case must demonstrate that the project is cost effective. An evaluation must identify energy savings and payback on capital and operation and maintenance costs that does not exceed the useful life of the asset.
- 5) New publicly owned treatment works or capacity expansion projects are expected to be designed to maximize energy efficiency and are expected to select high efficiency premium motors where cost effective, therefore, these types of projects are not eligible for the GPR.

Lift Station Elimination

Lift station elimination projects may be eligible for the GPR under the energy efficiency category. Part A, Section 3.0 of the EPA GPR guidance addresses energy efficiency GPR requirements for the Clean Water SRF program. Lift station elimination projects may be eligible for the GPR based on the following:

- 1) According to Section 3.2-2, the project may be categorical if it achieves a 20% reduction in energy consumption. Calculation of reduction in energy consumption is based on the system or unit process. A unit process is a portion of the wastewater system such as the collection system, pumping stations, aeration system, or solids handling, etc. Therefore, for a lift station elimination project to be considered as categorically eligible, it would have to account for at least 20% of all energy consumed by lift stations in the system.
- 2) Section 3.5-3 lists pump station elimination projects as an example of a project requiring a business case to justify GPR eligibility. To be eligible under this option the business case must demonstrate that the project is cost effective. An evaluation must identify energy savings and payback on capital and operation and maintenance costs that does not exceed the useful life of the asset.

Inflow/infiltration

Inflow/infiltration (I/I) projects may be eligible for the GPR under the energy efficiency category. Part A, Section 3.0 of the EPA GPR guidance addresses energy efficiency GPR requirements for the Clean Water SRF program. Sections 3.5-4 and 3.5-5 specifically lists I/I projects as examples of projects that require a business case to justify GPR eligibility. The following applies:

- 1) According to Section 3.5-4, I/I correction projects that save energy from pumping and reduced treatment costs and are demonstrated to be cost effective are eligible for the GPR. These projects cannot add new structural capacity.
- 2) According to Section 3.5-5, I/I correction projects where excessive groundwater infiltration is contaminating the influent requiring otherwise unnecessary treatment processes (i.e. arsenic laden groundwater) and are demonstrated to be cost effective are eligible for the GPR.

Environmentally Innovative

Environmentally innovative projects include those that demonstrate new and/or innovative approaches to delivering services or managing water resources in a more sustainable way. These types of projects are described in EPA GPR guidance (TWDB-0161) Part A, Section 4.0.

Construction of US Green Building Council LEED certified buildings is considered categorically eligible for the GPR. All building costs are eligible and any level of certification is acceptable.

Decentralized wastewater treatment solutions to existing deficient or failing onsite wastewater system may be eligible for the GPR. Refer to EPA guidance (TWDB-0161) Part A, Section 4.2-6 for requirements.

Illustrative Lending Rate Memorandum | Sep 20, 2024

The Texas Water Development Board's Illustrative Lending Rates (ILR), shown as of the above date, assume level debt service, and are subject to change and availability of funds. Actual rates will vary depending on length, time of closing and structure. For Clean Water State Revolving Funds (CWSRF) and Drinking Water State Revolving Funds (DWSRF), actual rates will also depend upon the entity's corresponding rating. These rates are listed for comparative and marketing purposes only. Also included here are the [2023 State Water Implementation Fund for Texas \(SWIFT\) rates](#) for the current funding cycle.

For assistance, please look up [contact information for your Regional Team](#).

State Revolving Funds for Projects in the SFY 2024 Intended Use Plan

Clean Water State Revolving Fund - 20 Year Term

Equivalency CWSRF Estimated Rates

Rating	Market¹	TWDB^{2,3}
AAA	3.17%	1.90%
AA	3.29%	1.97%
A	3.50%	2.10%
BAA	3.87%	2.32%

Non-Equivalency CWSRF Estimated Rates

Rating	Market¹	TWDB^{2,3}
AAA	3.17%	2.06%
AA	3.29%	2.14%
A	3.50%	2.28%
BAA	3.87%	2.52%

Clean Water State Revolving Fund - 30 Year Term

Equivalency CWSRF Estimated Rates

Rating	Market¹	TWDB^{2,3}
AAA	3.92%	2.35%
AA	4.04%	2.42%
A	4.18%	2.51%
BAA	4.46%	2.68%

Non-Equivalency CWSRF Estimated Rates

Rating	Market¹	TWDB^{2,3}
AAA	3.92%	2.55%
AA	4.04%	2.63%
A	4.18%	2.72%
BAA	4.46%	2.90%

Drinking Water State Revolving Fund - 20 Year Term

Equivalency DWSRF Estimated Rates

Rating	Market¹	TWDB^{2,3}
AAA	3.17%	2.06%
AA	3.29%	2.14%
A	3.50%	2.28%
BAA	3.87%	2.52%

Non-Equivalency DWSRF Estimated Rates

Rating	Market¹	TWDB^{2,3}
AAA	3.17%	2.22%
AA	3.29%	2.30%
A	3.50%	2.45%
BAA	3.87%	2.71%

Drinking Water State Revolving Fund - 30 Year Term

Equivalency DWSRF Estimated Rates

Rating	Market¹	TWDB^{2,3}
AAA	3.92%	2.55%
AA	4.04%	2.63%
A	4.18%	2.72%
BAA	4.46%	2.90%

Non-Equivalency DWSRF Estimated Rates

Rating	Market¹	TWDB^{2,3}
AAA	3.92%	2.74%
AA	4.04%	2.83%
A	4.18%	2.93%
BAA	4.46%	3.12%

Table Legend

1. Market rates applicable to the State Revolving Funds utilize the 13th and 20th year MMD rates, converted to yield to maturity, for the corresponding rating to approximate 20 and 30-year terms, respectively.
2. TWDB rates utilize the 13th and 20th year MMD rates for the applicable credit rating, converted to yield to maturity, and reduced by a percentage subsidy as shown below, to approximate 20 and 30-year terms, respectively.

Interest Rate Subsidies – All Ratings

Rating	Equivalency	Non-Equivalency
CWSRF	40%	35%
DWSRF	35%	30%

3. Origination fee (not applicable to principal forgiveness) is 1.75% for CWSRF or 2.00% for DWSRF.

For more information on CWSRF or DWSRF programs, click links below:

- <https://www.twdb.texas.gov/financial/programs/CWSRF/>
- <https://www.twdb.texas.gov/financial/programs/DWSRF/>

General Obligation Programs – Estimated Rates

Type of Funds	Terms	Market¹	TWDB²	Difference
<i>Development Fund (Tax Exempt)</i>	20	3.95%	4.04%	-0.09%
<i>Development Fund (Tax Exempt)</i>	30	4.39%	4.46%	-0.07%
<i>Development Fund (Taxable)</i>	20	5.65%	5.81%	-0.16%
<i>Agricultural Loans (Taxable)</i>	7	4.69%	3.92%	0.77%
<i>EDAP (Tax Exempt)</i>	20	3.95%	3.60%	0.36%
<i>EDAP (Taxable)</i>	20	5.65%	4.91%	0.74%

Table Legend

1. Market GO rates are calculated from sample level debt service schedules using the BAA-rated MMD tax-exempt and taxable scales, as appropriate.
2. TWDB GO rates are calculated from sample level debt service schedules using TWDB-adopted rate scales.



CITY COUNCIL AGENDA FORM

Meeting Date: October 14, 2024

Prepared by: Rick Sailler

Department: Public Works

Agenda Item: 8.III.

Reviewed by: Kierra Nance

AGENDA ITEM DESCRIPTION:

Approving an application for grant funding through the Texas Department of Agriculture (TDA) for Community Development Funding and authorize the release of a Request for Proposal (RFP) for Grant Administration Services

STAFF BRIEFING:

The Texas Department of Agriculture has released Grant Opportunity through the Community Development Fund

The City has previously participated in this funding opportunity (Wisteria Stormwater Improvements).

Application for funding is due on December 9, 2024.

The maximum funding amount is \$750,000 with a City Match of 10% -15% (*Project Scoring is based on the City Match*).

An advertisement for Grant Administration Services for the application process is the first step to participate in the Grant Program.

Project scope to be determined by further review with Engineering, Utilities, and Grant Administrator once selected. Potential project sites will be for drainage and may include Ashley/Westward, Wisteria Phase 2, or Camp Circle Phase 1, among others as per our draft CIP.

HISTORY:

December 2022 - The City participated in the 2023 -2024 TDA CDBG Grant opportunity (*Wisteria Stormwater Project*)

FISCAL IMPACT:

The total maximum Grant Award is \$750,000. The City match will vary between \$75,000 and \$115,500.

Rick Sailer

From: CDBG <cdbg-bounces+r.sailer=cityoflamarque.org@lists.state.tx.us> on behalf of Texas Community Development Block Grant program <cdbg@lists.state.tx.us>
Sent: Monday, September 23, 2024 5:22 PM
To: cdbg@lists.state.tx.us
Subject: TxCDBG Announcement: Applications available for the Community Development Fund and Colonia Fund Construction Program

[External Email] This message originated from outside your organization.

TDA is pleased to announce the release of two new grant opportunities for the upcoming Program Year 2025:

2025 Community Development Fund (CDV)

Purpose: The Community Development Fund is the largest fund category in the TxCDBG program. This fund is available on a biennial basis for funding through a competition in each of the 24 state planning regions. Although most funds are used for public facilities (water/wastewater infrastructure, street and drainage improvements and housing activities), there are numerous other activities for which these funds may be used.

Maximum Grant Amount: \$750,000
Community Application Deadline: December 9, 2023
Link to [CDV landing page](#), including the Application Guide

2025 Colonia Fund Construction Program (CFC)

Purpose: The Colonia Fund - Construction program provides eligible applicants with grants to fund water and wastewater improvements, housing rehabilitation for low- to moderate-income households, and similar basic needs for colonia residents.

The term “colonia” means any identifiable unincorporated community that is determined to be a colonia on the basis of objective criteria, including lack of potable water supply, lack of adequate sewage systems, and lack of decent, safe, and sanitary housing; and was in existence as a colonia before the date of the enactment of the Cranston-Gonzalez National Affordable Housing Act (November 28, 1990). The colonia must be located within 150 miles of the Texas-Mexico border to be eligible for CFC funding.

Maximum Grant Amount: \$1,000,000
Community Application Deadline: December 9, 2023
Link to [CFC landing page](#), including the Application Guide

Application Webinars and Technical Assistance

The application process for 2025 has been revised to include two distinct phases. The Community Application, due December 9, 2025, will collect information needed to assess community eligibility and scoring. Applicants that score within funding range will be invited to submit a Project Application that identifies a project and details the specific work to be performed.

A webinar has been planned to assist applicants with this new process – no registration is required, and the link to join the session can be found on the [TxCDBG Training](#) webpage.

October 2, 2024	Application Webinar for 2024 TxCDBG Opportunities	2pm
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If you have questions regarding either application, please reach out to CDBGApps@TexasAgriculture.gov.



TxCDBG Program Overview

History

The CDBG program is governed by **Title I of the Housing and Community Development Act of 1974** (the Act) and Federal regulations at **24 CFR 570, Subpart I**. The introduction of the CDBG program in 1974 signaled a move away from individual categorized federal development assistance programs towards the block grant model, which gives communities broad latitude in using funds for a variety of development activities. The Omnibus Budget Reconciliation Act of 1981 authorized states to administer the CDBG programs.

CDBG Objectives

The primary objective of the Community Development Block Grant program is to develop viable communities by providing decent housing and suitable living environments, and expanding economic opportunities principally for persons of low- to moderate-income.

To achieve these goals, the CDBG regulations outline the eligible activities and the National Objectives that each activity must meet. As a recipient of CDBG funds, the state is charged with ensuring that these HUD requirements are met. Specifically, the state is responsible for assuring the US Department of Housing and Urban Development that each project it funds meets one of three National Objectives: Benefit low-and moderate income persons; Aid in the prevention or elimination of slums or blight; or meet a need having a particular urgency, which represents an immediate threat to the health and safety of residents.

In line with the federal objectives, the state administers its CDBG programs according to the following goals: Improve public facilities to meet basic human needs, principally for low- and moderate-income persons. Improve housing conditions, principally for persons of low- and moderate-income. Expand economic opportunities by creating or retaining jobs, principally for low- and moderate-income persons. Provide assistance and public facilities to eliminate conditions hazardous to the public health and of an emergency nature.

Primary Beneficiaries

All projects funded through the CDBG program typically meet the first national objective (benefit low- and moderate-income persons) by benefiting at least 51 percent low- to moderate-income persons, which are defined as those who earn equal to or less than 80 percent of the area median family income figure (where the area is a metropolitan statistical area or a non-metropolitan county) or Earn equal to or less than less than 80 percent of the statewide non-metropolitan median family income figure, as defined under the US Department of Housing and Urban Development Section 8 Housing Assistance Program. For income eligibility in your area, please review the most recent Income Limits document.

Some projects funded through the CDBG program may meet the second national objective of aiding in the elimination of slum or blight while the remainder of CDBG projects will fall under the third national objective. The third national objective includes activities designed to meet community development needs having a particular urgency, which the CDBG Program applies to Disaster Relief and Urgent Need Fund projects.

Program Administration

The state of Texas administers its CDBG programs in accordance to funding rules and regulations set by HUD. It submits an Action Plan for the next fiscal year. The Action Plan describes the methods that will be used to allocate funds among the various CDBG programs, including award amounts per program, application selection criteria. Once HUD approves the Action Plan it becomes codified into the Texas Administrative Code.

The TxCDBG program then makes applications available in accordance with each program's funding. Applications received for competitive funding programs are reviewed and scored using program-specific criteria and

Once awards are made from the CDBG program, contracts are executed between the department and the local county



officials, and the grantee begins the implementation of their proposed project. To guide grantees in the implementation of their projects, the grantees follow the CDBG Project Implementation Manual. The Manual describes the methods a CDBG grant recipient uses to administer the CDBG contract, and includes relevant forms. This document covers the post award process.

Funding

Every year, the US Department of Housing and Urban Development provides federal Community Development Block Grant funds directly to states, which, in turn, provide the funds to small, rural cities with populations less than 50,000, and to counties that have a non-metropolitan population under 200,000 and are not eligible for direct funding from HUD. These small communities are called "non-entitlement" areas because they must apply for CDBG dollars through the Texas CDBG program. Larger cities, such as Dallas, Houston and others, receive CDBG monies directly from HUD, and are called "entitlement" areas.

Program Links:

[Fair Housing in Texas](#)

[TxCDBG Current \(2024\) Funding Breakdown](#)

[Success Stories](#)

[Eastern Kerr County Wastewater Story](#)

[Access TDA-GO!](#)

[Texas Homeland Security](#) | [Texas Veterans Portal](#) | [Texas.gov](#) | [TRAIL State Search](#) | [Where the Money Goes](#) | [Report Fraud](#)
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Community Development Fund Goals and Requirements

The Community Development Fund (CD Fund) provides funding for a variety of community priorities to support low- to moderate-income persons. Although most funds are used for public facilities (water/wastewater infrastructure, street and drainage improvements and housing activities), there are numerous other activities for which these funds may be used.

Funds are allocated to each state planning region to ensure a broad geographic distribution of funds as described in the one-year action plan. Additional funds deobligated from previous awards may be made available using the same formula. Funds allocated to a region that does not have an eligible application to fund will be reallocated to other regions to maximize the number of awards granted.

Community Application Due Date	December 9, 2024, 11:59 p.m. C.T.
Grant Amount	\$750,000
Minimum Match Amount	\$0 – see Scoring Criteria
National Program Objective	Benefit for Low- to Moderate-Income Persons
Application Method	Applications will be accepted online via the TDA-GO! grant management system. The system may be accessed by navigating to https://tda-go.intelligrants.com/ .

Eligible Applicants

To be eligible to apply for and to receive funding under the TxCDBG Program, a community must meet all of the following criteria, in accordance with Title 24, Part 570 of the Code of Federal Regulations and Title 4, Part 1, Chapter 30, Subchapter A, Section 30.4 of the Texas Administrative Code (TAC), and TxCDBG program requirements:

- 1) Qualify as a unit of general local government (UGLG).
An UGLG is a city, county, town, township, village, or other general purpose political subdivision of the state, or as otherwise defined in 42 U.S.C. §5302. Special purpose political subdivisions are not eligible as TxCDBG applicants.
- 2) Qualify as a non-entitlement community.
Only communities NOT identified as part of the federal CDBG entitlement program may apply for TxCDBG funding. Entitlement communities are listed in Appendix B Community Application Scoring Elements. Municipalities located within an entitlement county may elect to participate with either the county program or the state non-entitlement program, but not both, for each three-year period; please contact the entitlement county to confirm eligibility for the current year.
- 3) Levy and collect a local property tax or local sales tax option in the current fiscal year.
- 4) Meet Progress Thresholds for existing TxCDBG grant agreements.
Applicants must demonstrate current compliance with progress threshold requirements for existing TxCDBG grant awards to be eligible for additional rounds of TxCDBG funding.
 - Mid-Point Progress Threshold: Existing Grant Agreements beginning on or before the date identified in the chart below must have satisfied all Group B requirements prior to the Community Application due date.

- Final Progress Threshold: Existing Grant Agreements beginning on or before the date identified in the chart below must be completed and have submitted both the Project Completion Report (PCR) and the final payment request prior to the Community Application due date.
 - Where the Community Application due date falls between the date of an existing grant agreement's original end date and the date the Project Completion Report is due, TDA will initially accept a Community Application and will assess compliance with the Final Progress Threshold on the date the PCR become due.

Details regarding documentation for meeting these thresholds can be found in the TxCDBG Project Implementation Manual.

Fund Category	Mid- Point Progress Threshold applies if Grant Start Date is at least:	Final Progress Threshold applies if Grant Start Date is at least:
Community Development Fund (CDV)	12 months prior to due date (12/2/2023)	24 months prior to due date (12/2/2022)
Downtown Revitalization Program (CDM)	12 months prior to due date (12/2/2023)	24 months prior to due date (12/2/2022)
Colonia Fund (CFC and CEDAP, excluding CSH)	12 months prior to due date (12/2/2023)	24 months prior to due date (12/2/2022)
FAST Fund (CFA)	9 months prior to due date (6/2/2024)	18 months prior to due date (6/2/2023)
State Urgent Need Fund (CSU)	9 months prior to due date (12/2/2023)	12 months prior to due date (6/2/2023)
Pilot Projects: • Rural Economic Development • FAST Rural Outreach & Wellness Program	n/a	n/a

Eligible Project Activities

The 2025-2026 TxCDBG Community Application does not require identification of a specific project or activity. The following information is provided in order for communities to understand the type of projects that may be considered for communities if/when invited by TDA to submit a Project Application.

All eligible TxCDBG program activities (see Appendix D TxCDBG Activity Code Reference Table) are eligible for the CD Fund.

CD Fund projects must benefit a primarily residential area AND must primarily benefit low- to-moderate income residents. This may include:

- A project intended to benefit all residents of the community, or
- A project that is narrowly tailored to benefit a specific neighborhood or street.
- Reference TxCDBG Guide to National Program Objective for detailed guidance on eligible activities.

Prioritized Project Activities

The Community Application requires the applicant to commit to selecting a project based on activity priorities established by each state planning region. See page 10 Scoring Criteria for detailed information. The most common activities prioritized by the regions are:

**RUN IN CLASSIFIED SECTION AS A STANDARD PUBLIC NOTICE
ONE TIME ONLY**

.....
AD STARTS HERE:

**REQUEST FOR PROPOSALS
CITY OF _____**

The **City of _____** plans to apply for the upcoming 2025-2026 Community Development Fund from the Texas Community Development Block Grant (TxCDBG) Program of the Texas Department of Agriculture (TDA). These services are being solicited to assist the **City** in its application and administration of a TxCDBG contract, if awarded, to support eligible infrastructure improvements in the City. Accordingly, the City is seeking to contract with a qualified Professional Administrator or Service Provider (individual/firm) to prepare the application and administer the awarded contract.

Please submit your proposal of services and a statement of qualifications for the proposed services to **Contact Name at Email Address**.

Proposals shall be received by the **City** no later than **5 PM on Date**. The **City** reserves the right to negotiate with any and all individuals or firms that submit proposals, as per the Texas Professional Services Procurement Act and the Uniform Grant and Contract Management Standards. Section 3 Residents and Business Concerns, Minority Business Enterprises, Small Business Enterprises and Women Business Enterprises are encouraged to submit proposals.

The **City of _____** is an Affirmative Action/Equal Opportunity Employer. Servicios de traducción están disponibles por petición.

AD ENDS HERE:
.....

PRINT IN CLASSIFIED/LEGALS AS A STANDARD PUBLICNOTICE

Run Date	
Newspaper	
Billing to	
Questions call	
Due at Paper	

[NOTE TO GRANT RECIPIENT: The proposal deadline must be no less than 10 (ten) days after the publication of this advertisement and the contact dates of the RFP.]

Match Ratio (50 Points): Awarded for the commitment of matching funds relative to the maximum amount of CDBG funds as follows:

	Minimum Match Ratio	Matching Funds Committed	Points Awarded
Applicant(s) population equal to or less than 1,500 and ALL county applicants (regardless of population):			
	2%	\$15,000 or more	50 Points
	1.5%	\$11,250 - \$14,999	40 Points
	1%	\$7,500 - \$11,249	30 Points
	0.5%	\$3,750 - \$7,499	20 Points
	Less than 0.5%	\$0 - \$3,749	10 Points
Applicant(s) population equal to or less than 5,000 but over 1,500:			
	5%	\$37,500 or more	50 Points
	4%	\$30,000- \$37,499	40 Points
	3%	\$22,500 - \$29,999	30 Points
	2%	\$15,000 - \$22,499	20 Points
	Less than 2%	\$0 - \$14,999	10 Points
Applicant(s) population equal to or less than 10,000 but over 5,000:			
	10%	\$75,000 or more	50 Points
	7.5%	\$56,250 - \$74,999	40 Points
	5%	\$37,500 - \$56,249	30 Points
	2.5%	\$18,750 - \$37,499	20 Points
	Less than 2.5%	\$0 - \$18,749	10 Points
Applicant(s) population over 10,000:			
	15%	\$112,500 or more	50 Points
	11.5%	\$86,250 - \$112,499	40 Points
	7.5%	\$56,250 - \$86,249	30 Points
	3.5%	\$26,250 - \$56,249	20 Points
	Less than 3.5%	\$0 - \$26,249	10 Points

Match commitments may be cash and/or in-kind. The Applicant must provide a resolution from the city council or county commissioners court authorizing the match expenditure. The resolution must include the commitment amount and the proposed use of the funds. If other eligible sources of funding are injected into the project, a commitment letter from the sources must also be submitted.

For applications submitted by cities, the total city population is used. Data Source: Most recently available ACS 5-year Estimate, Table B01003

Previous Funding (60 Points):

Awarded based on TxCDBG records of awards issued for the Community Development Fund (CDV).

Applicant has received 0 CDV awards in the previous three fund cycles	60 Points
Applicant has received 1 CDV award in the previous three fund cycles	40 Points
Applicant has received 2 CDV awards in the previous three fund cycles	20 Points
Applicant has received 3 CDV awards in the previous three fund cycles	0 Points



CITY COUNCIL AGENDA FORM

Meeting Date: October 14, 2024

Agenda Item: 8.IV.

Prepared by: _____

Reviewed by: Kierra Nance

Department: City Clerk

AGENDA ITEM DESCRIPTION:

Designating a member for Houston - Galveston Area Council FY 2025

STAFF BRIEFING:

HISTORY:

FISCAL IMPACT:

N/A



HOUSTON-GALVESTON AREA COUNCIL

OFFICE OF THE EXECUTIVE DIRECTOR

To: Mayors – Home Rule Cities
Subject: 2025 General Assembly Designations
From: Chuck Wemple
Date: September 19, 2024

The Houston-Galveston Area Council has had an exciting and eventful 2024. We remain dedicated to better serving our member governments. We are working to do this by continuing to bring the conversation to your communities to listen to your needs and determining how we can help improve quality of life across the region. Thus far we have visited all of our regions' counties, and have started the second round of visits.

As we look forward to 2025, we ask that you appoint elected leaders from your governing body to represent your community and be a part of our decision-making progress. H-GAC bylaws allow each member of Home Rule cities to designate an elected official to represent you on the General Assembly and at the Home Rule cities caucus meeting. At the caucus meeting, Home Rule cities from across the region will elect two members to represent all Home Rule cities on the H-GAC Board of Directors, and two members to serve as alternates.

I have attached the nomination form on which you can designate your representatives. Please email the completed form to Vanessa.McKeehan@h-gac.com. If more information concerning General Assembly and Board of Directors membership would be useful, please contact me at 713-993-4514 or Rick Guerrero at 713-993-4598.

A dinner meeting of Home Rule city representatives is scheduled for Thursday, November 7, 2024 starting at 6:00 p.m. It will be at the The Royal Sonesta, 2222 W Loop S, Houston, TX 77027. Your city's designees are highly encouraged to attend and help elect the 2025 Home Rule Cities' representatives to the H-GAC Board of Directors.

Thank you for your continuing participation and support for the Houston-Galveston Area Council. We look forward to working with you in the coming year.

Sincerely,


Charles Wemple (Oct 1, 2024 05:35 CDT)

Chuck Wemple

DESIGNATION OF REPRESENTATIVE AND ALTERNATE
HOUSTON-GALVESTON AREA COUNCIL
2025 GENERAL ASSEMBLY

BE IT RESOLVED, by the Mayor and City Council of _____, Texas that _____ be, and is hereby designated as its Representative to the **GENERAL ASSEMBLY** of the Houston-Galveston Area Council for the year 2025.

FURTHER, that the Official Alternate authorized to serve as the voting representative should the hereinabove named representative become ineligible, or should he/she resign, is _____.

THAT the Executive Director of the Houston-Galveston Area Council be notified of the designation of the hereinabove named representative and alternate.

PASSED AND ADOPTED, this ____ day of _____, 2024.

APPROVED:

Mayor

ATTEST:



CITY COUNCIL AGENDA FORM

Meeting Date: October 14, 2024

Prepared by: Kierra Nance

Department: City Clerk

Agenda Item: 8.V.

Reviewed by: _____

AGENDA ITEM DESCRIPTION:

Considering a Memorandum of Understanding with the Citizen's Police Academy Alumni Association

STAFF BRIEFING:

Councilmember District A requested that the city review the partnership between the City of La Marque and the La Marque Citizen's Police Academy Alumni Association. This item was endorsed by Councilmember District D.

HISTORY:

FISCAL IMPACT:

N/A



CITY COUNCIL AGENDA FORM

Meeting Date: October 14, 2024

Prepared by: Kierra Nance

Department: Fire

Agenda Item: 8.VI.

Reviewed by: Kierra Nance

AGENDA ITEM DESCRIPTION:

Authorizing the purchase of Thermal Imagers from Metro Fire Apparatus Specialists, Inc. in the amount of \$29,532.00

STAFF BRIEFING:

Metro Fire Apparatus Specialists, Inc. is the only authorized sales and service distributor of the Bullard Fire Thermal Imaging Line for the State of Texas.

HISTORY:

FISCAL IMPACT:

American Rescue Plan Funds: \$29,532.00



FIRE DEPARTMENT

10/7/2024

To Whom it May Concern:

Subject: Sole-Source Procurement Justification for Bullard Fire Thermal Imaging Cameras through Metro Fire Apparatus Specialist

This letter serves to formally request a sole-source procurement of Bullard Fire Thermal Imaging Cameras through Metro Fire Apparatus Specialist. Metro Fire Apparatus Specialist is the exclusive partner to Bullard and the only authorized sales and service distributor of the Bullard Fire Thermal Imaging Line in the State of Texas. The following justifications are provided to substantiate this request.

1. Exclusive Distributor Status

- Authorized Sales and Service Distributor: Metro Fire Apparatus Specialist is the sole authorized distributor for the Bullard Fire Thermal Imaging Line in Texas. As the exclusive partner, they are the only source from which the City of La Marque Fire Department can procure these specialized thermal imagers, ensuring full compliance with manufacturer warranty, service support, and product authenticity.

2. Proven Competence and Training Expertise

- Highly Competent in Thermal Imager Operations: Metro Fire Apparatus Specialist has demonstrated a high level of expertise in all aspects of Bullard thermal imager operations. They are specifically trained and certified by Bullard to handle the full spectrum of sales, service, and training needs associated with the Bullard Fire Thermal Imaging Line.
- Qualified Training Provider: The exclusive partnership with Bullard ensures that Metro Fire Apparatus Specialist is uniquely qualified to provide essential training to fire personnel. Their specialized knowledge of Bullard Thermal Imagers allows them to deliver effective, manufacturer-approved training on proper usage, which is crucial for enhancing operational safety and effectiveness during emergency response situations.

3. Market Availability and Sole Source Necessity

- Lack of Alternative Sources: Bullard has confirmed that Metro Fire Apparatus Specialist is the only authorized distributor for their thermal imaging products within Texas. Due to this exclusive relationship, no other vendors are authorized to sell or service these devices. Attempting to procure the equipment from unauthorized sources would void warranty and maintenance agreements and expose the City to potential risks regarding the authenticity of the product.

4. Compliance and Justification

FIRE DEPARTMENT

- **Warranty and Service Assurance:** Procuring Bullard Thermal Imaging Cameras directly through Metro Fire Apparatus Specialist guarantees that the City of La Marque receives full warranty coverage and access to authorized repair and maintenance services. This is crucial for ensuring that the equipment remains fully operational and in compliance with safety standards.
- **ARPA Compliance:** The procurement of Bullard Fire Thermal Imaging Cameras is aligned with the City's goal of enhancing emergency response capabilities, which is supported through the American Rescue Plan Act (ARPA) funding. The enhanced imaging technology improves safety for both firefighters and the community during critical operations, ensuring that emergency responders have the most effective tools available for life-saving missions.

5. Approval Request

I, David Merryman, Fire Chief of the City of La Marque, request approval for the sole-source procurement of Bullard Fire Thermal Imaging Cameras through Metro Fire Apparatus Specialist. The exclusive distributor status and unique service capabilities make this procurement essential for maintaining the integrity and effectiveness of the City's emergency response operations.

Please find attached supporting documentation, including a letter from Bullard verifying Metro Fire Apparatus Specialist as the exclusive distributor, along with warranty details and the service agreement.

Thank you for considering this request. Should you require additional information or have questions, please feel free to contact me.

Sincerely,

David Merryman
Fire Chief, City of La Marque

Assurance Statement

I, Linda Miller, GrantWorks Grant Administrator, have reviewed the proposed procurement of Bullard Fire Thermal Imaging Cameras through Metro Fire Apparatus Specialist and confirm that it complies with ARPA funding requirements and applicable procurement regulations. I fully endorse this sole-source procurement request based on the exclusive distributorship and the operational benefits to the city.

Linda Miller
GrantWorks
Grant Administrator



17350 State Hwy 249 Ste. 250
Houston TX 77064
(713) 692-0911 Phone
(713) 692-1591 Fax

Quote

#101337

Quote Date: 9/10/2024
Expires Date: 10/10/2024

Bill To: LA MARQUE FIRE DEPARTMENT
750 SALTGRASS POINT RD
LA MARQUE TX 77568

Ship To: LA MARQUE FIRE DEPARTMENT
750 SALTGRASS POINT RD
LA MARQUE TX 77568

Ordered By	Sales Rep	Entered By	Terms
Kristen Lemmons	DAVID TOVEY	DAVID TOVEY	NET 30

FOB	Shipping Method	Contract Source
DESTINATION	UPS® GROUND	BUYBOARD 698-23

Quantity	UM	Item / Description	Price	Ext. Price
4	EA	BUL-QXTPROBUNDLE BUNDLE, BULLARD QXT PRO IMAGER WITH TEMP AND SUPER RED HOT COLOR, 640 X 480, 5 YEAR WARRANTY, W/ USB CHARGER, TRUCK MOUNT, RETRACT	\$6,686.00	\$26,744.00
4	EA	BUL-XTFEATURESADVANCED FEATURE PACK ADVANCED W/ THERMAL THROTTLE, HAD, CAD, ZOOM, RECORDING, IMAGE CAPTURE ON-SCREEN PLAYBACK	\$697.00	\$2,788.00

Subtotal	\$29,532.00
Shipping Cost	\$0.00
Tax Total (%)	\$0.00

Total	\$29,532.00
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QT101337

ORDINANCE NO. O-2024-0016

AN ORDINANCE AMENDING THE CITY OF LA MARQUE AMERICAN RESCUE PLAN ALLOCATIONS AS SET FORTH IN ATTACHED EXHIBITS

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS:

Section 1. On or about April 8th 2024 the City of La Marque passed approved and adopted Ordinance No. O-2024-0007. During discussions regarding the 2024-2025 budget the City Manager made recommendations to reallocate certain expenditures related to the American Rescue Plan Act.

Section 2. The allocations for the American Rescue Plan Act (ARPA) funds are set forth in the “Exhibit “A” attached hereto and made a part hereof.

Section 3. **Open Meetings Act.** It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, *Chapter 551, Tex. Gov’t Code*.

PASSED AND APPROVED by City Council of the City of La Marque, Texas, on this the first reading this the 3RD day of **SEPTEMBER** 2024.

PASSED, APPROVED and ADOPTED by City Council of the City of La Marque, Texas, on this the second and final reading this the **23RD** day of **SEPTEMBER**, 2024.

CITY OF LA MARQUE, TEXAS

Keith Bell, Mayor

ATTEST:

Kierra Nance, City Clerk

APPROVED AS TO FORM:

Gus Knebel, City Attorney

Dept	Pending Expenditures/Encumbrances	Estimated Expense FY	Final Estimated Amount
PD	K-9 in FY 2025	FY 25	\$ 20,000.00
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PD	Up to 50 Body Worn Cameras	FY 25	\$ 50,000.00
PD	Equipping 10 CID Cars with Emergency Response Lights	FY 25	\$ 40,000.00
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PD	Handheld Radios	FY 25	\$ 42,500.00
PD	In-Car Cameras	FY 25	\$ 132,000.00
PD	Mobile Command Terminals (MCT's)	FY 25	\$ 132,200.00
PD	In-Car Radios	FY 25	\$ 120,618.00
PD	KBT Tool	FY 25	\$ 10,000.00
PD	SRT Equipment	FY 25	\$ 75,000.00
PW	Street Repair	FY 25	\$ 1,575,000.00
PW	Pothole Trailer	FY 25	\$ 105,000.00
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PW	Excavator	FY 25	\$ 87,500.00
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PW	Concrete Saw	FY 25	\$ 15,000.00
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FD	Airbottles	FY 25	\$ 7,000.00
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Admin	AC's (+possible roofs) for Library, PD, FD, & Community Room	FY 25	\$ 300,000.00
UB	Water Usage Client Software	FY 25	\$ 48,000.00

\$ 4,255,698.37

FY 25 \$ 4,039,000.00

FY 26 \$ 216,698.37

\$ 4,255,698.37



CITY COUNCIL AGENDA FORM

Meeting Date: October 14, 2024

Prepared by: Kierra Nance

Department: Fire

Agenda Item: 8.VII.

Reviewed by: Kierra Nance

AGENDA ITEM DESCRIPTION:

Authorizing the purchase of a LIFEPAK defibrillator system from Stryker in the amount of \$66,367.22

STAFF BRIEFING:

Stryker is the exclusive manufacturer of the LIFEPAK defibrillator system and has no authorized retailers. This item is qualified as a sole source purchase in alignment with the American Rescue Plan Act funding and allocation.

HISTORY:

FISCAL IMPACT:

American Rescue Plan Act Funds : \$66,367.22

LA MARQUE

EST 1953

FIRE DEPARTMENT

To Whom It May Concern:

RE: Sole Source Vendor Justification – LIFEPAK Purchase

This letter serves to confirm that the LIFEPAK defibrillator systems required by the La Marque Fire Department are sole-source products manufactured, sold, and distributed exclusively by Stryker. No other company manufactures a similar or competing product that meets our specific operational and integration needs. Stryker is the only contractor capable of providing the required defibrillator systems along with comprehensive service and maintenance.

The following are the reasons for sole-source procurement:

1. **Exclusive Manufacturer:** The vendor is the manufacturer of the product and distributes directly, without any third-party agents or dealers.
2. **Proprietary Technology:** The LIFEPAK systems incorporate patented technology owned exclusively by Stryker.
3. **Unique Specifications:** The required item is proprietary to the supplier and specifically designed to integrate seamlessly with the existing technology and equipment used by the La Marque Fire Department.
4. **Lack of Competitive Equivalents:** It is not feasible to obtain competitive bids that meet our detailed technical and performance specifications.

Attached to this letter is a manufacturer's declaration confirming the above facts.

The LIFEPAK systems provided by Stryker are uniquely capable of fulfilling the operational demands of emergency medical services within the La Marque Fire Department. There is no alternative product available that can serve the same essential functions, and therefore, there is only one source for purchasing this life-saving equipment. I affirm and acknowledge the La Marque Fire Department's requirements, justification, and criteria for Single/Sole source procurement. I have provided all required documentation, reviewed comparable equipment or services to the best of my knowledge, and affirm that there is no conflict of interest in my recommendation of the selected items, services, or supplier.

David Merryman, Fire Chief
September 30, 2024

Confirmation by Grant Administration:

I, the undersigned, confirm that the procurement of the LIFEPAK defibrillator systems from Stryker aligns with the funding guidelines and the objectives of the ARPA grant provided for this equipment. All grant-related compliance and documentation have been duly reviewed and approved.

Linda Miller, ARPA Grant Consultant, GrantWorks
Date: _____



October 2024

Stryker is the sole-source provider in the Hospital (hospitals and hospital-owned facilities), Emergency Response Services and Emergency Response Training (paramedics, professional and volunteer fire) markets in the U.S. for the following products:

- New LIFEPAK® 35 monitor/defibrillators
- New LIFEPAK® 15 monitor/defibrillators
- New LIFEPAK 20e defibrillator/monitors
- New LIFEPAK CR2 automated external defibrillators
- New LIFEPAK CR2 cellular automated external defibrillators
- New LIFEPAK 1000 automated external defibrillators
- New LUCAS® chest compression system
- CODE-STAT™ data review software and service

Stryker is the sole-source provider in all markets for the following products and services:

- RELI™ (Refurbished Equipment from the Lifesaving Innovators) devices
- LIFENET® system and related software
- ACLS (non-clinical) LIFEPAK defibrillator/monitors
- LIFELINKcentral™ Government Campus Solution
- MultiTech 4G and Titan III gateways
- Factory-authorized inspection and repair services which include repair parts, upgrades, inspections and repairs.

Stryker does not authorize any third parties to sell these products or services in the markets listed above. We will not fulfill orders placed by non-authorized businesses seeking to resell our products or services. If you have questions, please feel free to contact your local Stryker customer service representative at 800.442.1142.

Sincerely,



Matt Van Der Wende, Vice President, Americas Sales

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EC-GSNPS-COMM-1157704_REV-1_en_us

Stryker or its affiliated entities own, use, or have applied for the following trademarks or services marks: LIFELINKcentral, LIFEPAK, LUCAS, CODE-STAT, RELI, LIFENET, Stryker. All other trademarks are trademarks of their respective owners or holders. The absence of a product, feature, or service name, or logo from this list does not constitute a waiver of Stryker's trademark or other intellectual property rights concerning that name or logo.



Lifepak 35

Quote Number:10982289

Version:1

Prepared For:LA MARQUE FIRE DEPT

Attn:

Remit to:Stryker Sales, LLC
21343 NETWORK PLACE
CHICAGO IL 60673-1213
USA

Rep:Tim Garza

Email:tim.garza@stryker.com

Phone Number:

Quote Date:09/05/2024

Expiration Date:12/04/2024

Contract Start:06/10/2024

Contract End:06/09/2025

Delivery Address		Sold To - Shipping		Bill To Account	
Name:	LA MARQUE FIRE DEPT	Name:	LA MARQUE FIRE DEPT	Name:	CITY OF LA MARQUE
Account #:	20009694	Account #:	20074228	Account #:	20126264
Address:	5715 TEXAS AVE	Address:	1109 A BAYOU RD	Address:	
	LA MARQUE		LA MARQUE		
	Texas 77568		Texas 77568-4160		

Equipment Products:

#	Product	Description	U/M	Qty	Sell Price	Total
1.0	70335-000042	LP35,EN-US,MAS-SP/CO,MED-CO2,SUN-NIBP,12L,WIFI/CELL/LN/CPRIN,STD,BT	PCE	1	\$51,400.00	\$51,400.00
2.0	11335-000001	BATTERY, LI-ION, WITH IFU, LP35	PCE	2	\$1,000.00	\$2,000.00
3.0	11140-000102	CHARGER, BATTERY, LP35	PCE	1	\$3,000.00	\$3,000.00
4.0	11140-000131	POWER CORD,C13 ST,10FT,HOSPITAL GRADE	PCE	1	\$108.00	\$108.00
5.0	11160-000011	NIBP Cuff-Reusable, Infant	PCE	1	\$30.00	\$30.00
6.0	11160-000013	NIBP Cuff-Reusable, Child	PCE	1	\$34.00	\$34.00
7.0	11160-000017	NIBP Cuff -Reusable, Large Adult	PCE	1	\$47.00	\$47.00
8.0	11160-000019	NIBP Cuff-Reusable, Adult X Large	PCE	1	\$67.00	\$67.00
9.0	21300-008159	LIFEPAK 15 NIBP Straight Hose, 6'	PCE	1	\$100.00	\$100.00
10.0	11996-000455	RD SET DCIP, Pediatric Reusable Sensor, 1/box	PCE	1	\$404.00	\$404.00
11.0	11996-000456	RD SET DCI, 3ft. Adult Reusable Sensor, 1/box	PCE	1	\$404.00	\$404.00
12.0	11996-000519	LNCS-II rainbow DCI 8? SpCO, Adult Reusable Sensor	PCE	1	\$859.00	\$859.00
13.0	11996-000520	LNCS-II rainbow DCIP 8? SpCO, Pediatric Reusable Sensor	PCE	1	\$945.00	\$945.00
14.0	11260-000073	KIT, SHOULDER STRAP, LP35	PCE	1	\$75.00	\$75.00
15.0	11335-000008	KIT, STORAGE BAGS, LP35	PCE	1	\$600.00	\$600.00
16.0	11111-000041	ASSY, CABLE, ECG, 15 LEAD, 3 WIRE PRECOR	PCE	1	\$120.00	\$120.00



Lifepak 35

Quote Number: 10982289

Version: 1

Prepared For: LA MARQUE FIRE DEPT

Attn:

Remit to: Stryker Sales, LLC
21343 NETWORK PLACE
CHICAGO IL 60673-1213
USA

Rep: Tim Garza

Email: tim.garza@stryker.com

Phone Number:

Quote Date: 09/05/2024

Expiration Date: 12/04/2024

Contract Start: 06/10/2024

Contract End: 06/09/2025

#	Product	Description	U/M	Qty	Sell Price	Total
17.0	11335-000005	KIT, PRINTER, LP35	PCE	1	\$3,000.00	\$3,000.00
18.0	11150-000020	KIT, MODEM, NA, LP35	PCE	1	\$1,500.00	\$1,500.00
Equipment Total:						\$64,693.00

Trade In Credit:

Product	Description	Qty	Credit Ea.	Total Credit
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Data Solutions:

#	Product	Description	Qty	Sell Price	Total
19.0	81000001	EMS LIFENET PRO TIER 1	1	\$500.00	\$500.00
Data Solutions Total:					\$2,500.00

Price Totals:

Estimated Sales Tax (0.000%):					\$0.00
Freight/Shipping:					\$1,174.22
Grand Total:					\$66,367.22

Prices: In effect for 30 days

Terms: Net 30 Days



Lifepak 35

Quote Number:	10982289	Remit to:	Stryker Sales, LLC 21343 NETWORK PLACE CHICAGO IL 60673-1213 USA
Version:	1	Rep:	Tim Garza
Prepared For:	LA MARQUE FIRE DEPT	Email:	tim.garza@stryker.com
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Quote Date:	09/05/2024		
Expiration Date:	12/04/2024		
Contract Start:	06/10/2024		
Contract End:	06/09/2025		

Terms and Conditions:
Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker’s prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's terms and conditions can be found at https://techweb.stryker.com/Terms_Conditions/index.html.

ORDINANCE NO. O-2024-0016

AN ORDINANCE AMENDING THE CITY OF LA MARQUE AMERICAN RESCUE PLAN ALLOCATIONS AS SET FORTH IN ATTACHED EXHIBITS

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS:

Section 1. On or about April 8th 2024 the City of La Marque passed approved and adopted Ordinance No. O-2024-0007. During discussions regarding the 2024-2025 budget the City Manager made recommendations to reallocate certain expenditures related to the American Rescue Plan Act.

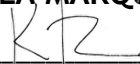
Section 2. The allocations for the American Rescue Plan Act (ARPA) funds are set forth in the “Exhibit “A” attached hereto and made a part hereof.

Section 3. Open Meetings Act. It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, *Chapter 551, Tex. Gov’t Code*.

PASSED AND APPROVED by City Council of the City of La Marque, Texas, on this the first reading this the 3RD day of **SEPTEMBER** 2024.

PASSED, APPROVED and ADOPTED by City Council of the City of La Marque, Texas, on this the second and final reading this the **23RD** day of **SEPTEMBER**, 2024.

CITY OF LA MARQUE, TEXAS



Keith Bell, Mayor

ATTEST:



Kierra Nance, City Clerk

APPROVED AS TO FORM:

Gus Knebel, City Attorney

Dept	Pending Expenditures/Encumbrances	Estimated Expense FY	Final Estimated Amount
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PD	3-D Crime Scene Scanner	FY 25	\$ 90,000.00
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PW	Excavator	FY 25	\$ 87,500.00
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FD	Stretchers	FY 25	\$ 135,000.00
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FD	Airbottles	FY 25	\$ 7,000.00
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FY 25 \$ 4,039,000.00

FY 26 \$ 216,698.37

\$ 4,255,698.37



CITY COUNCIL AGENDA FORM

Meeting Date: October 14, 2024

Prepared by: Kierra Nance

Department: Fire

Agenda Item: 8.VIII.

Reviewed by: Kierra Nance

AGENDA ITEM DESCRIPTION:

Authorizing the purchase of PowerLoad Power Cots from Stryker in the amount of \$130,644.95

STAFF BRIEFING:

Stryker is the exclusive manufacturer of the PowerLoad Power Cots and has no authorized retailers. This item is qualified as a sole source purchase in alignment with the American Rescue Plan Act funding and allocation

HISTORY:

FISCAL IMPACT:

American Rescue Plan Act : \$130,644.95



FIRE DEPARTMENT

10/7/2024

To Whom it May Concern:

Subject: Sole-Source Procurement Justification for Stryker PowerLoad Power Cots using ARPA Grant Funds

I am writing on behalf of the City of La Marque Fire Department to formally request approval for a sole-source procurement of Stryker PowerLoad Power Cots using American Rescue Plan Act (ARPA) grant funds. This letter provides a justification for selecting Stryker as the sole provider due to specific compatibility requirements tied to the dimensions and specifications of our existing ambulance fleet.

1. Compatibility with Existing Ambulance Dimensions

Exact Fit for Ambulance Dimensions: The City of La Marque's ambulance fleet has specific spatial and design requirements that are met precisely by the Stryker PowerLoad Power Cot system. The Stryker PowerLoad system is uniquely designed to fit within the existing layout of our ambulances, which have custom configurations that cannot accommodate other cot loading systems without significant modifications.

Avoiding Vehicle Modifications: Utilizing a non-Stryker loading system would require extensive modifications to our ambulances, resulting in additional costs, potential operational downtime, and regulatory complications. The Stryker PowerLoad Power Cots are the only available units that fit seamlessly within the existing configuration of our ambulance interiors, thus negating the need for costly retrofitting and ensuring continued compliance with safety standards.

2. Enhanced Safety and Efficiency

Operator Safety and Ergonomics: The Stryker PowerLoad system has specific safety features, including powered hydraulic loading and unloading, that reduce physical strain and injury risk to our emergency medical technicians (EMTs). The ergonomic advantages of the Stryker PowerLoad are unmatched by other systems, and these features are critical in ensuring the health and safety of our first responders during high-stress emergency situations.

Seamless Integration with Stryker Cots: The City of La Marque has previously invested in Stryker patient transport cots. The PowerLoad system is specifically designed to work with Stryker cots, allowing for a completely integrated lifting and loading solution. No other product provides this compatibility, which is crucial for maintaining a unified system for both patient handling and transport.

3. Proprietary Technology and Market Analysis

Proprietary Mounting and Safety Mechanisms: Stryker PowerLoad is equipped with proprietary technology that ensures a secure attachment and minimizes movement during patient transport, directly enhancing patient safety. Market research has indicated that no other vendor offers a compatible powered loading system that can meet these requirements with the same level of reliability and integration.

Limitation of Competition: A thorough analysis of available vendors was conducted, and no other manufacturer could provide a power cot loading system that aligns with the specific dimensional and functional requirements of the City's ambulances. Stryker is the only vendor capable of delivering a solution that meets the unique specifications and requirements without incurring significant modification costs.

4. Cost-Effectiveness and Operational Continuity



FIRE DEPARTMENT

Reduced Costs through Standardization: By continuing with the Stryker system, the City will eliminate the additional expenses related to vehicle modifications, EMT retraining, and potential operational delays associated with other manufacturers' systems. The Stryker PowerLoad system also minimizes maintenance costs through its compatibility with our current Stryker products, providing a more streamlined, cost-effective solution over the long term.

Minimizing Downtime: The procurement of Stryker PowerLoad systems allows the City to avoid the operational downtime that would result from reconfiguring the ambulance interiors for other equipment. This ensures that our emergency vehicles remain in service with minimal disruption, thereby maximizing public safety.

5. Compliance with ARPA Guidelines

The use of ARPA funds for this procurement aligns with the primary goal of enhancing public safety and response capabilities, which is critical given the ongoing public health challenges. The Stryker PowerLoad system enhances both responder safety and patient care efficiency, thereby contributing directly to improved community health outcomes.

6. Assurance of Compliance

The procurement of Stryker PowerLoad Power Cots has been reviewed for compliance with local, state, and federal procurement policies. This sole-source procurement is necessary to maintain compatibility with the City's ambulance fleet and to ensure the operational readiness of emergency medical services. The GrantWorks grant administrator has reviewed and endorsed this procurement approach to ensure compliance with ARPA requirements.

7. Approval Request

I, David Merryman, Fire Chief of the City of La Marque, hereby request approval for the sole-source procurement of Stryker PowerLoad Power Cots. This equipment is essential to ensuring the safety of both our first responders and patients during emergency transport, as well as maintaining the operational efficiency of our ambulance fleet.

Please find attached all supporting documentation, including the product specification sheet from Stryker, market analysis, and the compatibility assessment with our current ambulance configurations. Thank you for your consideration of this request. Should you need any further information or clarification, please do not hesitate to contact me.

Sincerely,

David Merryman
Fire Chief, City of La Marque

Assurance Statement

I, Linda Miller, GrantWorks Grant Administrator, have reviewed the proposed procurement of Stryker PowerLoad Power Cots and confirm that it complies with ARPA funding requirements and applicable procurement regulations. This sole-source request is fully endorsed based on the unique compatibility and safety needs described above.

Linda Miller
GrantWorks
Grant Administrator



PowerLoad (QTY 3) and Upgrade Kits and PowerPro
2

Quote Number:10980277

Version:1

Prepared For:LA MARQUE FIRE DEPT

Attn:

Remit to:Stryker Sales, LLC
21343 NETWORK PLACE
CHICAGO IL 60673-1213
USA

Rep:Tim Garza

Email:tim.garza@stryker.com

Phone Number:

Quote Date:09/05/2024

Expiration Date:12/04/2024

Delivery Address		Sold To - Shipping		Bill To Account	
Name:	LA MARQUE FIRE DEPT	Name:	LA MARQUE FIRE DEPT	Name:	CITY OF LA MARQUE
Account #:	20074228	Account #:	20074228	Account #:	20126264
Address:	1109 A BAYOU RD	Address:	1109 A BAYOU RD	Address:	1109 BAYOU RD
	LA MARQUE		LA MARQUE		LA MARQUE
	Texas 77568-4160		Texas 77568-4160		Texas 77568-4160

Equipment Products:

#	Product	Description	U/M	Qty	Sell Price	Total
1.0	639005550001	MTS POWER LOAD	PCE	3	\$29,888.85	\$89,666.55
2.0	6506700001	6506 PWRLD COMPAT UPGRADE KIT	PCE	2	\$2,172.60	\$4,345.20
3.0	77100003	ProCare Cot Upgrade or Install	PCE	2	\$349.00	\$698.00
4.0	650705550001	6507 POWER PRO 2, HIGH CONFIG	PCE	1	\$33,516.00	\$33,516.00
5.0	650707000002	KIT, ALVARIUM BATTERY, SERVICE	PCE	1	\$981.90	\$981.90
6.0	650700450102	ASSEMBLY, POWER CORD, NORTH AM	PCE	1	\$32.40	\$32.40
7.0	650700450301	ASSEMBLY, BATTERY CHARGER	PCE	1	\$1,404.90	\$1,404.90
Equipment Total:						\$130,644.95

Trade In Credit:

Product	Description	Qty	Credit Ea.	Total Credit
---------	-------------	-----	------------	--------------



PowerLoad (QTY 3) and Upgrade Kits and PowerPro
2

Quote Number:

10980277

Version:

1

Prepared For:

LA MARQUE FIRE DEPT

Attn:

Quote Date:

09/05/2024

Expiration Date:

12/04/2024

Remit to:

Stryker Sales, LLC
21343 NETWORK PLACE
CHICAGO IL 60673-1213
USA

Rep:

Tim Garza

Email:

tim.garza@stryker.com

Phone Number:

Price Totals:

	Estimated Sales Tax (0.000%):	\$0.00
	Freight/Shipping:	\$1,636.56
	Grand Total:	\$132,281.51

Prices: In effect for 30 days

Terms: Net 30 Days

Terms and Conditions:
Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker’s prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's terms and conditions can be found at https://techweb.stryker.com/Terms_Conditions/index.html.

ORDINANCE NO. O-2024-0016

AN ORDINANCE AMENDING THE CITY OF LA MARQUE AMERICAN RESCUE PLAN ALLOCATIONS AS SET FORTH IN ATTACHED EXHIBITS

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS:

Section 1. On or about April 8th 2024 the City of La Marque passed approved and adopted Ordinance No. O-2024-0007. During discussions regarding the 2024-2025 budget the City Manager made recommendations to reallocate certain expenditures related to the American Rescue Plan Act.

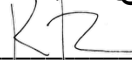
Section 2. The allocations for the American Rescue Plan Act (ARPA) funds are set forth in the “Exhibit “A” attached hereto and made a part hereof.

Section 3. Open Meetings Act. It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, *Chapter 551, Tex. Gov’t Code*.

PASSED AND APPROVED by City Council of the City of La Marque, Texas, on this the first reading this the 3RD day of **SEPTEMBER** 2024.

PASSED, APPROVED and ADOPTED by City Council of the City of La Marque, Texas, on this the second and final reading this the **23RD** day of **SEPTEMBER**, 2024.

CITY OF LA MARQUE, TEXAS



Keith Bell, Mayor

ATTEST:



Kierra Nance, City Clerk

APPROVED AS TO FORM:

Gus Knebel, City Attorney

Dept	Pending Expenditures/Encumbrances	Estimated Expense FY	Final Estimated Amount
PD	K-9 in FY 2025	FY 25	\$ 20,000.00
PD	K-9 in FY 2026	FY 26	\$ 20,000.00
PD	Solar Powered Trailer Signs	FY 25	\$ 14,000.00
PD	3-D Crime Scene Scanner	FY 25	\$ 90,000.00
PD	Up to 50 Body Worn Cameras	FY 25	\$ 50,000.00
PD	Equipping 10 CID Cars with Emergency Response Lights	FY 25	\$ 40,000.00
PD	Lidar Handheld Radar Speed Detection	FY 25	\$ 18,000.00
PD	Handheld Radios	FY 25	\$ 42,500.00
PD	In-Car Cameras	FY 25	\$ 132,000.00
PD	Mobile Command Terminals (MCT's)	FY 25	\$ 132,200.00
PD	In-Car Radios	FY 25	\$ 120,618.00
PD	KBT Tool	FY 25	\$ 10,000.00
PD	SRT Equipment	FY 25	\$ 75,000.00
PW	Street Repair	FY 25	\$ 1,575,000.00
PW	Pothole Trailer	FY 25	\$ 105,000.00
PW	Asphalt Roller	FY 25	\$ 60,000.00
PW	Excavator	FY 25	\$ 87,500.00
PW	Streetlight Conversion/Addition	FY 26	\$ 164,698.37
PW	Concrete Saw	FY 25	\$ 15,000.00
PW	Sidewalk Repair	FY 25	\$ 15,000.00
FD	Jaws of Life	FY 25	\$ 108,627.00
FD	Ambulance Remounts	FY 25	\$ 178,000.00
FD	Fire Radios	FY 25	\$ 25,000.00
FD	Life Pak / City Facility AED's	FY 25	\$ 90,000.00
FD	Stretchers	FY 25	\$ 135,000.00
FD	Thermal Imagers	FY 25	\$ 32,000.00
FD	Airbottles	FY 25	\$ 7,000.00
FD	Airbottles	FY 26	\$ 7,000.00
FD	Bunker Gear	FY 25	\$ 25,000.00
FD	Bunker Gear	FY 26	\$ 25,000.00
Admin	HR, Finance, UB, & Admin Software	FY 25	\$ 488,555.00
Admin	AC's (+possible roofs) for Library, PD, FD, & Community Room	FY 25	\$ 300,000.00
UB	Water Usage Client Software	FY 25	\$ 48,000.00

\$ 4,255,698.37

FY 25 \$ 4,039,000.00

FY 26 \$ 216,698.37

\$ 4,255,698.37



CITY COUNCIL AGENDA FORM

Meeting Date: October 14, 2024
Prepared by: _____
Department: City Clerk

Agenda Item: 8.IX.
Reviewed by: _____

AGENDA ITEM DESCRIPTION:

Canceling of Regular City Council Meeting November 11, 2024

STAFF BRIEFING:

Request to cancel meeting in observance of Veteran's Day.

HISTORY:

None

FISCAL IMPACT:

None



CITY COUNCIL AGENDA FORM

Meeting Date: October 14, 2024

Agenda Item: 8.X.

Prepared by: _____

Reviewed by: _____

Department: City Clerk

AGENDA ITEM DESCRIPTION:

Canceling of Regular Meeting scheduled on November 25, 2024, due to the Thanksgiving Holiday

STAFF BRIEFING:

The fourth Monday of November is a regularly scheduled council meeting date. However, this date falls during the week of Thanksgiving and Black Friday holidays (November 28-29).

HISTORY:

N/A

FISCAL IMPACT:

N/A



CITY COUNCIL AGENDA FORM

Meeting Date: October 14, 2024
Prepared by: _____
Department: City Clerk

Agenda Item: 8.XI.
Reviewed by: _____

AGENDA ITEM DESCRIPTION:

Scheduling a Special Meeting Session for Council on Monday, November 18, 2024

STAFF BRIEFING:

Due to the respective holidays in November, there is a need to schedule a special meeting on November 18, 2024.

HISTORY:

None

FISCAL IMPACT:

None



CITY COUNCIL AGENDA FORM

Meeting Date: October 14, 2024

Prepared by: Kierra Nance

Department: City Clerk

Agenda Item: 8.XII.

Reviewed by: _____

AGENDA ITEM DESCRIPTION:

Approving the 2025 Observed Holiday Calendar for the City of La Marque

STAFF BRIEFING:

The proposed schedule lists City holidays observed, including the addition of New Year's Eve, as recommended by City Manager

HISTORY:

FISCAL IMPACT:



Holiday Schedule 2025

New Year's Day	Wednesday, January 1, 2025
Martin Luther King Birthday	Monday, January 20, 2025
Good Friday	Friday, April 18, 2025
Memorial Day	Monday, May 26, 2025
Juneteenth	Thursday, June 19, 2025
Independence Day	Friday, July 4, 2025
Labor Day	Monday, September 1, 2025
Veteran's Day	Tuesday, November 11, 2025
Thanksgiving	Thursday, November 27, 2025
Day after Thanksgiving	Friday, November 28, 2025
Christmas Eve	Wednesday, December 24, 2025
Christmas Day	Thursday, December 25, 2025
New Year's Eve	Wednesday, December 31, 2025

Timesheet procedures for regular employees:

When a holiday falls on a 9-hour regular workday, you will only receive 8 hours of holiday credit. This means that you will need to work a total of 32 regular hours to carry a total of 40 hours for the week of the holiday. For example, employees that are scheduled to work 9 hours on Monday, you must make up the one hour difference during the week of the holiday as you only receive 8 hours of holiday credit.

The following are only suggestions as how to make up the difference. You are not limited to the suggestions below, but you may use them as an example on how to address your employees' schedule during the week of the holiday:

- Work one additional hour during one day of the holiday week or work an extra 30 minutes for 2 days during the week of the holiday
- Only take a 30-minute lunch for 2 days during the week of the holiday
- Use 1 hour of vacation.
- Police and Fire employees whose scheduled workday falls on an official holiday will recognize the day of the holiday.

Timesheet Procedures for Police/Fire Departments - Collective Bargaining & Telecommunicator Personnel:

Follow your departmental internal policies regarding work hours.



September 10, 2024

Dear Amy,

Congratulations! This letter is official notification that La Marque Public Library has met all accreditation minimum criteria and will be a fully qualified member of the Texas Library System for State Fiscal Year 2025: September 1, 2024, through August 31, 2025. To highlight this, the badge below can be prominently displayed in the library, used as a window cling, or added to the library's website. Links to the badge and other instructions follow this letter.

Accredited libraries are eligible for statewide interlibrary loan (ILL), E-rate – a federal telecommunications discount program, a variety of funding opportunities through this agency, and the TexShare Card and TexShare Databases programs. Submitting an Annual Report allows the library to have access to free Summer Library Program materials through this agency and the Collaborative Summer Library Program (CSLP), and E-Read Texas, a curated e-book collection and platform available statewide.

Check the **Services for Libraries** section of our website for more information about all of the benefits and services available to your library, <https://www.tsl.texas.gov/ldn>. Planning information for budgeting and training for the 2024 Annual Report is available on the Annual Report [webpage](#).

For reporting year 2024, the library's population assignment is 22,426. Its estimated maintenance of effort (MOE) for reporting year 2024 is \$321,340.67 and its local per capita operating expenditures are \$14.33.

Register for Annual Report training now! If you cannot attend the live presentation, you will receive notification once the webinar recording is available:

<https://www.tsl.texas.gov/ldn/cec/upcoming-webinars>

- *"Some Assembly Required": Prepare for the 2024 Texas Public Libraries Annual Report*
Thursday, October 17, 2024, 10-11 AM
- *Tell Us Your Library's Story: The 2024 Texas Public Libraries Annual Report*
Thursday, January 9, 2025, 10-11 AM

If any additional information or assistance is needed, please contact the accreditation staff at accreditation@tsl.texas.gov, or through our toll-free Texas-only number, 800-252-9386.

Valicia Greenwood
Library Data Coordinator

Taylor Gardner
Grants/Accreditation Support Specialist

Erica McCormick
Manager, Grants and Accreditation

Lorenzo de Zavala
State Archives and
Library Building

1201 Brazos Street
Austin, Texas
78701

P.O. Box 12927
Austin, Texas
78711-2927

512-463-5474

www.tsl.texas.gov

Commission Chair
Martha Wong

Members

David C. Garza
David Iglesias
Arthur T. Mann
Nancy Painter Paup
Bradley S. Tegeler
Darryl Tocker

Director and Librarian
Gloria Meraz

TSLAC

Preserving yesterday
Informing today
Inspiring tomorrow

2024 Texas Public Library System Accreditation Badges



<https://tinyurl.com/2025BadgeThumb>



<https://tinyurl.com/2025Badge>



Instructions on
Ordering Window S



CITY COUNCIL AGENDA FORM

Meeting Date: October 14, 2024

Agenda Item: 9.II.

Prepared by: _____

Reviewed by: Kierra Nance

Department: Library

AGENDA ITEM DESCRIPTION:

STAFF BRIEFING:

HISTORY:

FISCAL IMPACT:

La Marque Public Library

August 2024



Money Saved
\$7,937.00



Visitors
1,720



Computers
Users - **361**
Time - **346** hrs.



Circulation
941 items



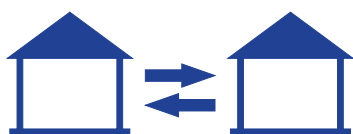
Programs - **10** Attendance - **31**



New Items
65 added



New Accounts
23 cards



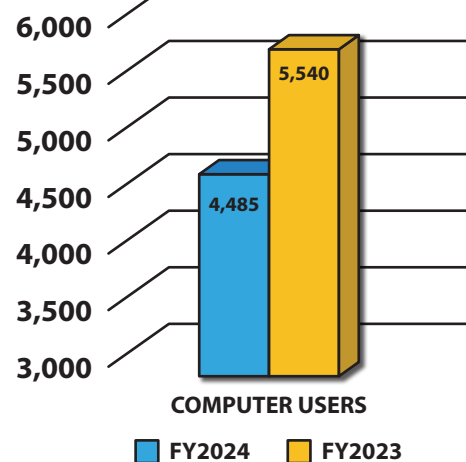
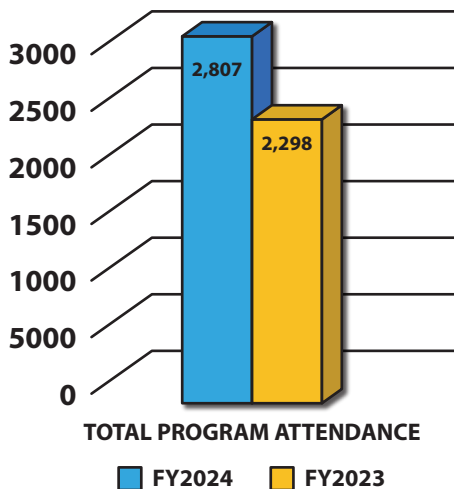
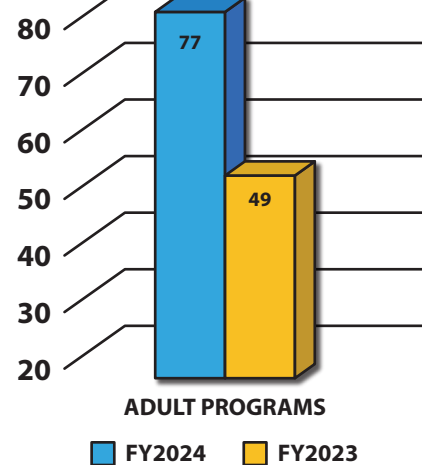
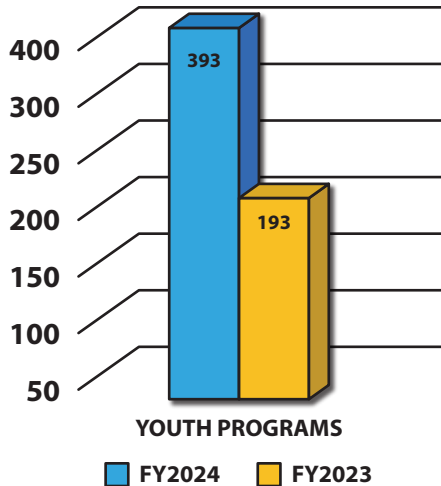
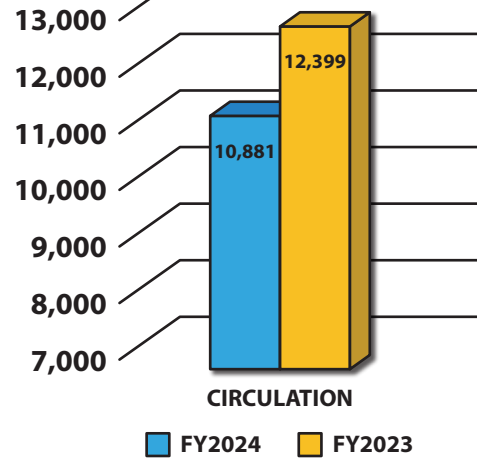
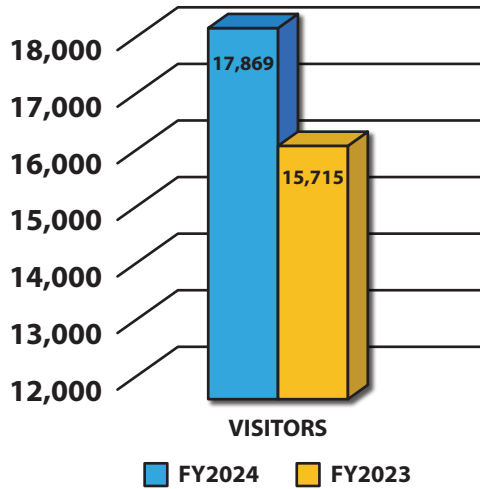
Inter-Library Loans
35 items



Digital Circulation
257 items

La Marque Public Library

August 2024 YTD Comparisons





CITY COUNCIL AGENDA FORM

Meeting Date: October 14, 2024

Agenda Item: 9.III.

Prepared by: _____

Reviewed by: Kierra Nance

Department: Police

AGENDA ITEM DESCRIPTION:

STAFF BRIEFING:

HISTORY:

FISCAL IMPACT:



Effective 8/31/2024

LA MARQUE POLICE DEPARTMENT:
Calendar Year Metrics:

Legend: YTD- Year to Date
LYTD = Last Year to Date
STP = Same Time Period as Current Year
YPC = Yearly Percentage Change
CR% = Clearance Rate (Solved Cases)

...

ARREST DATA:

Type	2021	2022	2023	2024	Total
Adult	1062	1629	2254	1662	6607
Juvenile	5	5	10	17	37
Total	1067	1634	2264	1679	6644

La Marque Pop. 20,254
Officers per 1K Pop: LMPD 2.01 / Texas 2.0 (estimated)

ARREST DATA:

IBR Offense	2021	2022	2023	2024	Total
DRIVING UNDER THE INFLUENCE	31	40	98	111	280
DRUG/NARCOTIC OFFENSES	61	140	177	182	560
Total	92	180	275	293	840

Calls for Service

Year	Count
2024	12847
2023	14230
2022	13695
2021	13478
Total	54250

City of La Marque Data

Year ibrdesc (groups)	2021			2022			2023			2024		
	Crime Rate	Crime Rate YPC	STP	Crime Rate	Crime Rate YPC	STP	Crime Rate	Crime Rate YPC	STP	Crime Rate	Crime Rate YPC	STP
⊕ VIOLENT CRIME	626.81	-18.63%	79	530.19	-15.41%	77	528.29	-0.36%	67	330.80	0.00%	67
⊕ PROPERTY CRIME	3,030.47	-20.02%	387	3,048.62	0.60%	436	1,797.18	-41.05%	248	864.03	-29.44%	175
Total	3,657.27	-19.69%	466	3,578.81	-2.15%	513	2,320.53	-35.16%	314	1,194.83	-22.93%	242



LA MARQUE POLICE DEPARTMENT:

Calendar Year Metrics:

Legend: YTD - Year to Date
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City of La Marque Data

Year ibrdesc (groups)	2021 Crime Rate	Crime Rate YPC	STP	2022 Crime Rate	Crime Rate YPC	STP	2023 Crime Rate	Crime Rate YPC	STP	2024 Crime Rate	Crime Rate YPC	STP
☐ VIOLENT CRIME	626.81	-18.63%	79	530.19	-15.41%	77	528.29	-0.36%	67	330.80	0.00%	67
☐ SEX OFFENSES (FORCIBLE)	212.57	56.38%	28	201.47	-5.22%	27	162.93	-19.13%	20	74.06	-25.00%	15
FORCIBLE RAPE	109.01	37.48%	14	132.55	21.59%	16	123.43	-6.88%	15	69.12	-6.67%	14
FORCIBLE SODOMY	10.90	-35.84%	1	5.30	-51.36%	1	4.94	-6.88%	1		-100.00%	
FORCIBLE FONDLING	92.66	133.71%	13	63.62	-31.34%	10	34.56	-45.68%	4	4.94	-75.00%	1
☐ ROBBERY	70.86	-51.88%	6	42.42	-40.14%	6	64.18	51.32%	7	59.25	71.43%	12
ROBBERY	70.86	-51.88%	6	42.42	-40.14%	6	64.18	51.32%	7	59.25	71.43%	12
☐ HOMICIDE OFFENSES	27.25	60.39%	3	21.21	-22.18%	4	14.81	-30.16%	1	4.94	0.00%	1
MURDER/NON NEGLIGENT MANSLAUGHTER	21.80	28.31%	3	21.21	-2.73%	4	14.81	-30.16%	1	4.94	0.00%	1
NEGLIGENT MANSLAUGHTER	5.45				-100.00%							
☐ ASSAULT OFFENSES	316.13	-32.75%	42	270.40	-14.47%	41	286.36	5.90%	39	192.55	0.00%	39
AGGRAVATED ASSAULT	316.13	-32.75%	42	270.40	-14.47%	41	286.36	5.90%	39	192.55	0.00%	39
☐ PROPERTY CRIME	3,030.47	-20.02%	387	3,048.62	0.60%	436	1,797.18	-41.05%	248	864.03	-29.44%	175
☐ MOTOR VEHICLE THEFT	354.28	-22.78%	49	328.72	-7.21%	40	261.68	-20.40%	41	172.81	-14.63%	35
MOTOR VEHICLE THEFT	354.28	-22.78%	49	328.72	-7.21%	40	261.68	-20.40%	41	172.81	-14.63%	35
☐ LARCENY/THEFT OFFENSES	2,136.59	-22.06%	266	2,131.38	-0.24%	306	1,086.21	-49.04%	141	548.04	-21.28%	111
THEFT FROM BUILDING	92.66	-9.11%	12	84.83	-8.45%	14	49.37	-41.80%	7	14.81	-57.14%	3
THEFT FROM COIN OPERATED MACH/DEV	5.45	-3.77%	1	5.30	-2.73%		14.81	179.37%	2	9.87	0.00%	2
THEFT FROM MOTOR VEHICLE	555.95	-25.64%	68	418.85	-24.66%	61	167.87	-59.92%	23	138.24	21.74%	28
THEFT MV PARTS OR ACCESSORIES	158.06	16.28%	19	121.94	-22.85%	19	79.00	-35.22%	16	64.18	-18.75%	13
THEFT-POCKET-PICKING		-100.00%										
THEFT-PURSE SNATCHING				5.30		1		-100.00%				
THEFT-SHOPLIFTING	1,324.47	-24.08%	166	1,495.15	12.89%	211	775.16	-48.16%	93	330.80	-27.96%	67
☐ BURGLARY/B&E	539.60	-10.96%	72	588.52	9.07%	90	449.29	-23.66%	66	148.12	-54.55%	30
BURGLARY/BREAKING & ENTERING	539.60	-9.27%	72	588.52	9.07%	90	449.29	-23.66%	66	148.12	-54.55%	30
BURGLARY/BREAKING AND ENTERING		-100.00%										
Total	3,657.27	-19.69%	466	3,578.81	-2.15%	513	2,320.53	-35.16%	314	1,194.83	-22.93%	242

CITY OF LA MARQUE

1111 BAYOU ROAD, LA MARQUE, TEXAS 77568

INVITATION FOR BIDS (IFB) COMPETITIVE PROCUREMENT FOR GENERAL SERVICES, SUPPLIES, AND/OR EQUIPMENT

This IFB is being supported

by federal award number RCP-056096

allocated to the

CITY OF LA MARQUE

under the

American Rescue Plan Act (ARPA)

Coronavirus State and Local Fiscal Recovery Funds (SLFRF)

by the U.S. Department of the Treasury



Prepared By: Police Department

2478

American Rescue Plan Act (ARPA) Invitation for Bids (IFB)

October 1, 2024

Re: Invitation for Bids (IFB) for ballistic helmets funded with Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Allocated Under the American Rescue Plan Act (ARPA)

Dear Vendor:

The City of La Marque, hereinafter called "Entity", has received an allocation of American Rescue Plan Act (ARPA) funds, and is issuing an Invitation for Bids (IFB) for a general purchases and supplies contract. The item(s) are being solicited to assist the Entity in completing and implementing programs and/or projects funded with its allocation of ARPA funds.

The Sole Point of Contact for this solicitation may provide information regarding this IFB. Refer to the **Schedule of Events and Selection Summary** in Section 1 of this document for response details.

Respondent is responsible for ensuring that their IFB response is received in a timely manner and that it contains all elements of the IFB, including all required forms and any addendums issued. Respondent should complete the Solicitation Response Cover Sheet/Acknowledgement of Addenda/Submission Checklist contained in Attachment A and all other requirements identified in the IFB. IFB responses received after the deadline will not be opened and therefore not evaluated or considered for award, regardless of whether or not the delay was outside the control of the submitting provider. City of La Marque reserves the right to negotiate with providers submitting timely responses in accordance with state and federal procurement requirements, to reject any and all bids, and to select multiple respondents if it deems it's in the best interest of the Entity and/or desires to do so.

The Entity is an Affirmative Action/Equal Opportunity Employer. Minority Business Enterprises, Small Business Enterprises, Women Business Enterprises, and Labor Surplus Area firms are encouraged to submit bids.

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INVITATION FOR BID – GENERAL INFORMATION

SECTION 1 – SCHEDULE OF EVENTS AND SELECTION SUMMARY

1.1 SCHEDULE OF EVENTS – ALL DATES ARE TENTATIVE

1.1.1 The Entity reserves the right to change dates at any time. At the sole discretion of the Entity, events listed in Section 1 are subject to scheduling changes and cancellation. The Entity will make public any changes to the stated schedule.

1.1.2 All requests, questions, or other communication about this solicitation shall be made in writing and addressed to the Entity's Sole Point of Contact listed in Section 1. Only the Sole Point of Contact may be contacted regarding required elements for this IFB.

1.1.3 Respondent must review all documents and information in the *Exhibits* section and complete the required documents in the *Attachments* section and return with the signed bid sheet to the Entity's Sole Point of Contact.

SCHEDULE OF EVENTS + RESPONSE REQUIREMENTS

SCHEDULE OF EVENTS	
RFP NOTICE DATE:	October 1, 2024
VENDOR QUESTIONS DUE:	October 15, 2024, 5:00 PM CST
QUESTIONS ANSWERED BY:	October 22, 2024, 5:00 PM CST
PRE-PROPOSAL CONFERENCE: The Entity shall reject responses submitted by firms that do not attend the mandatory pre-proposal conference.	October 10, 2024 http://cityoflamarque.org/bidszoom
SITE VISIT: The Entity shall reject responses submitted by firms that do not attend the mandatory site visit.	If needed, will be scheduled.
PROPOSAL DUE DATE:	October 31, 2024, 10:00 AM CST
ESTIMATED AWARD DATE:	November 18, 2024, 6:00 PM CST
RESPONSE REQUIREMENTS	
QUESTIONS & ANSWERS ONLY – SOLE POINT OF CONTACT	
The Entity will allow written questions and requests for clarification of this solicitation. Questions must be submitted by email to the Sole Point of Contact listed below. Respondents' names will be	

removed from questions in any responses released.	
SOLE POINT OF CONTACT NAME:	City Clerk
ADDRESS:	1111 Bayou Road La Marque, TX 77568
EMAIL:	bids@cityoflamarque.org
PHONE:	409-938-9259
DELIVERY OF RESPONSE PROPOSAL – POINT OF CONTACT	
For digital delivery, the Subject Line should include Respondent's Name, RFP number, and time/due date of RFP and completed response and all attachments uploaded to the following point of contact:	
NAME:	-
TITLE:	City Clerk
DELIVERY POINT:	Bidsubmit.cityoflamarque.org
If mailed or hand-delivered, sealed proposals (an original and 3 copies) should be submitted on the original forms provided. Each response must be sealed and should be placed in a properly identified envelope with Respondent's Name, RFP number, and time/due date of RFP.	
For mail or hand-delivery, deliver response and all attachments to:	
NAME:	-
TITLE:	City Clerk
ADDRESS:	1111 Bayou Road LaMarque, TX 77568

1.2 SELECTION OF RESPONDENT(S)

1.2.1 The Entity intends to select Respondent(s) that best meet the needs of the Entity and that provide the best overall value. The Entity reserves the right to award multiple contracts from the finalist pool of successful Respondent(s). Respondents will be rated and ranked according to the evaluation criteria set forth below.

1.2.2 The Entity reserves the right to check references on any projects performed by the Respondent, whether provided by the Respondent or known by the Entity.

1.2.3 The Entity is not required to accept the lowest cost proposal.

1.2.4 See SECTION 4 – EVALUATION CRITERIA, for additional information on how Respondents will be evaluated and selected.

SECTION 2 – INTRODUCTION AND GENERAL CONDITIONS

2.1 GENERAL DESCRIPTION OF THE SCOPE OF WORK (SOW) – SEE SECTION 3 AND EXHIBIT A FOR SOW DETAILS

The Entity has received an allocation of American Rescue Plan Act (ARPA) funds and is issuing an Invitation for Bids (IFB) for a general purchases and supplies contract. The item(s) are being solicited to assist the Entity in completing and implementing programs and/or projects funded with its allocation of ARPA funds.

This solicitation includes purchase of:

2.1.1 **General Description:** Example: Purchase and delivery of 13 ballistic helmets.

2.1.2 The scope of work includes all labor, materials, goods and/or services necessary to provide the purchased items, including any installation specified in **Exhibit A**. The respondent shall submit a written copy of all warranty information prior to final acceptance by Entity.

2.1.3 **REFERENCED BRAND EXAMPLE:** Catalogs, brand names or manufacturer's references are descriptive only and indicate type and quality desired. Proposals on brands of like nature and quality will be considered. If proposing other than the referenced brands/model number, Respondent must show manufacturer, brand or trade name, product number and provide complete descriptive information of product offered and include with response. Failure to take exception to specifications or reference data will require Respondent to furnish specified brand names, numbers, etc.

2.2 CONSIDERATION OF AWARD

To be considered for award, Respondents must adhere to the requirements, when applicable to Vendors, as set forth in **Exhibit B**, the ARPA Required Provisions, and provide all other required information and documentation as set forth in this solicitation.

2.3 CONTRACT AWARD

The Entity may award a Firm Fixed Price Contract. A Respondent's proposal must be responsive to this solicitation and include all required documents as instructed in the solicitation and listed in the *Solicitation Response Cover Sheet/Acknowledgement of Addenda/Submission Checklist* (**Attachment A**).

2.4 TERM OF PURCHASE CONTRACT

The Contract or Purchase Order shall be effective upon date of execution (signed by the Entity designee), shall contain terms and conditions for the purchase, including delivery date and delivery location, and shall expire upon delivery and final acceptance by the Entity. A sample contract is available for review at **Appendix I**.

2.5 BID ACCEPTANCE

2.5.1 Proposals must be received, time stamped or otherwise acknowledged before the specified hour and date. Late submittals WILL NOT be considered under any circumstances. The Entity will not be held responsible for any solicitation response that is mishandled prior to receipt by the Entity. The Entity will not be responsible for any technical issues that result in late delivery, inappropriately identified

documents, or other submission error that may lead to disqualification (including substantive or administrative) or nonreceipt of the respondent's response.

- 2.5.2 The Entity reserves the right to accept or reject any and all proposals, to accept any proposal deemed advantageous and to waive irregularity in the proposals. By submitting a response, the Respondent acknowledges and will adhere to all specifications as stated within this procurement packet.
- 2.5.3 Bids CANNOT be altered or amended after the due date. Any alterations made before the due time must be initialed by Respondent or authorized agent. No response may be withdrawn after due date without approval and based on a written acceptable reason.
- 2.5.4 The Entity reserves the right to revise or amend the specifications prior to the due date. Such revisions or amendments, if any, will be announced by amendments or addendums to these specifications. Copies of such amendments or addendums so issued will be posted to the Entity's bidding websites. If Respondent demonstrates just reason for a change, the Entity must have at least five (5) working days' notice prior to submission due date.
- 2.5.5 In the event that Respondent finds discrepancies in or omissions from the specifications or other documents or be in doubt as to their meaning, Respondent should at once notify the Entity Sole Point of Contact and obtain clarification prior to submitting a response.
- 2.5.6 All Respondents must meet or exceed the minimum specifications to be considered a valid response. The Entity reserves the right to accept or reject all or any part of any response, waive minor technicalities and award the contract either to the lowest responsible Respondent or to the Respondent who provides goods or services at the best value for the Entity.
- 2.5.7 The Respondent agrees to protect the Entity from claims involving infringement of patents or copyrights.

PROPRIETARY OR CONFIDENTIAL INFORMATION; TEXAS PUBLIC INFORMATION ACT: Any proprietary, trade secret, or otherwise confidential information Respondent includes in its Proposal must be clearly labeled as proprietary or confidential information, and Respondent must identify the specific exception to disclosure in the Public Information Act (PIA). Merely making a blanket claim that the entire Proposal is protected from disclosure because it contains some proprietary information is not acceptable and shall make the entire Proposal subject to release under the PIA. Any information which is not clearly identified as proprietary or confidential shall be deemed to be subject to disclosure pursuant to the PIA.

Information, documentation, and other material in connection with this Response or any resulting Contract may be subject to public disclosure under the Texas PIA, Chapter 552 of the Texas Gov't Code.

- 2.5.8 There is no guarantee a contract will be awarded. The Entity reserves the right to cancel this IFB at any time.
- 2.5.9 All proposals become public documents and are subject to public review (upon request and as allowed by law). The submission of an IFB response will constitute representation by the Respondent that it understands and has complied with the requirements of the IFB. Submission of a response indicates the IFB information provided was sufficient in scope and detail to convey understanding of anticipated terms and conditions for performance of the work.
- 2.5.10 IFB Respondents assume all costs of preparation of the proposal. IFB responses become the property of the Entity.

2.6 PROHIBITED COMMUNICATION

On issuance of this solicitation, except for the written inquiries described in Section 2.6 above, the Entity, its representative(s), or partners will not answer any questions or otherwise discuss the contents of this solicitation with any potential respondent. This restriction does not preclude discussions between affected parties for the purposes of conducting business unrelated to this solicitation. Failure to comply with these requirements may result in disqualification of respondent's solicitation response.

2.7 TERMINATION CONDITIONS

See Contract at **Appendix I** for Termination Conditions.

2.7.1 FAILURE TO ENTER INTO A CONTRACT

Should the Selected Respondent ("Vendor"), to whom the contract is awarded, fail to enter into a contract within twenty-one (21) business days, the Entity may then, at its option, retain the Vendor's bid deposit/bond (if required) and accept the bid of the next lowest responsible bidder.

SECTION 3 – SCOPE OF WORK/TECHNICAL SPECIFICATIONS

3.1 MINIMUM REQUIREMENTS

- 3.1.1 The selected Vendor shall have no convictions or civil judgments preceding nor thereafter this solicitation rendered against Respondent for 1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; 2) violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- 3.1.2 The selected Vendor shall not ever have been indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated above.
- 3.1.3 Where applicable, Vendor's staff must meet and maintain current certifications and or licensure requirements as mandated by state law or the appropriate licensing authority.
- 3.1.4 Vendor must not be debarred at the time of response submission, and prior to award of a contract, the System for Award Management (SAM.gov) and the Texas Comptroller's website will be checked to ensure Vendor is not debarred. If the Vendor is debarred, the Vendor's proposal will not be evaluated.

3.2 SCOPE OF SERVICES Construct

- 3.2.1 **The required products or services shall be provided in accordance with attached Exhibits:**
 - **Exhibit A:** Project Scope of Work
 - **Exhibit B:** ARPA Required Provisions
 - **Exhibit C:** Other Relevant Information

3.2.2 Work Orders

During the term of any contract awarded, the Entity may request the Vendor to perform certain tasks as described in the scope, subject to a specific work order authorization. All work authorizations shall be in writing, signed by all parties, and shall include a scope of services, a list of tasks to be performed, a time schedule, a list of deliverables and such other information or special conditions as may be necessary for the work requested.

- 3.2.3 **Condition of Product:** New Equipment ONLY; NO re-manufactured or “gray market” items. All items must be covered by the manufacturer’s warranty. The unit(s) shall be made ready for continuous operation upon delivery. Respondent is cautioned that any unit delivered to the FOB point that does not meet specifications in every aspect will not be accepted.
- 3.2.4 **All Parts:** All parts not specifically mentioned which are necessary for the unit to be complete and ready for operation or which are normally furnished as standard equipment shall be furnished by the vendor. All parts shall conform in strength, quality, and workmanship to the accepted standards of the industry.
- 3.2.5 **Manuals:** Manuals containing illustrated parts list and operating and service instructions for the units shall be delivered with units. Manuals shall outline all necessary service and operating instructions for the units delivered and provide necessary warning and safety precautions.
- 3.2.6 **Warranty Requirements:** The units shall be warranted against defects in material and workmanship for a standard manufacturer’s warranty and shall cover 100% parts and labor for the units. Vendor shall furnish warranty and a list of warrantied repair companies to the Entity at time of delivery. The warranty begins on the date the units are determined to meet specifications and accepted by the Entity.

3.3 DELIVERY AND ACCEPTANCE

- 3.3.1 **Freight Charges:** Shipping shall be FOB destination; therefore, unit prices must include all shipping, handling, fuel surcharges, and delivery fees.
- 3.3.2 **Delivery Schedule:** Recommended delivery not to exceed ninety (90) calendar days from date of award; delivery terms may be a factor in determining award. Respondent must contact the Entity point of contact to schedule delivery date and time. Respondent shall provide a minimum forty-eight (48) hours’ notice prior to delivery.

3.4 DELIVERY CONTACT(S): Respondent shall contact the Entity for delivery a minimum of one (1) week in advance to coordinate delivery.

Delivery Contact Name:	City Clerk
Phone:	409-938-9259
Email:	bids@cityoflamarque.org

3.5 REGISTRATION AND TITLING (when applicable): Permanent registration and titling will be performed by the Entity. **DO NOT REGISTER ITEM.** Respondent shall supply, as applicable, dealer’s tag for item for sixty (60) days from date of delivery. The original Certificate of Origin (COO) or Manufacturer’s

Statement of Origin (MSO) as well as the most current version of TXDMV Form 130U or Application for Texas Title with signature shall be submitted with an invoice to the Entity.

3.6 DELIVERY DELAYS: If delay is foreseen, Respondent shall give written notice to the Entity and must keep the Entity advised of status of order at all times. Default in promised Delivery Days After Receipt of Order (ARO) without accepted reasons or failure to meet specifications authorizes the Entity to cancel contract/Purchase Order.

3.7 COMPLIANT PRODUCTS: Delivery does not occur until the Respondent delivers products, materials, or services in full compliance with the specifications to Entity's FOB destination, unless delivery is specifically accepted, in whole or in part, by the Entity. Providing products, materials, or services which do not meet all specification requirements does not constitute delivery. Entity reserves the right to require new delivery or a refund in the event that materials or products not meeting specifications are discovered after payment has been made. **NO SUBSTITUTIONS PERMITTED WITHOUT WRITTEN APPROVAL OF THE ENTITY.**

3.8 ACCEPTANCE: All equipment ordered will be subject to acceptance inspection and performance testing upon receipt. Acceptance inspection and performance testing will not take more than five (5) working days, weather permitting. Respondent will be notified within this time frame of any units not delivered in full compliance with the purchase order specifications. In the event the goods tested fail to meet or exceed all conditions and requirements of the solicitation and Contract, the goods will be rejected in whole or in part, at the State's Entity's option, and returned to the Vendor or held for disposition at the Vendor's expense. Latent defects may result in cancellation of the Contract at no expense to the Entity.

3.9 RECORD KEEPING

3.9.1 Respondents shall provide, enter, or upload all documentation, communications, and records including all permits, certifications, warranties, and approvals regarding all provided services/products as instructed by the Entity.

3.9.2 Respondents shall maintain records of all events that affect, or may be expected to affect the quality, scope, or progress of the services. All records shall be retained for a period of **five (5) years** following the closeout of the Entity's federal grant.

3.9.3 Insurance

3.9.3.1 If applicable, an original, certified copy of an Insurance Certificate listing the Entity as additional insured, must be submitted with the Respondent's submittal (**see Attachment E for requirements**). The successful Respondent will be required to maintain at all times during performance of the Contract, the insurance detailed below.

3.9.3.2 Workers' Compensation Insurance

3.9.3.3 Employers' Liability Insurance

3.9.3.4 Comprehensive General Liability Insurance

3.9.3.5 Excess Liability Insurance, Comprehensive General Liability Insurance, Comprehensive Automobile Liability Insurance

3.10 TERMS AND CONDITIONS

- 3.10.1 **Indemnity Clause** – The Respondent agrees to indemnify and save harmless the Entity and its officers, agents, and employees from any and all claims, causes or action, and damages of every kind, for injury to or death of any person and damages, to property arising out of or in connection with the work done by Respondent under this contract, and including acts or omissions of the Entity or its officers, agents, or employees in connection with said contract.
- 3.10.2 **Equal Opportunity Employer** – The successful Respondent shall warrant and agree that he/she is an Equal Opportunity Employer. Should complaints of any form of discrimination, either in dispensation of the service, or within company hiring policies be substantiated, this contract may be terminated immediately.
- 3.10.3 **Assignment** – The successful Respondent may not assign, sell, or otherwise transfer this contract without prior written consent of the Entity.
- 3.10.4 **Compliance with Laws** – The Respondent 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.
- 3.10.4.1 Additionally, all applicable local government codes for the State of Texas also apply to this contract. All equipment, supplies and work furnished under this contract shall comply with applicable laws, ordinances, and regulations. Respondent shall obtain and pay for such permits and inspections as are required for the legal performance of this work, unless otherwise specified. Respondent shall comply with all federal and state laws and Entity's ordinances and codes applicable to the Respondent's operation under this contract. These specifications and the contract resulting here shall be fully governed by the laws of the State of Texas and shall be fully performable in Galveston County, Texas, where venue for any proceeding arising hereunder will lie.
- 3.10.5 **Silence of Specifications** – The apparent silence of specifications as to any detail, or the apparent omission from it or a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality shall be used. All interpretations of specifications shall be made on the basis of this statement. The Respondent should request clarification from the Entity as specified in this document.

SECTION 4 – EVALUATION CRITERIA

4.1 RESPONSIVENESS OF QUALIFICATIONS SUBMISSION:

Pass/Fail

Qualifications submission shall be responsive to all material requirements that shall enable the evaluation committee to evaluate responses in accordance with the evaluation criteria to make a recommendation to Officials of the Entity.

4.2 FINANCIAL STABILITY OF RESPONDENT:

Pass/Fail

Financial stability of the Respondent to successfully undertake the project and the ability to ensure performance over the duration of the contract.

4.3 TECHNICAL REQUIREMENTS:

100 Points Total

Extent to which the provided service or products meets the needs of the Entity, including, but not limited to, the criteria in the evaluation matrix and in the submission requirements section and as expressed in this document.

4.4 EVALUATION CRITERIA AND RATING SHEET:

Solicitation responses shall be evaluated in accordance with Part 200 of the Uniform Administrative Requirements, Cost Principles, Audit Requirement, and Chapter 2269 of the Texas Government Code. The Entity will make the selection on the basis of demonstrated competence and qualifications; and to a Respondent that provides a fair and reasonable price.

The Entity evaluates the responses, prepares a Bid Tabulation sheet, determines the award on the basis of fair and reasonable pricing considered to be the Best Value to the Entity.

Only responses submitted in compliance with the **Schedule of Events + Response Requirements** section and meeting qualifications will be considered. Failure to submit the required information may be cause for rejection of the bid response. The Entity reserves the right to waive informalities and minor irregularities in bids received.

Initial Compliance Screening

The Entity will perform an initial screening of all solicitation responses received. Unsigned solicitation responses, and solicitation responses that do not meet the minimum qualifications above and/or do not include all required forms and information may be subject to rejection without further evaluation.

Additional Evaluation Criteria

All solicitations will be evaluated based on Responsiveness and Price. Responsiveness means adhering to the Terms and Conditions and specifications of the supplies requested. If Respondent(s) who has the lowest price is deemed to be non-responsive, Entity will disqualify the offer and evaluate the response of the next lowest priced responsive Respondent.

Evaluation Process: The Entity's Evaluator(s) completes a Rating Sheet using the criteria described below. The bid submitted must be a firm-fixed price.

Rating Sheet

EVALUATION CRITERIA	SCORE
Responsiveness of Proposal	Pass/Fail
Financial Stability	Pass/Fail
Understanding of Work; Experience and Qualifications	20
Capacity to Perform, Delivery/Service Schedule, and References	20
Pricing	60

TOTAL SCORE	100
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SECTION 5 – RESPONSE SUBMISSION REQUIREMENTS

This section details the requirements for submitting all required information. Respondents are advised to see Schedule of Events + Response Requirements on Page 4 of this document, and to carefully review all the requirements and submit all documents and information as indicated in this IFB. Additional information may be requested for clarification. Incomplete responses may lead to a submission being deemed nonresponsive and will not be considered.

To ensure some degree of uniformity in the submission, please follow the outline listed below.

5.1 STATEMENT OF INTEREST

The statement of interest should be limited to a maximum of two (2) pages and must include a brief introduction of the company, a statement of the Respondent's understanding of the work to be performed and that the company meets and will comply with the requirements set forth in this document.

5.2 EXPERIENCE AND RELEVANT QUALIFICATIONS

Respondent shall demonstrate related professional qualifications, experience, and knowledge similar to this scope of work. Response should include information similar in scope and size to the scope of work in this IFB. Limit to four (4) pages. Minimum submission shall address the following:

5.2.1 Experience – Respondents shall provide a concise narrative description of their firm's experience in services similar in size and scope to the requested scope of services. Describe any work performed in or for the Entity. Respondents shall provide descriptions of at least three (3) projects of similar size and scope to this Program. Projects should include project location, duration and project description and scope of work the Respondent performed.

5.2.2 Relevant Qualifications – Respondents must provide a brief summary to include total number and types of employees, skills, knowledge and abilities, company background history, and number of years in providing similar services as outlined in this document.

5.3 CAPACITY TO PERFORM

Respondent should state its firm commitment to provide goods or services within the prescribed delivery date and time.

5.3.1 Work Capacity: Respondent shall provide information to demonstrate capacity to perform requested work. Respondents shall provide a detailed typical schedule to show sequence of key work activities and the number of days to complete each task.

5.3.4 If applicable, **Bonding Capacity:** Respondent(s) shall provide proof of bonding capacity in a statement addressed to the Entity from a certified bonding company authorized to do business in the State of Texas. The letter must clearly state the amount of Firm's bonding capacity to be reserved for the Entity's projects. Firm shall carry a minimum bonding capacity of the project value upon execution of the Contract. The bond(s) must be made payable to the Entity. In your response,

please provide a statement regarding your ability to provide proof of bonding as directed in the Exhibits that follow.

5.4 FINANCIAL STABILITY

Respondent shall provide a statement that includes the following:

- 5.4.1 A full disclosure of any events, liabilities, or contingent liabilities that could affect Respondent's financial ability to perform this contract; and
- 5.4.2 Other financial information sufficient for the Entity, in its sole judgement, to determine if Respondent is financially solvent or adequately capitalized.

5.5 LEGAL ACTIONS

Provide a list of all pending litigation and include a brief description of the reason for legal action (if applicable).

5.6 PRICING

- 5.6.1 Respondents shall complete and submit the Pricing Sheet (see **Attachment B**).
- 5.6.2 Prices for all goods and/or services shall be all inclusive. Pricing offered shall be valid for ninety (90) days from response due date.
- 5.6.3 The Entity is exempt from taxes. DO NOT INCLUDE TAX IN YOUR PRICING SUBMITTAL.
- 5.6.4 Estimated Quantities – Quantities indicated are estimated based upon the best available information. The Entity reserves the right to increase or decrease the quantities by any amount deemed necessary to meet its needs without any adjustments in the bid price.

LIST OF EXHIBITS

EXHIBIT A	PROJECT SCOPE OF WORK
EXHIBIT B	REQUIRED CONTRACT PROVISIONS
EXHIBIT C	OTHER RELEVANT INFORMATION/SPECIAL CONDITIONS

EXHIBIT A – PROJECT SCOPE OF WORK

Ballistic helmets ensure provide protection to tactical operators while conducting higher risk operations. Protech Tactical's line of ballistic helmets, the Delta is a traditional ACH style helmet known for its durability, performance and overall ballistic protection [NIJ 0106.01 compliant and modified to address higher type IIIA rounds and velocities].

The Delta 4 (bolted) is the most accommodating ballistic helmet offered by Protech, as it is compatible with all available retention systems and optional accessories.

Effective communication is paramount for proper execution of tactics and accomplishing of goals. The Safariland Liberator IV is the first top-tier tactical single comm headset to offer cutting-edge multi-mode operations and a dual fuel system.

Employing the proven features of the Liberator V Dual Comms Headset but in a rugged single communications channel package, the Liberator IV is proudly designed and manufactured in the USA. The advanced Dual Fuel system efficiently interchanges between two AAA or one CR123 battery, ensuring uninterrupted power during mission-critical situations. Engineered to excel in high-noise environments, the Liberator IV offers tailored operational modes to safeguard against impulse noise like gunfire and steady-state noise like helicopter operations. Further advancing Liberator IV functionality, user-customizable audio profiles accessible via a simple keystroke on the headset allow audio adaptability for advanced environmental awareness. Experience unimpeded communications with mission-focused engineering for challenging terrains, unparalleled comfort for extended missions, and the durability to carry on through any situation. Elevate tactical communications with the Liberator® IV, where innovation, protection, and performance unite in a single, American-crafted package.

All prices must include all shipping, handling, fuel surcharges, and delivery fees.

Item	Description	Quantity	Unit of Measure
1	Safariland Protech Delta 4 bolt high cut helmet 3A. helmet color to be tactical green.	3	each
2	RPS liner with Delta Retention System	3	Each
3	ProTech Ops-Core ARC rail set. Rail set color to be foliage green	3	each
4	Safariland Liberator IV Advanced Single Comm Headset and PTT. Color is olive drab green, impedance LE, boom mic left flexible boom mic, adaptive suspension helmet mount with 2 scorpion mounts, standard style rail, PTT system alpha, radio Motorola APX 6000, with volume control.	3	each
5	Delivery Location: 431 Bayou Road La Marque, TX, 77568		
6	DELIVERY SCHEDULE: 90		

EXHIBIT B – 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
	2 CFR 200 Appendix II (A-L)		
>\$250,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908 , must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.	2 CFR 200 APPENDIX II (A)	Contractor RFP/IFB Contractor RFQ Subrecipients
>\$10,000	All contracts in excess of \$10,000 must address termination for cause and for convenience by the Non-Federal entity including the manner by which it will be affected and the basis for settlement.	2 CFR 200 APPENDIX II (B)	Contractor RFP/IFB Contractor RFQ Subrecipients
None	Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." 41 CFR 60-1.4 Equal opportunity clause. (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: 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: During the performance of this contract, the contractor agrees as follows: (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and	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
	selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin. (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information. (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. (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. (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. (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. (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: 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. 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		

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. 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. 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.		
>\$10,000,000 for ARPA but State Provision Applies at any amount and/or >\$2,000 for CDBG/Braided Funds Projects See TX Prevailing Wage Laws	Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$10,000,00 awarded by Non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The Non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The Non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Non-Federal entity must report all suspected or reported violations to the Federal awarding agency.	2 CFR 200 APPENDIX II (D)	Contractor RFP/IFB Subrecipients
>\$100,000	Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the Non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is	2 CFR 200 APPENDIX II (E)	Contractor RFP/IFB Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open 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

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	See 2 CFR §200.323 - Procurement of Recovered Materials. 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. 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. 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— 1. Competitively within a timeframe providing for compliance with the contract performance schedule; 2. Meeting contract performance requirements; or 3. At a reasonable price. ii. Information about this requirement, along with the list of EPA-designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program. iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the “Solid Waste Disposal Act.”	2 CFR 200 APPENDIX II (J)	Contractor RFP/IFB Contractor RFQ Subrecipients
	See 2 CFR §200.216 - Prohibition on certain telecommunications and video surveillance services or equipment (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (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). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (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	2 CFR 200 APPENDIX II (K)	Contractor RFP/IFB Contractor RFQ Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	owned or controlled by, or otherwise connected to, the government of a covered foreign country. (b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. (c) See Public Law 115-232, section 889 for additional information. (d) See also § 200.471.		
	See 2 CFR §200.322 - Domestic Preferences for Procurements. (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. (b) For purposes of this section: (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. (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.	2 CFR 200 APPENDIX II (L)	Contractor RFP/IFB Contractor RFQ Subrecipients
	Additional 2 CFR 200 references & Other Regulations		
None	The Federal awarding agency must establish conflict of interest policies for Federal awards. The Non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.	2 CFR 200.112	Contractor RFP/IFB Contractor RFQ Subrecipients
None	Contracting with HUB, small and minority businesses, women’s business enterprises, and labor surplus area firms. (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. (b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women’s business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;	2 CFR 200.321	Contractor RFP/IFB Contractor RFQ Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.		
>\$10,000	An NFE (Non-Federal Entity) that is a state agency or an agency of a political subdivision of a state, and the NFE's contractors must comply with Section 6002 of the Solid Waste Disposal Act. Applicable NFEs must include a contract provision requiring compliance with this requirement. This includes contracts awarded by a state agency or political subdivision of a state and its contractors for certain items, as designated by the EPA, with a purchase price greater than \$10,000. Indian Tribal Governments and nonprofit organizations are not required to comply with this provision. Additional requirements are listed below.	2 CFR 200.323	Contractor RFP/IFB Contractor RFQ Subrecipients
None	Financial records, supporting documents, statistical records, and all other Non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon Non-Federal entities. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations. The only exceptions are the following: (a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations. (b) When the Non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period. (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition. All records related to ARPA shall be maintained for 5 years per the ARPA terms and conditions and regulations. (d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the Non-Federal entity All records related to ARPA shall be maintained for 5 years per the ARPA terms and conditions and regulations. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations. (e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the Non-Federal entity's fiscal year in which the program income is earned. (f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting	2 CFR 200.334	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates). (1) <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. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations. (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. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations.		
None	The Federal awarding agency and the Non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the Non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not 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.	2 CFR 200.336	Contractor RFP/IFB Contractor RFQ Subrecipients
None	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.	Texas Government Code 2252.152	Contractor RFP/IFB Contractor RFQ Subrecipients
>\$100,000	PROVISION REQUIRED IN CONTRACT. (a) This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.	Texas Government Code 2271	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
For Critical Infrastructure Projects	PROHIBITION ON CONTRACTS WITH CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE. PROHIBITED CONTRACTS. (a) A governmental entity may not enter into a contract or other agreement relating	Texas Government Code, Title 10, Subtitle F, Chapter 2274.0102	Subrecipients EC 6.1 Awardees

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	to critical infrastructure in this state with a company: (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 (2) if the governmental entity knows that the company is: (A) owned by or the majority of stock or other ownership interest of the company is held or controlled by: (i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; or (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 (B) headquartered in China, Iran, North Korea, Russia, or a designated country. (b) The prohibition described by Subsection (a) applies regardless of whether: (1) the company's or its parent company's securities are publicly traded; or (2) the company or its parent company is listed on a public stock exchange as: (A) a Chinese, Iranian, North Korean, or Russian company; or (B) a company of a designated country.		
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
ARPA Terms & Conditions			
ARPA Terms, Conditions, & Records	1. Use of Funds. a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing. 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.	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.	Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
		117-2; Section 602(b), 603(b) and/or 603(c) as applicable	
ARPA Terms, Conditions, & Records	4. Maintenance of and Access to Records 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. 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. 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.	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	5. Pre-award Costs. Pre-award costs, as defined in 2 CFR § 200.458, may not be paid with funding from this award.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.	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	7. Cost Sharing. Cost sharing or matching funds are not required to be provided by 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	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.	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	9. Compliance with Applicable Law and Regulations. 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. b. Federal regulations applicable to this award include, without limitation, the following: 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	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
	exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award. ii. Universal Identifier and System for Award Management (SAM), 2 CFR Part 25, pursuant to which the award term set forth in Appendix A to 2 CFR Part 25 is hereby incorporated by reference. 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. 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. 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. vi. Governmentwide Requirements for Drug-Free Workplace, 31 CFR Part 20. vii. New Restrictions on Lobbying, 31 CFR Part 21. viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations. ix. Generally applicable federal environmental laws and regulations. c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following: i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury’s implementing regulations at 31 CFR Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance; ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability; iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance; iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury’s implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and 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.		
ARPA Terms, Conditions, & Records	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.	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	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.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c)	Subrecipients

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	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
	management; v. An authorized official of the Department of Justice or other law enforcement agency; vi. A court or grand jury; or vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct. 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.		
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 C – OTHER RELEVANT INFORMATION/SPECIAL CONDITIONS

N/A

ATTACHMENTS

THE FOLLOWING DOCUMENTS MUST BE COMPLETED AND INCLUDED IN THE RESPONSE PACKAGE:

1. ATTACHMENT A SIGNED SOLICITATION RESPONSE COVER SHEET/ACKNOWLEDGEMENT OF ADDENDA/SUBMISSION CHECKLIST
2. ATTACHMENT B PRICING SHEET
3. ATTACHMENT C SYSTEM FOR AWARD MANAGEMENT (SAM.GOV) RECORD SEARCH
4. ATTACHMENT D CUSTOMER/CLIENT REFERENCES
5. ATTACHMENT E CERTIFICATE OF INSURANCE (IF APPLICABLE)
6. ATTACHMENT F ETHICS AND CONFLICT OF INTEREST ACKNOWLEDGEMENT (OPTIONAL)
8. ATTACHMENT G TEXAS ETHICS COMMISSION CERTIFICATE OF INTERESTED PARTIES (FORM 1295)
9. ATTACHMENT H CONFLICT OF INTEREST QUESTIONNAIRE (FORM CIQ)
10. ATTACHMENT I DISCLOSURE OF LOBBYING ACTIVITIES SF-LLL CERTIFICATION
11. ATTACHMENT J BIDDER'S CERTIFICATION
12. ATTACHMENT K NON-COLLUSION AFFIDAVIT

ATTACHMENT A:

SOLICITATION RESPONSE COVER SHEET/ACKNOWLEDGMENT OF ADDENDA/SUBMISSION CHECKLIST

Title of Solicitation:	
Name of Respondent:	
Company:	
Mailing Address:	
City, State, Zip:	
Phone Number:	
Company Contact Email Address:	
Texas Vendor ID Number:	
EIN/Federal Tax Identification Number:	

ACKNOWLEDGEMENT OF ADDENDA

ADDENDUM NO.	DATE ISSUED

☐ Please check this box if no addenda were issued.

ATTACHMENT A (CONTINUED)

SOLICITATION RESPONSE COVER SHEET/ACKNOWLEDGMENT OF ADDENDA/ SUBMISSION CHECKLIST

This checklist is provided for the Respondent's use in assuring compliance with required documentation; however, it does not include all specification requirements and does not relieve the Respondent of the need to read and comply with the specifications. Your submittal of the documents attests to the fact that you have read and/or included the documents with your response.

SUBMISSION CHECKLIST

CHECK FOR COMPLETION	DOCUMENTS REQUIRED FOR SUBMISSION
☐	A. Solicitation Response Cover Sheet/Acknowledgement of Addenda/Submission Checklist
☐	B. Pricing Sheet
☐	C. System for Award Management (SAM.gov)
☐	D. Customer/Client References
☐	E. Certificate of Insurance
	F. Ethics and Conflict of Interest Acknowledgement (Optional)
N/A	G. Texas Ethics Commission Certificate of Interested Parties (Form 1295) (This is a sample and is only required to be completed by the Respondent selected for award.)
☐	H. Conflict of Interest Questionnaire (Form CIQ)
☐	Please check this box if the Respondent does not identify a conflict of interest and therefore, will not be submitting the Conflict of Interest Questionnaire Form CIQ.
☐	I. Disclosure of Lobbying Activities SF-LLL Certification (Required for all bids exceeding \$100,000)
☐	Please check this box if the bid does not exceed \$100,000.
☐	J. Bidder's Certification
☐	K. Non-Collusion Affidavit
☐	

The Respondent's authorized agent must sign this document to acknowledge having read this solicitation carefully and completely, including the list of addenda, and that the information submitted is true and correct.

AUTHORIZED AGENT NAME:	
AUTHORIZED SIGNATURE:	
TITLE OF AUTHORIZED AGENT:	
DATE OF SIGNATURE:	

ATTACHMENT B: PRICING SHEET

Respondent shall complete and submit the following pricing sheet with the bid response package. The Entity reserves the right to make an award on the basis of low bid in the interest of the Entity and to reject any and all bid items in the sole discretion of the Entity.

ITEM	DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENSION
1	Entity should enter the description and quantity of the services/products as contained in the Scope of Work in Exhibit A			\$	\$
2				\$	\$
3				\$	\$
4				\$	\$
5				\$	\$
TOTAL FIRM FIXED PRICE					\$
6	DELIVERY – Number of calendar days for delivery after receipt of the order:			90	
Name of Firm:					
IFB #:					
IFB Name:					

AUTHORIZED AGENT – SIGNATURE AND CONTACT INFORMATION

The Respondent's authorized agent must sign this document to acknowledge they read this solicitation carefully and completely, and the information submitted is true and correct.

SIGNATURE OF AUTHORIZED AGENT:	
PRINTED NAME OF AUTHORIZED AGENT:	
TITLE OF AUTHORIZED AGENT:	
DATE OF SIGNATURE:	

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

This project is funded by Coronavirus State and Local Fiscal Recovery Funds which requires all contractors and vendors to be in good standing according to SAM.gov and the Texas State Comptroller's office.

Verification of SAM.gov Status

1. Respondent must not be suspended or debarred at the time of the proposal submittal. The proposal response package must include a completed Non-Debarment Certification Form located **on the next page** herein.
2. All Respondents must be pre-vetted for eligibility to perform the outlined ARPA funded scope of work. A printed screenshot from the SAM.gov website verifies whether the Vendor is excluded from contract participation at the federal level.

Contract Award

The ARPA Award Recipient must verify the SAM.gov status of the Respondent(s) selected for contract award prior to execution of the contract as stated in the Non-Debarment Certification Form. The final verification of the Respondent's SAM.gov status is completed prior to contract award, and in addition to the initial verification documentation provided with the proposal response submittal.

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

NON-DEBARMENT CERTIFICATION FORM

COMPANY/ENTITY LEGAL NAME:

STREET ADDRESS:

CITY:

STATE:

ZIP:

CONTACT NAME:

CONTACT EMAIL:

CONTACT PHONE:

*UEI #

**TIN #

*Subrecipients are required to have a Unique Entity Identifier (UEI) Number prior to an award. 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. **Beneficiary Entities are required to have UEI and/or TIN.

APPLICABLE REGULATIONS: As stated in the ARPA/SLFRF Terms & Conditions: "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."

Also, Federal Executive Order (E.O.) 12549: "Debarment" 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: www.sam.gov

Be advised that we may pursue available remedies per 2 CFR 180.360 as an ARPA recipient entity: "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."

[INITIAL]

CERTIFICATION & SIGNATURE

We hereby certify that we are not excluded, disqualified, or debarred from receiving federally funded awards.

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 this agreement's termination and/or the repayment of funds.

Your signature certifies that the information provided on this form is correct and 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.

SIGNATURE

PRINTED NAME & TITLE

DATE

FOR DEPARTMENT USE ONLY

SAM Debarment/Certification Record of Clearance

Yes [] No []

Note:

State of Texas Debarred Vendor List Cleared

Yes [] No []

Note:

Verified By:

Yes [] No []

Date:

ATTACHMENT D: CUSTOMER/CLIENT REFERENCES

Respondents shall use Attachment D to describe a minimum of three (3) and maximum of five (5) references for jobs, and corresponding references, completed within last five (5) years.

Respondent's Name: _____

The references shall illustrate recent experience successfully completing work of a similar nature and scope as the work described in this IFB. This form may be modified as needed to comply with the requirement to document company information. ***Failure to return this attachment (or a reasonable facsimile) may result in the proposal being considered non-responsive. Failure to provide references may result in the proposal being considered non-responsive.***

REFERENCE 1:

Company Name:	
Company Address:	
Contact Name/Title/Phone:	
Contact Email:	
Contract Award Date:	
Contract Completion Date:	
Contract Project Name:	
Brief Description of Services:	

REFERENCE 2:

Company Name:	
Company Address:	
Contact Name/Title/Phone:	
Contact Email:	
Contract Award Date:	
Contract Completion Date:	
Contract Project Name:	
Brief Description of Services:	

REFERENCE 3:

Company Name:	
Company Address:	
Contact Name/Title/Phone:	
Contact Email:	
Contract Award Date:	
Contract Completion Date:	
Contract Project Name:	
Brief Description of Services:	

REFERENCE 4:

Company Name:	
Company Address:	
Contact Name/Title/Phone:	
Contact Email:	
Contract Award Date:	
Contract Completion Date:	
Contract Project Name:	
Brief Description of Services:	

REFERENCE 5:

Company Name:	
Company Address:	
Contact Name/Title/Phone:	
Contact Email:	
Contract Award Date:	
Contract Completion Date:	
Contract Project Name:	
Brief Description of Services:	

ATTACHMENT E: CERTIFICATE OF INSURANCE
(PROPOSAL RESPONDER SUPPLIES INSURANCE WITH THE PROPOSAL PACKAGE)

INSURANCE REQUIREMENTS

If requested, the Respondent shall supply an original, certified copy of an insurance certificate listing **the Entity** as additional insured. The successful Respondent will be required to maintain, at all times during performance of the contract, the insurance detailed below. Failure to provide this insurance certificate within the specified amount of time may result in disqualification of bid.

- a. Workers' Compensation Insurance as required by laws and regulations applicable to and covering employees of Contract engaged in the performance of the work under this agreement with a limit of not less than \$1,000,000.00.
- b. Employers' Liability Insurance protecting Responder against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master-servant relationship with a limit of not less than \$1,000,000.00.
- c. Comprehensive General Liability Insurance including products/completed operation with limits of liability of not less than: Bodily Injury \$1,000,000.00 per each person, \$2,000,000.00 per each occurrence/aggregate; Property Damage \$1,000,000.00 per each occurrence;
- d. Excess Liability Insurance Comprehensive General Liability, Comprehensive Automobile Liability and coverages afforded by the policies above, with the minimum limits of \$_____ excess of specified limits.

ATTACHMENT F: ETHICS AND CONFLICT OF INTEREST ACKNOWLEDGEMENT

Public servants are expected to conduct themselves impartially and in a manner that inspires public confidence, while ensuring that responsible contractors have fair and equal access to governmental procurement.

The City of La Marque is committed to protection of government integrity, while also facilitating the recruitment and retention of the skilled personnel necessary to support its operations. To achieve this objective, The City of La Marque has established standards of ethical conduct and conflict of interest policies and expects all vendors, contractors, and subrecipients to adhere to the same core principles as described below.

To achieve these standards, it is essential that those doing business with the City of La Marque also observe the ethical standards prescribed here.

I acknowledge that it is a breach of ethics to attempt to influence any public employee, elected official, or department head to violate the standards of ethical conduct set forth in this code.

I further acknowledge that it is a breach of ethics for any employee of City of La Marque or a vendor doing business with the City of La Marque to participate directly or indirectly in a procurement when the employee or vendor knows that:

- A. The employee or any member of the employee's immediate family or household has a substantial financial interest in a company responding to a City of La Marque procurement.
- B. A business or organization in which the employee or any member of the employee's immediate family has a financial interest pertaining to the procurement.

I understand that it is a breach of ethics to offer, give, or agree to give any employee of City of La Marque, or for any employee to solicit, demand, accept, or agree to accept from a vendor, a gratuity of consequence or any offer of employment in connection with any decision, approval, disapproval, recommendation, preparation, or any part of a program requirement or purchase request influencing the content of specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or controversy, any particular matter pertaining to any program requirement, contract or subcontract, or to any solicitation or proposal therefore pending before City of La Marque.

I acknowledge that it is a breach of ethics for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for City of La Marque as an inducement for the award of a contract or order.

I certify that I have read and understand the ethical standards set forth by City of La Marque and agree to comply with them in all business dealings with the City of La Marque.

SIGNATURE, VENDOR AUTHORIZED REPRESENTATIVE

COMPANY

PRINTED NAME, TITLE

DATE

(TO BE COMPLETED BY THE AWARDED VENDOR PRIOR TO CONTRACT EXECUTION)

Form provided by Texas Ethics Commission

ATTACHMENT H: CONFLICT OF INTEREST QUESTIONNAIRE (FORM CIQ)

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.	OFFICE USE ONLY 	
1 Name of vendor who has a business relationship with local governmental entity.		
2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
3 Name of local government officer about whom the information is being disclosed. Name of Officer		
4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary. A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor? ☐ Yes ☐ No B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity? ☐ Yes ☐ No		
5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.		
6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).		
7 Signature of vendor doing business with the governmental entity Date		

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

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

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

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

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

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

- (2) the vendor:

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

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

or

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

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

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

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

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

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

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

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

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

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

- (1) the date that the vendor:

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

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

- (2) the date the vendor becomes aware:

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

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

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

ATTACHMENT I: DISCLOSURE OF LOBBYING ACTIVITIES
SF-LLL 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 of Lobbying Activities," in accordance with its instructions.
- (c) The undersigned shall require that the language in paragraphs (a) and (b) 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, _____ (insert business name), 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	
NAME OF AUTHORIZED AGENT	
TITLE OF AUTHORIZED AGENT	
DATE	

DISCLOSURE OF LOBBYING ACTIVITIES – INSTRUCTIONS

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

1. Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. Status of Federal Action: ☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award	3. Report Type: ☐ a. initial filing ☐ b. material change
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, <i>if known</i> : Name: Street Address: City, State, Zip: Congressional District, if known:		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Name: Street Address: City, State, Zip: Congressional District, if known:
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, <i>if applicable</i> : _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10a. Name and Address of Lobbying Registrant Name (First, MI, Last): Street Address: City, State, Zip:	10b. Individuals Performing Services <i>(including address if different from No. 10a)</i> Name (First, MI, Last): Street Address: City, State, Zip:	
11. Information requested through this form is authorized by Title 31 U.S.C., Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. Signature: _____ Name: _____ Title: _____ Telephone: _____ Date: _____		
Federal Use Only		Authorized for Local Reproduction Standard Form – LLL (Rev. 7-97)

ATTACHMENT J: BIDDER'S CERTIFICATION

In accordance with Texas Government Code Sections 2252.001 through 2252.004 (relating to bids by nonresident contractors), the pertinent portion of the Act has been extracted and is as follows:

1. "Nonresident bidder" refers to a person who is not a resident.
2. "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the greater of the following:

1. the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located; or
2. the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which a majority of the manufacturing relating to the contract will be performed.

I certify that _____ (Company Name) is a

☐ **Resident bidder of Texas** as defined in Section 2252.001(4), Texas Government Code,

OR

☐ **Nonresident bidder** as defined in Section 2252.001(3), Texas Government Code, and our principal place of business is located at _____ (City and State).

Note: If the Respondent is an out-of-state company, a Certificate of Authority from the Secretary of State to do business in Texas must be provided.

SIGNATURE	
NAME OF AUTHORIZED AGENT	
TITLE OF AUTHORIZED AGENT	
DATE	

ATTACHMENT K: NON-COLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT

STATE OF TEXAS §
 §
COUNTY OF _____ §

By the signature below, the signatory for the bidder certifies that neither he/she 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 _____ on
the _____ day of _____, 20_____ on behalf of said bidder.

Notary Public in and for the
State of Texas

My commission expires: _____

APPENDIX I – SAMPLE CONTRACT

SAMPLE CONTRACT – INVITATION FOR BID NON-CONSTRUCTION ONLY

CITY OF LA MARQUE

AMERICAN RESCUE PLAN ACT (ARPA) PROGRAM

GENERAL SERVICES, SUPPLIES, AND/OR EQUIPMENT CONTRACT

Vendor Name	Vendor Name
Vendor Unique Entity Identifier (UEI) if available	XXXXXXXXXXXXXX
Period of Performance Start Date	August 8, 2023
Period of Performance End Date	August 30, 2026
Amount of Federal Funds Obligated by this Agreement	\$000,000
Assisted Listing Number (ALN) # 21.027	FAIN # RCP-056096

INTRODUCTION

THIS CONTRACT for General Services, Supplies, and/or Equipment (“Contract”) is made and entered into this [Date], by and between City of La Marque, Texas, hereinafter referred to as the “Entity” and [Vendor Name], hereinafter referred to as the “Vendor.” Entity and Vendor are sometimes each referred to as a “Party” and collectively “Parties.”

The following recitals are incorporated in and made a part of this Contract.

WHEREAS, on March 11, 2021, President Biden signed the U.S. Senate-amended H.R. 1319 (P.L. 117-2) known as the American Rescue Plan Act (hereinafter “ARPA”); and

WHEREAS, under ARPA Section 603 (c)(1)(A) and (3) and the Final Rule 31 CFR 35.6, recipients may use Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) to allocate funds for the provision of government services and/or make necessary investments in water, sewer, and broadband infrastructure; and

WHEREAS, the Entity has determined that it has the objective of providing services to its residents; and

WHEREAS, the Entity has been awarded ARPA funds by the U.S. Department of the Treasury (“Treasury”) which have been distributed to the Entity from ARPA for covered costs and eligible expenses to be incurred during the period which began on March 3, 2021 (the date ARPA became law) until December 31, 2024 (to be fully expended by December 31, 2026); and

WHEREAS, the Entity desires to disburse funds to the Vendor to perform certain services or provide certain supplies or equipment in connection therewith as set forth in this Contract and in the Scope of Services attached hereto; and

WHEREAS, Vendor has represented to the Entity that it is duly qualified, eligible, and willing to provide the services identified herein and in the Scope of Services attached hereto.

NOW, THEREFORE, in consideration of the foregoing recitals and the terms and conditions set forth herein, the Parties hereto do mutually agree as follows:

SECTION 1. CONTRACT ADMINISTRATION

SECTION 1.1 CONTACT INFORMATION & NOTICES

For the purposes of this Contract, the Entity's Representative listed below will serve as the primary point of contact for the Vendor. All required reports and communication shall be directed to this liaison and other local personnel as appropriate. The Vendor shall designate a Representative to act on Vendor's behalf for all purposes, including execution of Change Orders and Requests for Payment.

Any notice or communication required or permitted to be given under this Contract must be in writing. The initial contact information of the parties, which one party may change by giving written notice to the other party, are as follows:

Entity Name		Vendor Name	
Entity Address 1		Vendor Address 1	
Entity Address 2		Vendor Address 2	
Entity Representative for Project		Vendor Representative for Project	
Name		Name	
Title		Title	
Phone		Phone	
Email		Email	
Entity Billing Contact		Vendor Billing Contact	
Name		Name	
Title		Title	
Phone		Phone	
Email		Email	

SECTION 1.2 PARTS INCORPORATED

Parts Incorporated. In addition to the Exhibits identified below which are incorporated into this Contract, it is understood and agreed that additional terms of this Contract are to be performed in accordance with the proposal documents (scope of work, images, and specifications), submitted proposal response and related exhibits, affidavits, addendums, statutory requirements, and the ARPA Terms & Conditions.

Exhibits

Exhibit A1	Scope of Work
Exhibit A2	Payment & Pricing Schedule
Exhibit A3	Request for Payment
Exhibit B	ARPA Required Contract Provisions
Exhibit C	Other Relevant Information/Special Conditions for Construction
Exhibit D	Insurance Certificate
Exhibit E	Bid, Performance, and Payment Bonds
Exhibit F	Eligibility Verification (SAM.gov)
Exhibit G	Certificate of Interested Parties (Form 1295)

SECTION 1.4 CONTRACT DOCUMENTS

By reference, the Contract Documents consist of:

- a. This Contract and all exhibits listed, contained, or referenced in this Contract.
- b. All Addenda issued before the Effective Date of this Contract;
- c. All Alternates accepted by the Entity before the Effective Date of this Contract;
- d. All Change Orders issued after the Effective Date of this Contract; and
- e. The response submitted by Vendor in response to the IFB issued by Entity for this Project.

The Contract and Exhibit Documents form the entire and integrated Contract between Entity and Vendor, and supersede all prior negotiations, representations, or agreements, written or oral. To the extent of any conflict between Vendor’s Proposal and any other Contract Document, the Contract Documents shall govern.

If there is an irreconcilable difference between or among the various documents that make up the Contract Documents, the interpretation that provides for a higher quality of material and/or workmanship will prevail over all other interpretations.

1.4.1 Term of Contract and Delivery Schedule – Commencement of Work

Entity shall issue a Notice to Proceed (NTP) identifying the date for commencement of the Work. Vendor shall achieve substantial completion of the Work within ____ calendar days after the commencement date; as such completion date may be extended by approved Change Orders. THE TIME SET FOR COMPLETION OF THE WORK IS AN ESSENTIAL ELEMENT OF THE CONTRACT. In any event, all of the services required and performed hereunder shall be completed no later than _____.

1.4.2 Pre-Existing Conditions

Vendor acknowledges that it has been provided access to the existing improvements and conditions on the Project site and that it has thoroughly investigated those conditions. Vendor’s investigation was instrumental in preparing its bid to perform the Work. Vendor shall not make or be entitled to any adjustment to the Contract Time or the Contract Sum

arising from Project conditions that the Vendor discovered or, in the exercise of reasonable care, should have discovered in Vendor's investigation.

1.4.3 Liquidated Damages

Vendor and Entity agree that a breach of this Contract as to completion time will cause damage to the Entity, but further agree that such damage cannot be accurately measured. Therefore, the Parties agree that \$100.00 shall be subtracted from the Contract amount for each and every calendar day that the Work or any portion of the Work remains uncompleted after the expiration of the time period specified in the Notice to Proceed, or as extended by a change order.

1.4.4 Dispute Resolution

Disputes arising under the Contract shall be submitted to a process of resolution pursuant to alternative dispute resolution practices, such as mediation, binding arbitration, or non-binding arbitration pursuant to industry standards, prior to being submitted to a court for adjudication. It is understood that the Entity shall have the right to request mediation if services being provided are deemed deficient in any way.

1.4.5 Acquisition, Merger, Sale and/or Transfer of Business, etc.

It is understood by all parties that if, during the life of the Contract, the Vendor disposes of his/her business concern by acquisition, merger, sale, and or/transfer or by any means conveys his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new vendor will be required to submit all documentation/legal instruments that were required in the original bid/contract. Any change shall be approved by the Entity, who retains the right to reject the transfer of the contract.

1.4.6 Termination of Contract For Cause

This Contract may be terminated by the Entity for cause, including any nonperformance by the Vendor; failure of the Vendor to fulfill in a timely and proper manner its obligations under this Contract; or violation of any of the covenants, agreements, or stipulations of the Contract, upon thirty (30) days' written notice to Vendor including a statement of the reasons, therefore. The determination of the Entity as to the cause of termination and the appropriateness thereof shall be final and binding upon both Entity and Vendor. Cause for termination shall include any material failure by Vendor to comply with any terms of this Contract.

- a. In such event, all finished or unfinished services, documents, data, maps, studies, surveys, drawings, models, photographs, and reports prepared by the Vendor under this Contract shall, at the option of the Entity, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.
- b. Notwithstanding the above, the Vendor shall not be relieved of liability to the Entity for damages sustained by the Entity by virtue of any breach of this Contract by the Vendor, and the Entity may withhold any payments to the Vendor for the purposes of set-off until such time as the exact amount of damages due the Entity from the Vendor is determined.
- c. The Vendor agrees to indemnify and hold the Entity harmless from any liability to subcontractors or suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the Contract by the Entity under this provision.
- d. In case of default by the Vendor, the Entity may procure the goods or services from other sources and hold the Vendor responsible for any excess cost.
- e. Continuation of the terms of the Contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the Entity reserves the right to cancel the Contract.
- f. If this Contract is terminated for cause, excluding funding discontinuance or disapproval, Vendor shall have the

right to attempt to cure its failure during the thirty (30) day period prior to termination to the satisfaction of the Entity at the Entity's sole discretion.

1.4.7 Termination of Contract For Convenience of the Entity

The Entity may terminate this Contract at any time by giving at least thirty (30) days' notice in writing to the Vendor. If the Vendor is terminated by the Entity as provided herein, the Vendor will be paid for actual services provided or delivered purchases that are determined acceptable at the sole discretion of the Entity, less payments of compensation previously made. Vendor

1.4.8 Post Expiration and Termination Procedures

Upon expiration or in the event of a prior termination, all remaining and unspent ARPA funds, shall immediately become the sole and separate property of the Entity and the Vendor shall perform all acts and execute all instruments necessary to transfer and assign such funds to the Entity. All finished or unfinished documents, data, studies, reports, and work products prepared by the Vendor under this Contract or with grant funds shall, at the option of the Entity, become Entity's property.

1.4.9 Transitional Period

In the event services are terminated by contract expiration or by voluntary termination by either the Vendor or the Entity, the Vendor shall continue all terms and conditions of said Contract for a period not to exceed thirty (30) days at the Entity's request.

1.4.10 Ownership of Material

The Entity shall retain all of its rights and interest in any and all documents and property, both hard copy and digital furnished by the Entity to the Vendor for the purpose of assisting the Vendor in the performance of this Contract. All such items shall be returned immediately to the Entity at the expiration or termination of the Contract or completion of any related services pursuant thereto, whichever comes first. None of the documents and/or property shall, without the written consent of the Entity, be disclosed to others or used by the Vendor or permitted by the Vendor to be used by their parties at any time except in the performance of the resulting Contract. Ownership of all data, materials and documentation originated and prepared for the Entity pursuant to this Contract shall belong exclusively to the Entity. All data, reports, computerized information, programs, and materials related to this Project shall be delivered to and become the property of the Entity upon completion of the Project. The Vendor shall not have the right to use, sell, or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the Entity.

SECTION 1.5 CONTRACT SUM AND PAYMENTS

The Vendor shall be compensated per the schedule below. Payment to the Vendor shall be based on satisfactory completion of identified services and/or deliverables and payment/invoicing terms as stated in the IFB, or as mutually agreed upon and contained in this Contract. Payment is expressly contingent upon the availability of ARPA funding.

1.5.1 Contract Sum

Entity shall pay Vendor for performance of its obligations under this Contract, including the Base Proposal and Alternate Proposals (if any), the sum of [Spelled out dollar amount here] (\$000,000.00), and make payment in accordance with the provisions of this Section.

1.5.2 Payment & Pricing Schedule

A Payment & Pricing Schedule (see **Exhibit A2**) subdividing the Project into its respective parts (f needed), and which includes values for all items comprising the Project will serve as the basis for payments made to Vendor.

1.5.3 Vendor's Payment Obligations

Vendor shall promptly pay all bills for labor and material performed and furnished by others in connection with this Contract.

- a. Firm shall submit an invoice upon completion of each milestone. Deliverables will be considered complete only upon inspection and written acceptance by the Entity. Each invoice shall include deliverable(s) completed and the price for each. **The final request for reimbursement must be received by City/County no later than September 30, 2026.**

1.5.4 Request for Payment

As instructed, all payment requests must be submitted on the Request for Payment (See **Exhibit A3**) including required attachments. Notwithstanding the certification of Vendor's payment requests, the Entity or its Representative will independently review Vendor's payment requests and make a determination as to the amount properly payable to Vendor.

1.5.5 Offsets; Deductions; Withholding

- a. Entity is an agency of the State of Texas and materials and services utilized in the provision of services or purchases may be exempt from state and local taxes. Vendor is responsible for taking full advantage of all tax exemptions applicable to the Project. Entity will deduct from the Requests for Payment and from the Request for Final Payment any taxes paid for materials or services that were entitled to tax exemption.
- b. Amounts assessed as liquidated damages per the above Section of this Contract and other amounts to which Entity is entitled by way of setoff or recovery, if any, shall be deducted from any amounts due Vendor.
- c. Notwithstanding any other contractual provision to the contrary, Entity may withhold any payment from Vendor to the extent reasonably required to protect Entity interests under any of the following circumstances: failure to perform work in accordance with Contract Documents; insufficient documentation in Application for Payment; failure to pay subcontractors, employees, hired laborers or materials suppliers; failure to obtain, renew or maintain insurance coverage as required in this Contract; failure to meet schedule requirements or other scenarios that causes the Entity, in good faith judgment, to determine that the remaining balance will not be sufficient to complete the Work in accordance with this Contract. The right to withhold payment is contingent on giving Vendor a minimum of seven (7) calendar days' written notice of specific defects or defaults and an opportunity to cure same, and on Vendor's failure to cure or to take diligent steps to cure within such seven (7) calendar days.

1.5.6 Final Payment

Vendor's request for Final Payment must not be made until all Work is completed, all requirements of the Vendor Documents have been satisfied, and Vendor delivers the services or equipment.

SECTION 2. ENTITY RESPONSIBILITIES

SECTION 2.1 GENERAL

- a. Entity will cooperate in a timely manner in providing information regarding its requirements.
- b. Entity will review and provide final approval of the general schedule, setting the plan for milestone dates and completion or delivery.
- c. If the Entity has actual knowledge of any fault or defect or non-conformance with the Specifications, the Entity shall give prompt written notice of such fault, defect, or non-conformance to Vendor.
- d. The Entity may designate one or more inspectors of its own who will be given access to the Work as requested or needed. The provision of such inspectors will not reduce or lessen in any respect Vendor's responsibilities for the Work.
- e. The Entity may furnish or obtain all legal, accounting, auditing, and insurance counseling services for itself as may be necessary for the Project.

SECTION 3. SCOPE OF WORK

SECTION 3.1 GENERAL

Vendor has overall responsibility for and shall furnish all materials, equipment, tools, and labor necessary and reasonably inferable to complete the Work, or any phase of the Work, in accordance with Entity's requirements and the terms of the Contract Documents, including the Drawings, Specifications, Addenda, details, and other documents prepared by Vendor and listed in the attached Exhibits, if applicable.

Vendor's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Entity nor shall Vendor be released from any liability by reason of such approval by Entity, it being understood that Entity at all times is ultimately relying upon Vendor's skill and knowledge in performing the services required hereunder.

SECTION 3.2 PROJECT CONTROL

Vendor shall supervise and direct the Work and shall be solely responsible for means, methods, techniques, sequences, and procedures for the Work. Vendor shall promptly correct any defective or non-conforming Work at Vendor's sole expense and without cost to Entity.

SECTION 3.3 SUBVENDORS

Vendor shall award and enter into all Subcontracts necessary and appropriate to provide all labor and materials for the scope of work.

- a. Vendor shall monitor the Work of the Subcontractors as required and coordinate such Work with a goal to attain Substantial Completion not later than the date for Substantial Completion and at a cost not to exceed the Contract Sum.
- b. Upon request, Vendor shall provide Entity with complete, unaltered copies of all Subcontracts, and all amendments thereto.

SECTION 3.4 HUB SUBCONTRACTING PLAN

Vendor shall comply with the requirements of the HUB Subcontracting Plan and shall not make any changes to the HUB Subcontracting Plan without Entity's written approval.

SECTION 3.5 KEY TASKS

- a. Provide services and purchase of equipment in accordance with delivery schedules and other prescribed timelines herein.
- b. Provide a warranty on all purchased equipment.
- c. Provide excellent customer service. Firm shall be responsive to requests and communicate on a regular basis with the Entity.
- d. Provide and maintain all original and copies of supporting documentation.
- e. Furnish progress reporting as determined or requested by the Entity.
- f. Support and assist the Entity during state/federal monitoring or auditing activities, including providing financial information, reports, and other requests that may be required.

SECTION 3.6 SCHEDULING

Vendor is solely responsible for delivery of the services/equipment in accordance with the Contract Documents on or

before the date specified in the Schedule.

SECTION 3.7 NON-CONFORMING WORK

Entity may reject any defective or non-conforming Work on the Project of which Entity becomes aware and Vendor shall promptly correct any such defect at Vendor's own cost without increasing the Contract Sum. Upon discovering that any portion of the Work does not conform with Entity's design concept and/or requirements, including the Design Guidelines and Standard Specifications, due to an error or omission in any Construction Document materials prepared or furnished by or on behalf of Vendor, Vendor shall promptly correct such condition at no additional cost to Entity. If Vendor refuses or fails to correct (or improperly corrects) any such condition within a reasonable time after notice, Entity may cause the condition to be corrected and offset the cost of such correction against any monies owed to Vendor; provided, however, if no monies are owed Vendor at the time the condition is discovered or at the time the condition is corrected by Entity, Vendor shall promptly reimburse the Entity for all expenses incurred to correct the condition. Vendor shall warranty all corrective Work, whether performed by or through Vendor or by a third party retained by Entity in accordance with the immediately preceding sentence due to Vendor's refusal or failure to correct properly any non-conforming Work.

SECTION 3.8 INDEMNIFICATION

Vendor covenants and agrees to indemnify, hold harmless and defend, at its own sole expense, the Entity and its officers, agents, servants, and employees from and against any and all claims or suits for property loss or damage and/or personal injury, including death, to any and all persons, of whatsoever kind or character, whether real or asserted, arising out of or in connection with the execution, performance, attempted performance, or nonperformance of the services under this Contract and/or the operations, activities, and services of the activities described herein; and Vendor hereby assumes all liability and responsibility of the entity and its officers, agents, servants, and employees for any and all claims or suits for property loss or damage and/or personal injury, including death, to any and all persons, of whatsoever kinds or character, whether real or asserted, arising out of or in connection with the execution, performance, attempted performance, or nonperformance of the services or this Contract and/or the operations, activities, and services described herein. Vendor likewise covenants and agrees to and does hereby indemnify and hold harmless entity from and against any and all injury, damage, or destruction of property of entity, arising out of or in connection with all acts or omissions of Vendor, its officers, members, agents, employees, contractors, subcontractors, invitees, licensees, and project participants. Vendor agrees to and shall release Entity, its agents, employees, officers, and legal representatives from all liability for injury, death, damage, or loss to persons or property sustained in connection with or incidental to performance of the services under this Contract.

Vendor shall require all of its contractors and subcontractors to include in its contracts and subcontracts a release and indemnity in favor of the Entity in substantially the same form as above. The indemnity and liability release provided for above shall not apply to any liability resulting from the sole negligence or fault of the Entity, its officers, agents, employees or separate Vendors, and in the event of joint and concurring negligence or fault of the Entity and Vendor, responsibility and indemnity, if any, shall be apportioned in accordance with the laws of the State of Texas, without waiving any governmental immunity available to the entity under Texas law and without waiving any defenses of the parties under Texas law.

The provisions of this section are solely for the benefit of the parties and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity. This section survives termination or expiration of this Contract.

SECTION 3.9 INSURANCE & BONDING

If applicable, Vendor shall provide Insurance and Bid, Performance, and Payment Bonds as prescribed by Entity in the Solicitation documentation and included here as **Exhibit D** and **Exhibit E**.

SECTION 4. REQUIRED PROVISIONS

The Vendor shall comply with the following items:

SECTION 4.1 TERMS AND CONDITIONS

The Vendor agrees to comply with the requirements of Section 503 of the American Rescue Plan Act (ARPA), regulations adopted by Treasury pursuant to Section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Vendor also specifically agrees to comply with the ARPA Terms & Conditions attached to this Contract in **Exhibit B**.

SECTION 4.2 DEBARMENT AND SUSPENSION

Vendor has provided proof of registration, active/good standing, and non-debarment status in the System for Award Management. Should this status change, the Vendor must notify the Entity immediately.

SECTION 4.3 ASSURANCES OF COMPLIANCE WITH TITLE VI

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

SECTION 4.4 LOBBYING CERTIFICATION & DISCLOSURE

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.

SECTION 4.5 ETHICS MATTERS

Vendor and its employees, agents, representatives, and subcontractors have read and understand the Entity's Conflict of Interest Policy, State of Texas Standards of Conduct and Conflict of Interest Provisions available at [Government Code Chapter 572: Personal Financial Disclosure, Standards of Conduct, and Conflict of Interest \(state.tx.us\)](https://www.state.tx.us/govcode/572), and applicable state ethics laws and rules available. Neither Vendor nor its employees, agents, representatives, or subcontractors will assist or cause Entity employees to violate the Conflict of Interest policies, provisions described by State of Texas Standards of Conduct and Conflict of Interest Provisions, or applicable state ethics laws or rules.

SECTION 4.6 MAINTENANCE AND ACCESS TO RECORDS

The Vendor shall maintain records and financial documents sufficient to evidence in compliance with Section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

The Treasury Office of Inspector General, the Government Accountability Office and the Texas Office of the State Comptroller, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of the Vendor in order to conduct audits or other investigations and all records shall be made available upon request. Records shall be maintained by the Vendor for a period of five (5) years after all funds have been expended or returned to the Treasury, whichever is later.

SECTION 5. MISCELLANEOUS PROVISIONS

SECTION 5.1 GENERAL

- a. In any case one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- b. If any action at law or in equity is necessary to enforce or interpret the terms of this Contract, the prevailing party

shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

- c. This Contract may be amended by mutual agreement of the parties hereto and a writing to be attached to be incorporated into this Contract.
- d. Licenses, Permits, Taxes, Fees, Laws, and Regulations
 - i. Vendor warrants that it will obtain, maintain in effect, and pay the cost for all licenses, permits, or certifications that may be necessary for Vendor's performance of this Contract.
 - ii. Vendor will be responsible for the payment of all taxes, excises, fees, payroll deductions, employee benefits (if any), fines, penalties or other payments required by federal, state, or local law or regulation in connection with Vendor's performance of this Contract.
 - iii. Vendor will comply with and will be responsible for requiring its officers and employees to comply with all applicable federal, state, and local laws and regulations, and the rules and regulations of the Entity.

SECTION 5.2 CAPACITY TO PERFORM

By execution of this Contract, Vendor is certifying that they have the capacity to perform and complete the Scope of Work as provided.

SECTION 5.3 LIMITATION OF LIABILITY

Except for the obligation of Entity to pay Vendor certain fees, costs, and expenses to the extent expressly set forth in this Contract, the Entity shall have no liability to Vendor or to anyone claiming through or under Vendor by reason of the execution or performance of this Contract. Notwithstanding any obligation or liability of Entity to Vendor, no present or future partner or affiliate of the Entity or any agent, officer, director, or employee of the Entity or anyone claiming under the Entity, has or shall have any personal liability to Vendor or to anyone claiming through or under Vendor by reason of the execution or performance of this Contract.

SECTION 5.4 ASSIGNMENT

This Contract is a personal service contract for the services of Vendor, and neither Vendor's interest in this Contract (including, but not limited to Vendor's fees due hereunder), nor Vendor's duties hereunder may be assigned or delegated to a third party except as specifically set forth in this Contract.

SECTION 5.5 GOVERNING LAW AND VENUE

The Vendor 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.

Additionally, all applicable local government codes for the State of Texas also apply to this Contract. All equipment, supplies, and work furnished under this Contract shall comply with applicable laws, ordinances, and regulations. Vendor shall obtain and pay for such permits and inspections as are required for the legal performance of this work, unless otherwise specified. Vendor shall comply with all federal and state laws and Entity's Ordinances and Codes applicable to the Vendor's operation under this Contract. These Specifications and the Contract resulting here from shall be fully governed by the laws of the State of Texas and shall be fully performable in City of La Marque (Entity Name), Texas, where venue for any proceeding arising hereunder will lie.

This Contract will be governed by the laws of the State of Texas without reference to its conflicts of law provisions. Venue for any suits arising from this Contract will be in a court of competent jurisdiction in Galveston County, Texas.

SECTION 5.6 WAIVERS

No delay or omission by either Party in exercising any right or power accruing upon the non-compliance or failure of performance by the other Party of any provision of this Contract or the Contract Documents will impair any such right or power or be construed to be a waiver thereof. A waiver by either Party of any of the covenants, conditions, or agreements of this Contract or any of the Contract Documents to be performed by the other party will not be construed to be a waiver of any subsequent breach of this Contract or the Contract Documents or of any other covenant, condition or agreement contained in this Contract or the Contract Documents.

SECTION 5.7 SEVERABILITY

If any provision of this Contract is for any reason be held invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision of this Contract and this Contract will be construed as if such invalid or unenforceable provision had not been included herein.

SECTION 5.8 NEW LAWS

Parties agree that if there is a change in any laws, rules, or regulations affecting the performance related to this Contract and enacted after the Effective Date of this Contract, the Parties will enter into good faith negotiations to renegotiate the affected terms of this Contract.

BY: _____
(Entity Official)

(Printed Name)

(Title)

(Date)

BY: _____
(Vendor’s Authorized Representative)

(Printed Name)

(Title)

(Date)

SECTION 6. EXHIBITS

THE FOLLOWING DOCUMENTS MUST BE COMPLETED AND ATTACHED TO THE CONTRACT:

Exhibit A1	Scope of Work
Exhibit A2	Payment & Pricing Schedule
Exhibit A3	Request for Payment
Exhibit B	ARPA Required Provisions (ARPA Terms & Conditions)
Exhibit C	Other Relevant Information
Exhibit D	Insurance Certificate (if applicable)
Exhibit E	Bid, Performance, and Payment Bonds (if applicable)
Exhibit F	Eligibility Verification (SAM.gov)
Exhibit G	Certificate of Interested Parties (Form 1295)

Exhibit A1 – Scope of Work

To be populated with solicitation Scope of Work

Exhibit A2 – Payment & Pricing Schedule

The terms for payment for the contract are as follows:

Payment Schedule:

Payment will be made within 30 days of a Request for Payment and only after delivery of all services and/or purchases and acceptance by the Entity.

Pricing Schedule:

Prices for all goods and/or services shall be all inclusive.

Entity is an agency of the State of Texas and materials and services utilized in the provision of services or purchases may be exempt from state and local taxes. Vendor is responsible for taking full advantage of all tax exemptions applicable to the Project. Entity will deduct from the Requests for Payment and from the Request for Final Payment any taxes paid for materials or services that were entitled to tax exemption.

Lump Sum Price: Vendor shall provide pricing in the table below to complete the scope of services contained in **Exhibit A1**, Scope of Work, in accordance with the specifications contained in this document. Costs include all applicable services (i.e. labor, materials, profit, bonding, insurance, permitting, general conditions, and other costs) to provide a turnkey product.

(Note to Entity: Component pricing should be based on the identified components of the scope of work contained in **Exhibit A1**). An example is provided below:

SCOPE OF WORK	PRICE
	\$
	\$
	\$
	\$
	\$
TOTAL LUMP SUM PRICE (TOTAL OF ABOVE LINE ITEMS)	\$

Exhibit A3 – Request for Payment

Project Name:			
Vendor Name:			
Date of Request:			
Contact Name:			
Contact Phone:		Contact Email:	

Item for Payment	Description	Unit Cost or Percent Complete	# of Units	Total Amount
TOTAL				

X	Attachments

Submitted By	
Name and Title	
Signature	

CERTIFICATION: I certify that this Request for Payment contains costs associated with the provision of services in accordance with the terms of the contract. I also certify that all required documentary evidence has been submitted along with the Request for Payment as instructed, including any documentation associated with requirement to pay prevailing wages.

By signing this Request for Payment, I certify to the best of my knowledge and belief that information provided in this Request is true, complete, and accurate. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

WARNING: Section 1001 of Title 18 U.S. code makes it a criminal offense to make willful, false statements or misrepresentation of any material fact involving the use of or obtain federal funds.

Exhibit B – ARPA Required Provisions

2 CFR 200.327 Contract provisions. The Non-Federal entity's contracts should contain applicable provisions described in Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. The Non-Federal entity's contracts must contain the provisions described in Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, as applicable.

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	2 CFR 200 Appendix II (A-L)		
>\$250,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908 , must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.	2 CFR 200 APPENDIX II (A)	Contractor RFP/IFB Contractor RFQ Subrecipients
>\$10,000	All contracts in excess of \$10,000 must address termination for cause and for convenience by the Non-Federal entity including the manner by which it will be affected and the basis for settlement.	2 CFR 200 APPENDIX II (B)	Contractor RFP/IFB Contractor RFQ Subrecipients
None	Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." 41 CFR 60-1.4 Equal opportunity clause. (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: 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: During the performance of this contract, the contractor agrees as follows: (9) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.	2 CFR 200 APPENDIX II (C) and 41 CFR §60-1.4(b)	Contractor RFP/IFB Contractor RFQ Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	(10) 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. (11) 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. (12) 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. (13) 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. (14) 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. (15) 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. (16) 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: 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. The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The [recipient] agrees that it will assist and cooperate actively with the administering		

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	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. 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.		
>\$10,000,000 for ARPA but State Provision Applies at any amount and/or >\$2,000 for CDBG/Braided Funds Projects See TX Prevailing Wage Laws	Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$10,000,00 awarded by Non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The Non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The Non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Non-Federal entity must report all suspected or reported violations to the Federal awarding agency.	2 CFR 200 APPENDIX II (D)	Contractor RFP/IFB Subrecipients
>\$100,000	Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the Non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These	2 CFR 200 APPENDIX II (E)	Contractor RFP/IFB Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	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

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	See 2 CFR §200.323 - Procurement of Recovered Materials. 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. 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. ii. 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— 1. Competitively within a timeframe providing for compliance with the contract performance schedule; 2. Meeting contract performance requirements; or 3. At a reasonable price. iv. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program. v. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the "Solid Waste Disposal Act."	2 CFR 200 APPENDIX II (J)	Contractor RFP/IFB Contractor RFQ Subrecipients
	See 2 CFR §200.216 - Prohibition on certain telecommunications and video surveillance services or equipment (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (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). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or	2 CFR 200 APPENDIX II (K)	Contractor RFP/IFB Contractor RFQ Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	controlled by, or otherwise connected to, the government of a covered foreign country. (b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. (c) See Public Law 115-232, section 889 for additional information. (d) See also § 200.471.		
	See 2 CFR §200.322 - Domestic Preferences for Procurements. (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. (b) For purposes of this section: (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. (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.	2 CFR 200 APPENDIX II (L)	Contractor RFP/IFB Contractor RFQ Subrecipients
	Additional 2 CFR 200 references & Other Regulations		
None	The Federal awarding agency must establish conflict of interest policies for Federal awards. The Non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.	2 CFR 200.112	Contractor RFP/IFB Contractor RFQ Subrecipients
None	Contracting with HUB, small and minority businesses, women’s business enterprises, and labor surplus area firms. (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. (b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women’s business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;	2 CFR 200.321	Contractor RFP/IFB Contractor RFQ Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.		
>\$10,000	An NFE (Non-Federal Entity) that is a state agency or an agency of a political subdivision of a state, and the NFE's contractors must comply with Section 6002 of the Solid Waste Disposal Act. Applicable NFEs must include a contract provision requiring compliance with this requirement. This includes contracts awarded by a state agency or political subdivision of a state and its contractors for certain items, as designated by the EPA, with a purchase price greater than \$10,000. Indian Tribal Governments and nonprofit organizations are not required to comply with this provision. Additional requirements are listed below.	2 CFR 200.323	Contractor RFP/IFB Contractor RFQ Subrecipients
None	Financial records, supporting documents, statistical records, and all other Non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon Non-Federal entities. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations. The only exceptions are the following: (a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations. (b) When the Non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period. (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition. All records related to ARPA shall be maintained for 5 years per the ARPA terms and conditions and regulations. (d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the Non-Federal entity All records related to ARPA shall be maintained for 5 years per the ARPA terms and conditions and regulations. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations. (e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the Non-Federal entity's fiscal year in which the program income is earned. (f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such	2 CFR 200.334	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	as computer usage chargeback rates or composite fringe benefit rates). (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. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations. (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. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations.		
None	The Federal awarding agency and the Non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the Non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not 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.	2 CFR 200.336	Contractor RFP/IFB Contractor RFQ Subrecipients
None	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.	Texas Government Code 2252.152	Contractor RFP/IFB Contractor RFQ Subrecipients
>\$100,000	PROVISION REQUIRED IN CONTRACT. (a) This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.	Texas Government Code 2271	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
For Critical Infrastructure Projects	PROHIBITION ON CONTRACTS WITH CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE. PROHIBITED CONTRACTS. (a) A governmental entity may not enter into a contract or other agreement relating to critical infrastructure in this state with a company:	Texas Government Code, Title 10, Subtitle F, Chapter 2274.0102	Subrecipients EC 6.1 Awardees

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	(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 (2) if the governmental entity knows that the company is: (A) owned by or the majority of stock or other ownership interest of the company is held or controlled by: (i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; or (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 (B) headquartered in China, Iran, North Korea, Russia, or a designated country. (b) The prohibition described by Subsection (a) applies regardless of whether: (1) the company's or its parent company's securities are publicly traded; or (2) the company or its parent company is listed on a public stock exchange as: (A) a Chinese, Iranian, North Korean, or Russian company; or (B) a company of a designated country.		
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
ARPA Terms & Conditions			
ARPA Terms, Conditions, & Records	1. Use of Funds. a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing. 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.	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; Section 602(b),	Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
		603(b) and/or 603(c) as applicable	
ARPA Terms, Conditions, & Records	4. Maintenance of and Access to Records 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. 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. 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.	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	5. Pre-award Costs. Pre-award costs, as defined in 2 CFR § 200.458, may not be paid with funding from this award.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.	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	7. Cost Sharing. Cost sharing or matching funds are not required to be provided by 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	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.	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	9. Compliance with Applicable Law and Regulations. 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. b. Federal regulations applicable to this award include, without limitation, the following: 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 Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award. ii. Universal Identifier and System for Award Management (SAM), 2 CFR Part 25,	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
	pursuant to which the award term set forth in Appendix A to 2 CFR Part 25 is hereby incorporated by reference. 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. 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. 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. vi. Governmentwide Requirements for Drug-Free Workplace, 31 CFR Part 20. (Subrecipient Only) vii. New Restrictions on Lobbying, 31 CFR Part 21. viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations. ix. Generally applicable federal environmental laws and regulations. c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following: i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 CFR Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance; ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability; iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance; iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and 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.		
ARPA Terms, Conditions, & Records	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.	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	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.	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, &	12. False Statements. Recipient understands that making false statements or claims in	Section 9901 of the American Rescue	Contractor RFP/IFB Contractor RFQ

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
Records	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.	Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	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. c. 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. d. 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; v. An authorized official of the Department of Justice or other law enforcement agency; vi. A court or grand jury; or	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
	vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct. 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.		
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 C – Other Related Information

To be inserted

Exhibit D – Insurance Certificate

To be inserted

Exhibit E – Bid, Performance, and Payment Bonds

To be inserted

Exhibit F – Eligibility Verification (SAM.gov)

Vendor to provide a dated printout of their active status without exclusions from SAM.gov website

Exhibit G – Certificate of Interested Parties (Form 1295)

Form 1295 (Certificate of Interested Parties) must be completed on the Texas Ethics Commission's website as part of this project prior to contract execution. Form 1295 can be accessed here: <https://www.ethics.state.tx.us/filinginfo/1295/> and must be returned with the certification number assigned after completion

CITY OF LA MARQUE

1111 BAYOU ROAD, LA MARQUE, TEXAS 77568

INVITATION FOR BIDS (IFB) COMPETITIVE PROCUREMENT FOR GENERAL SERVICES, SUPPLIES, AND/OR EQUIPMENT

This IFB is being supported

by federal award number RCP-056096

allocated to the

CITY OF LA MARQUE

under the

American Rescue Plan Act (ARPA)

Coronavirus State and Local Fiscal Recovery Funds (SLFRF)

by the U.S. Department of the Treasury



Prepared By: Police Department

Procurement Reference #2472

American Rescue Plan Act (ARPA) Invitation for Bids (IFB)

October 1, 2024

Re: Invitation for Bids (IFB) for a 3D Crime Scene Scanner funded with Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Allocated Under the American Rescue Plan Act (ARPA)

Dear Vendor:

The City of La Marque, hereinafter called "Entity", has received an allocation of American Rescue Plan Act (ARPA) funds, and is issuing an Invitation for Bids (IFB) for a general purchases and supplies contract. The item(s) are being solicited to assist the Entity in completing and implementing programs and/or projects funded with its allocation of ARPA funds.

The Sole Point of Contact for this solicitation may provide information regarding this IFB. Refer to the **Schedule of Events and Selection Summary** in Section 1 of this document for response details.

Respondent is responsible for ensuring that their IFB response is received in a timely manner and that it contains all elements of the IFB, including all required forms and any addendums issued. Respondent should complete the Solicitation Response Cover Sheet/Acknowledgement of Addenda/Submission Checklist contained in Attachment A and all other requirements identified in the IFB. IFB responses received after the deadline will not be opened and therefore not evaluated or considered for award, regardless of whether or not the delay was outside the control of the submitting provider. City of La Marque reserves the right to negotiate with providers submitting timely responses in accordance with state and federal procurement requirements, to reject any and all bids, and to select multiple respondents if it deems it's in the best interest of the Entity and/or desires to do so.

The Entity is an Affirmative Action/Equal Opportunity Employer. Minority Business Enterprises, Small Business Enterprises, Women Business Enterprises, and Labor Surplus Area firms are encouraged to submit bids.

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INVITATION FOR BID – GENERAL INFORMATION

SECTION 1 – SCHEDULE OF EVENTS AND SELECTION SUMMARY

1.1 SCHEDULE OF EVENTS – ALL DATES ARE TENTATIVE

1.1.1 The Entity reserves the right to change dates at any time. At the sole discretion of the Entity, events listed in Section 1 are subject to scheduling changes and cancellation. The Entity will make public any changes to the stated schedule.

1.1.2 All requests, questions, or other communication about this solicitation shall be made in writing and addressed to the Entity's Sole Point of Contact listed in Section 1. Only the Sole Point of Contact may be contacted regarding required elements for this IFB.

1.1.3 Respondent must review all documents and information in the *Exhibits* section and complete the required documents in the *Attachments* section and return with the signed bid sheet to the Entity's Sole Point of Contact.

1.1.4

SCHEDULE OF EVENTS + RESPONSE REQUIREMENTS

SCHEDULE OF EVENTS	
RFP NOTICE DATE:	October 1, 2024
VENDOR QUESTIONS DUE:	October 15, 2024, 5:00 PM CST
QUESTIONS ANSWERED BY:	October 22, 2024, 5:00 PM CST
PRE-PROPOSAL CONFERENCE: The Entity shall reject responses submitted by firms that do not attend the mandatory pre-proposal conference.	October 10, 2024 http://cityoflamarque.org/bidszoom
SITE VISIT: The Entity shall reject responses submitted by firms that do not attend the mandatory site visit.	If needed, will be scheduled.
PROPOSAL DUE DATE:	October 31, 2024, 10:00 AM CST
ESTIMATED AWARD DATE:	November 18, 2024, 6:00 PM CST
RESPONSE REQUIREMENTS	

QUESTIONS & ANSWERS ONLY – SOLE POINT OF CONTACT	
The Entity will allow written questions and requests for clarification of this solicitation. Questions must be submitted by email to the Sole Point of Contact listed below. Respondents' names will be removed from questions in any responses released.	
SOLE POINT OF CONTACT NAME:	City Clerk
ADDRESS:	1111 Bayou Road La Marque, TX 77568
EMAIL:	bids@cityoflamarque.org
PHONE:	409-938-9259
DELIVERY OF RESPONSE PROPOSAL – POINT OF CONTACT	
For digital delivery, Subject Line should include Respondent's Name, RFP number, time/due date of RFP and completed response and all attachments uploaded to the following point of contact:	
NAME:	-
TITLE:	City Clerk
DELIVERY POINT:	Bidsubmit.cityoflamarque.org
If mailed or hand-delivered, sealed proposals (an original and 3 copies) should be submitted on the original forms provided. Each response must be sealed and should be placed in a properly identified envelope with Respondent's Name, RFP number, and time/due date of RFP.	
For mail or hand-delivery, deliver response and all attachments to:	
NAME:	-
TITLE:	City Clerk
ADDRESS:	1111 Bayou Road LaMarque, TX 77568

1.2 SELECTION OF RESPONDENT(S)

1.2.1 The Entity intends to select Respondent(s) that best meet the needs of the Entity and that provide the best overall value. The Entity reserves the right to award multiple contracts from the finalist pool of successful Respondent(s). Respondents will be rated and ranked according to the evaluation criteria set forth below.

1.2.2 The Entity reserves the right to check references on any projects performed by the Respondent, whether provided by the Respondent or known by the Entity.

1.2.3 The Entity is not required to accept the lowest cost proposal.

1.2.4 See SECTION 4 – EVALUATION CRITERIA, for additional information on how Respondents will be evaluated and selected.

SECTION 2 – INTRODUCTION AND GENERAL CONDITIONS

2.1 GENERAL DESCRIPTION OF THE SCOPE OF WORK (SOW) – SEE SECTION 3 AND EXHIBIT A FOR SOW DETAILS

The Entity has received an allocation of American Rescue Plan Act (ARPA) funds and is issuing an Invitation for Bids (IFB) for a general purchases and supplies contract. The item(s) are being solicited to assist the Entity in completing and implementing programs and/or projects funded with its allocation of ARPA funds.

This solicitation includes purchase of:

- 2.1.1 **General Description:** Example: Purchase and delivery of one 3D Crime Scene Scanning Device
- 2.1.2 The scope of work includes all labor, materials, goods and/or services necessary to provide the purchased items, including any installation specified in **Exhibit A**. The respondent shall submit a written copy of all warranty information prior to final acceptance by Entity.
- 2.1.3 **REFERENCED BRAND EXAMPLE:** Catalogs, brand names or manufacturer's references are descriptive only and indicate type and quality desired. Proposals on brands of like nature and quality will be considered. If proposing other than the referenced brands/model number, Respondent must show manufacturer, brand or trade name, product number and provide complete descriptive information of product offered and include with response. Failure to take exception to specifications or reference data will require Respondent to furnish specified brand names, numbers, etc.

2.2 CONSIDERATION OF AWARD

To be considered for award, Respondents must adhere to the requirements, when applicable to Vendors, as set forth in **Exhibit B**, the ARPA Required Provisions, and provide all other required information and documentation as set forth in this solicitation.

2.3 CONTRACT AWARD

The Entity may award a Firm Fixed Price Contract. A Respondent's proposal must be responsive to this solicitation and include all required documents as instructed in the solicitation and listed in the *Solicitation Response Cover Sheet/Acknowledgement of Addenda/Submission Checklist* (**Attachment A**).

2.4 TERM OF PURCHASE CONTRACT

The Contract or Purchase Order shall be effective upon date of execution (signed by the Entity designee), shall contain terms and conditions for the purchase, including delivery date and delivery location, and shall expire upon delivery and final acceptance by the Entity. A sample contract is available for review at **Appendix I**.

2.5 BID ACCEPTANCE

- 2.5.1 Proposals must be received, time stamped or otherwise acknowledged before the specified hour and date. Late submittals WILL NOT be considered under any circumstances. The Entity will not be held responsible for any solicitation response that is mishandled prior to receipt by the Entity. The Entity

will not be responsible for any technical issues that result in late delivery, inappropriately identified documents, or other submission error that may lead to disqualification (including substantive or administrative) or nonreceipt of the respondent's response.

- 2.5.2 The Entity reserves the right to accept or reject any and all proposals, to accept any proposal deemed advantageous and to waive irregularity in the proposals. By submitting a response, the Respondent acknowledges and will adhere to all specifications as stated within this procurement packet.
- 2.5.3 Bids CANNOT be altered or amended after the due date. Any alterations made before the due time must be initialed by Respondent or authorized agent. No response may be withdrawn after due date without approval and based on a written acceptable reason.
- 2.5.4 The Entity reserves the right to revise or amend the specifications prior to the due date. Such revisions or amendments, if any, will be announced by amendments or addendums to these specifications. Copies of such amendments or addendums so issued will be posted to the Entity's bidding websites. If Respondent demonstrates just reason for a change, the Entity must have at least five (5) working days' notice prior to submission due date.
- 2.5.5 In the event that Respondent finds discrepancies in or omissions from the specifications or other documents or be in doubt as to their meaning, Respondent should at once notify the Entity Sole Point of Contact and obtain clarification prior to submitting a response.
- 2.5.6 All Respondents must meet or exceed the minimum specifications to be considered a valid response. The Entity reserves the right to accept or reject all or any part of any response, waive minor technicalities and award the contract either to the lowest responsible Respondent or to the Respondent who provides goods or services at the best value for the Entity.
- 2.5.7 The Respondent agrees to protect the Entity from claims involving infringement of patents or copyrights.

PROPRIETARY OR CONFIDENTIAL INFORMATION; TEXAS PUBLIC INFORMATION ACT: Any proprietary, trade secret, or otherwise confidential information Respondent includes in its Proposal must be clearly labeled as proprietary or confidential information, and Respondent must identify the specific exception to disclosure in the Public Information Act (PIA). Merely making a blanket claim that the entire Proposal is protected from disclosure because it contains some proprietary information is not acceptable and shall make the entire Proposal subject to release under the PIA. Any information which is not clearly identified as proprietary or confidential shall be deemed to be subject to disclosure pursuant to the PIA.

Information, documentation, and other material in connection with this Response or any resulting Contract may be subject to public disclosure under the Texas PIA, Chapter 552 of the Texas Gov't Code.

- 2.5.8 There is no guarantee a contract will be awarded. The Entity reserves the right to cancel this IFB at any time.
- 2.5.9 All proposals become public documents and are subject to public review (upon request and as allowed by law). The submission of an IFB response will constitute representation by the Respondent that it understands and has complied with the requirements of the IFB. Submission of a response indicates the IFB information provided was sufficient in scope and detail to convey understanding of anticipated terms and conditions for performance of the work.
- 2.5.10 IFB Respondents assume all costs of preparation of the proposal. IFB responses become the property

of the Entity.

2.6 PROHIBITED COMMUNICATION

On issuance of this solicitation, except for the written inquiries described in Section 2.6 above, the Entity, its representative(s), or partners will not answer any questions or otherwise discuss the contents of this solicitation with any potential respondent. This restriction does not preclude discussions between affected parties for the purposes of conducting business unrelated to this solicitation. Failure to comply with these requirements may result in disqualification of respondent's solicitation response.

2.7 TERMINATION CONDITIONS

See Contract at **Appendix I** for Termination Conditions.

2.7.1 FAILURE TO ENTER INTO A CONTRACT

Should the Selected Respondent ("Vendor"), to whom the contract is awarded, fail to enter into a contract within twenty-one (21) business days, the Entity may then, at its option, retain the Vendor's bid deposit/bond (if required) and accept the bid of the next lowest responsible bidder.

SECTION 3 – SCOPE OF WORK/TECHNICAL SPECIFICATIONS

3.1 MINIMUM REQUIREMENTS

- 3.1.1 The selected Vendor shall have no convictions or civil judgments preceding nor thereafter this solicitation rendered against Respondent for 1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; 2) violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- 3.1.2 The selected Vendor shall not ever have been indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated above.
- 3.1.3 Where applicable, Vendor's staff must meet and maintain current certifications and or licensure requirements as mandated by state law or the appropriate licensing authority.
- 3.1.4 Vendor must not be debarred at the time of response submission, and prior to award of a contract, the System for Award Management (SAM.gov) and the Texas Comptroller's website will be checked to ensure Vendor is not debarred. If the Vendor is debarred, the Vendor's proposal will not be evaluated.

3.2 SCOPE OF SERVICES Construct

- 3.2.1 **The required products or services shall be provided in accordance with attached Exhibits:**
 - **Exhibit A:** Project Scope of Work
 - **Exhibit B:** ARPA Required Provisions
 - **Exhibit C:** Other Relevant Information

3.2.2 Work Orders

During the term of any contract awarded, the Entity may request the Vendor to perform certain tasks as described in the scope, subject to a specific work order authorization. All work authorizations shall be in writing, signed by all parties, and shall include a scope of services, a list of tasks to be performed, a time schedule, a list of deliverables and such other information or special conditions as may be necessary for the work requested.

- 3.2.3 **Condition of Product:** New Equipment ONLY; NO re-manufactured or “gray market” items. All items must be covered by the manufacturer’s warranty. The unit(s) shall be made ready for continuous operation upon delivery. Respondent is cautioned that any unit delivered to the FOB point that does not meet specifications in every aspect will not be accepted.
- 3.2.4 **All Parts:** All parts not specifically mentioned which are necessary for the unit to be complete and ready for operation or which are normally furnished as standard equipment shall be furnished by the vendor. All parts shall conform in strength, quality, and workmanship to the accepted standards of the industry.
- 3.2.5 **Manuals:** Manuals containing illustrated parts list and operating and service instructions for the units shall be delivered with units. Manuals shall outline all necessary service and operating instructions for the units delivered and provide necessary warning and safety precautions.
- 3.2.6 **Warranty Requirements:** The units shall be warranted against defects in material and workmanship for a standard manufacturer’s warranty and shall cover 100% parts and labor for the units. Vendor shall furnish warranty and a list of warrantied repair companies to the Entity at time of delivery. The warranty begins on the date the units are determined to meet specifications and accepted by the Entity.

3.3 DELIVERY AND ACCEPTANCE

- 3.3.1 **Freight Charges:** Shipping shall be FOB destination; therefore, unit prices must include all shipping, handling, fuel surcharges, and delivery fees.
- 3.3.2 **Delivery Schedule:** Recommended delivery not to exceed SIXTY (60) calendar days from date of award; delivery terms may be a factor in determining award. Respondent must contact the Entity point of contact to schedule delivery date and time. Respondent shall provide a minimum forty-eight (48) hours’ notice prior to delivery.

3.4 DELIVERY CONTACT(S): Respondent shall contact the Entity for delivery a minimum of one (1) week in advance to coordinate delivery.

Delivery Contact Name:	City Clerk
Phone:	409-938-9259
Email:	bids@cityoflamarque.org

3.5 REGISTRATION AND TITLING (when applicable): Permanent registration and titling will be performed by the Entity. **DO NOT REGISTER ITEM.** Respondent shall supply, as applicable, dealer’s tag for item for sixty (60) days from date of delivery. The original Certificate of Origin (COO) or Manufacturer’s

Statement of Origin (MSO) as well as the most current version of TXDMV Form 130U or Application for Texas Title with signature shall be submitted with an invoice to the Entity.

3.6 DELIVERY DELAYS: If delay is foreseen, Respondent shall give written notice to the Entity and must keep the Entity advised of status of order at all times. Default in promised Delivery Days After Receipt of Order (ARO) without accepted reasons or failure to meet specifications authorizes the Entity to cancel contract/Purchase Order.

3.7 COMPLIANT PRODUCTS: Delivery does not occur until the Respondent delivers products, materials, or services in full compliance with the specifications to Entity's FOB destination, unless delivery is specifically accepted, in whole or in part, by the Entity. Providing products, materials, or services which do not meet all specification requirements does not constitute delivery. Entity reserves the right to require new delivery or a refund in the event that materials or products not meeting specifications are discovered after payment has been made. **NO SUBSTITUTIONS PERMITTED WITHOUT WRITTEN APPROVAL OF THE ENTITY.**

3.8 ACCEPTANCE: All equipment ordered will be subject to acceptance inspection and performance testing upon receipt. Acceptance inspection and performance testing will not take more than five (5) working days, weather permitting. Respondent will be notified within this time frame of any units not delivered in full compliance with the purchase order specifications. In the event the goods tested fail to meet or exceed all conditions and requirements of the solicitation and Contract, the goods will be rejected in whole or in part, at the State's Entity's option, and returned to the Vendor or held for disposition at the Vendor's expense. Latent defects may result in cancellation of the Contract at no expense to the Entity.

3.9 RECORD KEEPING

3.9.1 Respondents shall provide, enter, or upload all documentation, communications, and records including all permits, certifications, warranties, and approvals regarding all provided services/products as instructed by the Entity.

3.9.2 Respondents shall maintain records of all events that affect, or may be expected to affect the quality, scope, or progress of the services. All records shall be retained for a period of **five (5) years** following the closeout of the Entity's federal grant.

3.9.3 Insurance

3.9.3.1 If applicable, an original, certified copy of an Insurance Certificate listing the Entity as additional insured, must be submitted with the Respondent's submittal (**see Attachment E for requirements**). The successful Respondent will be required to maintain at all times during performance of the Contract, the insurance detailed below.

3.9.3.2 Workers' Compensation Insurance

3.9.3.3 Employers' Liability Insurance

3.9.3.4 Comprehensive General Liability Insurance

3.9.3.5 Excess Liability Insurance, Comprehensive General Liability Insurance, Comprehensive Automobile Liability Insurance

3.10 TERMS AND CONDITIONS

- 3.10.1 **Indemnity Clause** – The Respondent agrees to indemnify and save harmless the Entity and its officers, agents, and employees from any and all claims, causes or action, and damages of every kind, for injury to or death of any person and damages, to property arising out of or in connection with the work done by Respondent under this contract, and including acts or omissions of the Entity or its officers, agents, or employees in connection with said contract.
- 3.10.2 **Equal Opportunity Employer** – The successful Respondent shall warrant and agree that he/she is an Equal Opportunity Employer. Should complaints of any form of discrimination, either in dispensation of the service, or within company hiring policies be substantiated, this contract may be terminated immediately.
- 3.10.3 **Assignment** – The successful Respondent may not assign, sell, or otherwise transfer this contract without prior written consent of the Entity.
- 3.10.4 **Compliance with Laws** – The Respondent 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.
- 3.10.4.1 Additionally, all applicable local government codes for the State of Texas also apply to this contract. All equipment, supplies and work furnished under this contract shall comply with applicable laws, ordinances, and regulations. Respondent shall obtain and pay for such permits and inspections as are required for the legal performance of this work, unless otherwise specified. Respondent shall comply with all federal and state laws and Entity's ordinances and codes applicable to the Respondent's operation under this contract. These specifications and the contract resulting here shall be fully governed by the laws of the State of Texas and shall be fully performable in Galveston County, Texas, where venue for any proceeding arising hereunder will lie.
- 3.10.5 **Silence of Specifications** – The apparent silence of specifications as to any detail, or the apparent omission from it or a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality shall be used. All interpretations of specifications shall be made on the basis of this statement. The Respondent should request clarification from the Entity as specified in this document.

SECTION 4 – EVALUATION CRITERIA

4.1 RESPONSIVENESS OF QUALIFICATIONS SUBMISSION:

Pass/Fail

Qualifications submission shall be responsive to all material requirements that shall enable the evaluation committee to evaluate responses in accordance with the evaluation criteria to make a recommendation to Officials of the Entity.

4.2 FINANCIAL STABILITY OF RESPONDENT:

Pass/Fail

Financial stability of the Respondent to successfully undertake the project and the ability to ensure performance over the duration of the contract.

4.3 TECHNICAL REQUIREMENTS:

100 Points Total

Extent to which the provided service or products meets the needs of the Entity, including, but not limited to, the criteria in the evaluation matrix and in the submission requirements section and as expressed in this document.

4.4 EVALUATION CRITERIA AND RATING SHEET:

Solicitation responses shall be evaluated in accordance with Part 200 of the Uniform Administrative Requirements, Cost Principles, Audit Requirement, and Chapter 2269 of the Texas Government Code. The Entity will make the selection on the basis of demonstrated competence and qualifications; and to a Respondent that provides a fair and reasonable price.

The Entity evaluates the responses, prepares a Bid Tabulation sheet, determines the award on the basis of fair and reasonable pricing considered to be the Best Value to the Entity.

Only responses submitted in compliance with the **Schedule of Events + Response Requirements** section and meeting qualifications will be considered. Failure to submit the required information may be cause for rejection of the bid response. The Entity reserves the right to waive informalities and minor irregularities in bids received.

Initial Compliance Screening

The Entity will perform an initial screening of all solicitation responses received. Unsigned solicitation responses, and solicitation responses that do not meet the minimum qualifications above and/or do not include all required forms and information may be subject to rejection without further evaluation.

Additional Evaluation Criteria

All solicitations will be evaluated based on Responsiveness and Price. Responsiveness means adhering to the Terms and Conditions and specifications of the supplies requested. If Respondent(s) who has the lowest price is deemed to be non-responsive, Entity will disqualify the offer and evaluate the response of the next lowest priced responsive Respondent.

Evaluation Process: The Entity's Evaluator(s) completes a Rating Sheet using the criteria described below. The bid submitted must be a firm-fixed price.

Rating Sheet

EVALUATION CRITERIA	SCORE
Responsiveness of Proposal	Pass/Fail
Financial Stability	Pass/Fail
Understanding of Work; Experience and Qualifications	20
Capacity to Perform, Delivery/Service Schedule, and References	20
Pricing	60

TOTAL SCORE	100
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SECTION 5 – RESPONSE SUBMISSION REQUIREMENTS

This section details the requirements for submitting all required information. Respondents are advised to see Schedule of Events + Response Requirements on Page 4 of this document, and to carefully review all the requirements and submit all documents and information as indicated in this IFB. Additional information may be requested for clarification. Incomplete responses may lead to a submission being deemed nonresponsive and will not be considered.

To ensure some degree of uniformity in the submission, please follow the outline listed below.

5.1 STATEMENT OF INTEREST

The statement of interest should be limited to a maximum of two (2) pages and must include a brief introduction of the company, a statement of the Respondent's understanding of the work to be performed and that the company meets and will comply with the requirements set forth in this document.

5.2 EXPERIENCE AND RELEVANT QUALIFICATIONS

Respondent shall demonstrate related professional qualifications, experience, and knowledge similar to this scope of work. Response should include information similar in scope and size to the scope of work in this IFB. Limit to four (4) pages. Minimum submission shall address the following:

5.2.1 Experience – Respondents shall provide a concise narrative description of their firm's experience in services similar in size and scope to the requested scope of services. Describe any work performed in or for the Entity. Respondents shall provide descriptions of at least three (3) projects of similar size and scope to this Program. Projects should include project location, duration and project description and scope of work the Respondent performed.

5.2.2 Relevant Qualifications – Respondents must provide a brief summary to include total number and types of employees, skills, knowledge and abilities, company background history, and number of years in providing similar services as outlined in this document.

5.3 CAPACITY TO PERFORM

Respondent should state its firm commitment to provide goods or services within the prescribed delivery date and time.

5.3.1 Work Capacity: Respondent shall provide information to demonstrate capacity to perform requested work. Respondents shall provide a detailed typical schedule to show sequence of key work activities and the number of days to complete each task.

5.3.4 If applicable, **Bonding Capacity:** Respondent(s) shall provide proof of bonding capacity in a statement addressed to the Entity from a certified bonding company authorized to do business in the State of Texas. The letter must clearly state the amount of Firm's bonding capacity to be reserved for the Entity's projects. Firm shall carry a minimum bonding capacity of the project value upon execution of the Contract. The bond(s) must be made payable to the Entity. In your response,

please provide a statement regarding your ability to provide proof of bonding as directed in the Exhibits that follow.

5.4 FINANCIAL STABILITY

Respondent shall provide a statement that includes the following:

- 5.4.1 A full disclosure of any events, liabilities, or contingent liabilities that could affect Respondent's financial ability to perform this contract; and
- 5.4.2 Other financial information sufficient for the Entity, in its sole judgement, to determine if Respondent is financially solvent or adequately capitalized.

5.5 LEGAL ACTIONS

Provide a list of all pending litigation and include a brief description of the reason for legal action (if applicable).

5.6 PRICING

- 5.6.1 Respondents shall complete and submit the Pricing Sheet (see **Attachment B**).
- 5.6.2 Prices for all goods and/or services shall be all inclusive. Pricing offered shall be valid for ninety (90) days from response due date.
- 5.6.3 The Entity is exempt from taxes. DO NOT INCLUDE TAX IN YOUR PRICING SUBMITTAL.
- 5.6.4 Estimated Quantities – Quantities indicated are estimated based upon the best available information. The Entity reserves the right to increase or decrease the quantities by any amount deemed necessary to meet its needs without any adjustments in the bid price.

LIST OF EXHIBITS

EXHIBIT A PROJECT SCOPE OF WORK

EXHIBIT B REQUIRED CONTRACT PROVISIONS

**EXHIBIT C OTHER RELEVANT INFORMATION/SPECIAL
CONDITIONS**

EXHIBIT A – PROJECT SCOPE OF WORK

The City of La Marque is considering the purchase of one 3D Crime Scene Scanner for Crime Scene Investigation. The solution should include necessary accessories to accurately gather data and to recreate various crime scenes and motor vehicle collisions. The solution should be capable of digitally recreating various indoor and outdoor “scenes” in a three-dimensional format. The crime scene scanner should be capable of capturing precise measurements that withstand the rigors of court presentations and withstand legal challenges as to accuracy. The solution should include necessary equipment to operate in the field. The solution should include the necessary software licenses to operate the device and complete the three-dimensional scenes. The solution should include hands-on customer training for multiple people at the customer’s location. The solution should include appropriate warranties.

All prices must include all shipping, handling, fuel surcharges, and delivery fees.

Item	Description	Quantity	Unit of Measure
1	Crime Scene Scanner Device with scanner head, status indicator, quick release, battery, battery dock, power supply, rugged transport case, manual and manufacturer warranty	1	1
2	3 Year Warranty	1	1
3	Battery block	1	1
4	Tripod	1	1
5	VR Ready Notebook Computer	1	1
6	3D Point Software with 3-year license	1	1
7	3D Scene Reconstruction Software	1	1
8	Onsite Customer Training	1	1
9	200mm Target with Tripod	1	1
10	3D Scale Bar Kit	1	1
11	80mm Target Set	1	1
5	DELIVERY LOCATION: 431 Bayou Road, La Marque, Texas 77568		
6	DELIVERY SCHEDULE: 60 Calendar Days		

EXHIBIT B – 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
	2 CFR 200 Appendix II (A-L)		
>\$250,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908 , must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.	2 CFR 200 APPENDIX II (A)	Contractor RFP/IFB Contractor RFQ Subrecipients
>\$10,000	All contracts in excess of \$10,000 must address termination for cause and for convenience by the Non-Federal entity including the manner by which it will be affected and the basis for settlement.	2 CFR 200 APPENDIX II (B)	Contractor RFP/IFB Contractor RFQ Subrecipients
None	Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." 41 CFR 60-1.4 Equal opportunity clause. (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: 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: During the performance of this contract, the contractor agrees as follows: (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and	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
	selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin. (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information. (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. (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. (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. (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. (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: 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. 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		

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. 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. 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.		
>\$10,000,000 for ARPA but State Provision Applies at any amount and/or >\$2,000 for CDBG/Braided Funds Projects See TX Prevailing Wage Laws	Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$10,000,00 awarded by Non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The Non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The Non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Non-Federal entity must report all suspected or reported violations to the Federal awarding agency.	2 CFR 200 APPENDIX II (D)	Contractor RFP/IFB Subrecipients
>\$100,000	Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the Non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is	2 CFR 200 APPENDIX II (E)	Contractor RFP/IFB Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open 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

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	See 2 CFR §200.323 - Procurement of Recovered Materials. 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. 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. 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— 1. Competitively within a timeframe providing for compliance with the contract performance schedule; 2. Meeting contract performance requirements; or 3. At a reasonable price. ii. Information about this requirement, along with the list of EPA-designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program. iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the “Solid Waste Disposal Act.”	2 CFR 200 APPENDIX II (J)	Contractor RFP/IFB Contractor RFQ Subrecipients
	See 2 CFR §200.216 - Prohibition on certain telecommunications and video surveillance services or equipment (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (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). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (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	2 CFR 200 APPENDIX II (K)	Contractor RFP/IFB Contractor RFQ Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	owned or controlled by, or otherwise connected to, the government of a covered foreign country. (b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. (c) See Public Law 115-232, section 889 for additional information. (d) See also § 200.471.		
	See 2 CFR §200.322 - Domestic Preferences for Procurements. (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. (b) For purposes of this section: (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. (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.	2 CFR 200 APPENDIX II (L)	Contractor RFP/IFB Contractor RFQ Subrecipients
	Additional 2 CFR 200 references & Other Regulations		
None	The Federal awarding agency must establish conflict of interest policies for Federal awards. The Non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.	2 CFR 200.112	Contractor RFP/IFB Contractor RFQ Subrecipients
None	Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms. (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. (b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;	2 CFR 200.321	Contractor RFP/IFB Contractor RFQ Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.		
>\$10,000	An NFE (Non-Federal Entity) that is a state agency or an agency of a political subdivision of a state, and the NFE's contractors must comply with Section 6002 of the Solid Waste Disposal Act. Applicable NFEs must include a contract provision requiring compliance with this requirement. This includes contracts awarded by a state agency or political subdivision of a state and its contractors for certain items, as designated by the EPA, with a purchase price greater than \$10,000. Indian Tribal Governments and nonprofit organizations are not required to comply with this provision. Additional requirements are listed below.	2 CFR 200.323	Contractor RFP/IFB Contractor RFQ Subrecipients
None	Financial records, supporting documents, statistical records, and all other Non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon Non-Federal entities. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations. The only exceptions are the following: (a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations. (b) When the Non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period. (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition. All records related to ARPA shall be maintained for 5 years per the ARPA terms and conditions and regulations. (d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the Non-Federal entity All records related to ARPA shall be maintained for 5 years per the ARPA terms and conditions and regulations. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations. (e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the Non-Federal entity's fiscal year in which the program income is earned. (f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting	2 CFR 200.334	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates). (1) <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. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations. (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. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations.		
None	The Federal awarding agency and the Non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the Non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not 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.	2 CFR 200.336	Contractor RFP/IFB Contractor RFQ Subrecipients
None	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.	Texas Government Code 2252.152	Contractor RFP/IFB Contractor RFQ Subrecipients
>\$100,000	PROVISION REQUIRED IN CONTRACT. (a) This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.	Texas Government Code 2271	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
For Critical Infrastructure Projects	PROHIBITION ON CONTRACTS WITH CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE. PROHIBITED CONTRACTS. (a) A governmental entity may not enter into a contract or other agreement relating	Texas Government Code, Title 10, Subtitle F, Chapter 2274.0102	Subrecipients EC 6.1 Awardees

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	to critical infrastructure in this state with a company: (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 (2) if the governmental entity knows that the company is: (A) owned by or the majority of stock or other ownership interest of the company is held or controlled by: (i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; or (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 (B) headquartered in China, Iran, North Korea, Russia, or a designated country. (b) The prohibition described by Subsection (a) applies regardless of whether: (1) the company's or its parent company's securities are publicly traded; or (2) the company or its parent company is listed on a public stock exchange as: (A) a Chinese, Iranian, North Korean, or Russian company; or (B) a company of a designated country.		
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
ARPA Terms & Conditions			
ARPA Terms, Conditions, & Records	1. Use of Funds. a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing. 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.	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.	Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
		117-2; Section 602(b), 603(b) and/or 603(c) as applicable	
ARPA Terms, Conditions, & Records	4. Maintenance of and Access to Records 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. 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. 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.	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	5. Pre-award Costs. Pre-award costs, as defined in 2 CFR § 200.458, may not be paid with funding from this award.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.	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	7. Cost Sharing. Cost sharing or matching funds are not required to be provided by 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	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.	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	9. Compliance with Applicable Law and Regulations. 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. b. Federal regulations applicable to this award include, without limitation, the following: 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	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
	exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award. ii. Universal Identifier and System for Award Management (SAM), 2 CFR Part 25, pursuant to which the award term set forth in Appendix A to 2 CFR Part 25 is hereby incorporated by reference. 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. 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. 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. vi. Governmentwide Requirements for Drug-Free Workplace, 31 CFR Part 20. vii. New Restrictions on Lobbying, 31 CFR Part 21. viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations. ix. Generally applicable federal environmental laws and regulations. c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following: i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury’s implementing regulations at 31 CFR Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance; ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability; iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance; iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury’s implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and 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.		
ARPA Terms, Conditions, & Records	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.	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	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.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c)	Subrecipients

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	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
	management; v. An authorized official of the Department of Justice or other law enforcement agency; vi. A court or grand jury; or vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct. 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.		
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 C – OTHER RELEVANT INFORMATION/SPECIAL CONDITIONS

Attach any relevant specifications, e.g., municipal/state code specifications, etc., that will be applicable to this purchase.

ATTACHMENTS

THE FOLLOWING DOCUMENTS MUST BE COMPLETED AND INCLUDED IN THE RESPONSE PACKAGE:

1. ATTACHMENT A SIGNED SOLICITATION RESPONSE COVER SHEET/ACKNOWLEDGEMENT OF ADDENDA/SUBMISSION CHECKLIST
2. ATTACHMENT B PRICING SHEET
3. ATTACHMENT C SYSTEM FOR AWARD MANAGEMENT (SAM.GOV) RECORD SEARCH
4. ATTACHMENT D CUSTOMER/CLIENT REFERENCES
5. ATTACHMENT E CERTIFICATE OF INSURANCE (IF APPLICABLE)
6. ATTACHMENT F ETHICS AND CONFLICT OF INTEREST ACKNOWLEDGEMENT (OPTIONAL)
8. ATTACHMENT G TEXAS ETHICS COMMISSION CERTIFICATE OF INTERESTED PARTIES (FORM 1295)
9. ATTACHMENT H CONFLICT OF INTEREST QUESTIONNAIRE (FORM CIQ)
10. ATTACHMENT I DISCLOSURE OF LOBBYING ACTIVITIES SF-LLL CERTIFICATION
11. ATTACHMENT J BIDDER'S CERTIFICATION
12. ATTACHMENT K NON-COLLUSION AFFIDAVIT

ATTACHMENT A:

SOLICITATION RESPONSE COVER SHEET/ACKNOWLEDGMENT OF ADDENDA/SUBMISSION CHECKLIST

Title of Solicitation:	
Name of Respondent:	
Company:	
Mailing Address:	
City, State, Zip:	
Phone Number:	
Company Contact Email Address:	
Texas Vendor ID Number:	
EIN/Federal Tax Identification Number:	

ACKNOWLEDGEMENT OF ADDENDA

ADDENDUM NO.	DATE ISSUED

☐ Please check this box if no addenda were issued.

ATTACHMENT A (CONTINUED)

SOLICITATION RESPONSE COVER SHEET/ACKNOWLEDGMENT OF ADDENDA/ SUBMISSION CHECKLIST

This checklist is provided for the Respondent's use in assuring compliance with required documentation; however, it does not include all specification requirements and does not relieve the Respondent of the need to read and comply with the specifications. Your submittal of the documents attests to the fact that you have read and/or included the documents with your response.

SUBMISSION CHECKLIST

CHECK FOR COMPLETION	DOCUMENTS REQUIRED FOR SUBMISSION
☐	A. Solicitation Response Cover Sheet/Acknowledgement of Addenda/Submission Checklist
☐	B. Pricing Sheet
☐	C. System for Award Management (SAM.gov)
☐	D. Customer/Client References
☐	E. Certificate of Insurance
	F. Ethics and Conflict of Interest Acknowledgement (Optional)
N/A	G. Texas Ethics Commission Certificate of Interested Parties (Form 1295) (This is a sample and is only required to be completed by the Respondent selected for award.)
☐	H. Conflict of Interest Questionnaire (Form CIQ)
☐	Please check this box if the Respondent does not identify a conflict of interest and therefore, will not be submitting the Conflict of Interest Questionnaire Form CIQ.
☐	I. Disclosure of Lobbying Activities SF-LLL Certification (Required for all bids exceeding \$100,000)
☐	Please check this box if the bid does not exceed \$100,000.
☐	J. Bidder's Certification
☐	K. Non-Collusion Affidavit
☐	

The Respondent's authorized agent must sign this document to acknowledge having read this solicitation carefully and completely, including the list of addenda, and that the information submitted is true and correct.

AUTHORIZED AGENT NAME:	
AUTHORIZED SIGNATURE:	
TITLE OF AUTHORIZED AGENT:	
DATE OF SIGNATURE:	

ATTACHMENT B: PRICING SHEET

Respondent shall complete and submit the following pricing sheet with the bid response package. The Entity reserves the right to make an award on the basis of low bid in the interest of the Entity and to reject any and all bid items in the sole discretion of the Entity.

ITEM	DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENSION
1	Entity should enter the description and quantity of the services/products as contained in the Scope of Work in Exhibit A			\$	\$
2				\$	\$
3				\$	\$
4				\$	\$
5				\$	\$
TOTAL FIRM FIXED PRICE					\$
6	DELIVERY – Number of calendar days for delivery after receipt of the order:			60 calendar days	
Name of Firm:					
IFB #:					
IFB Name:					

AUTHORIZED AGENT – SIGNATURE AND CONTACT INFORMATION

The Respondent's authorized agent must sign this document to acknowledge they read this solicitation carefully and completely, and the information submitted is true and correct.

SIGNATURE OF AUTHORIZED AGENT:	
PRINTED NAME OF AUTHORIZED AGENT:	
TITLE OF AUTHORIZED AGENT:	
DATE OF SIGNATURE:	

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

This project is funded by Coronavirus State and Local Fiscal Recovery Funds which requires all contractors and vendors to be in good standing according to SAM.gov and the Texas State Comptroller's office.

Verification of SAM.gov Status

1. Respondent must not be suspended or debarred at the time of the proposal submittal. The proposal response package must include a completed Non-Debarment Certification Form located **on the next page** herein.
2. All Respondents must be pre-vetted for eligibility to perform the outlined ARPA funded scope of work. A printed screenshot from the SAM.gov website verifies whether the Vendor is excluded from contract participation at the federal level.

Contract Award

The ARPA Award Recipient must verify the SAM.gov status of the Respondent(s) selected for contract award prior to execution of the contract as stated in the Non-Debarment Certification Form. The final verification of the Respondent's SAM.gov status is completed prior to contract award, and in addition to the initial verification documentation provided with the proposal response submittal.

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

NON-DEBARMENT CERTIFICATION FORM

COMPANY/ENTITY LEGAL NAME:

STREET ADDRESS:

CITY:

STATE:

ZIP:

CONTACT NAME:

CONTACT EMAIL:

CONTACT PHONE:

*UEI #

**TIN #

*Subrecipients are required to have a Unique Entity Identifier (UEI) Number prior to an award. 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. **Beneficiary Entities are required to have UEI and/or TIN.

APPLICABLE REGULATIONS: As stated in the ARPA/SLFRF Terms & Conditions: "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."

Also, Federal Executive Order (E.O.) 12549: "Debarment" 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: www.sam.gov

Be advised that we may pursue available remedies per 2 CFR 180.360 as an ARPA recipient entity: "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."

[INITIAL]

CERTIFICATION & SIGNATURE

We hereby certify that we are not excluded, disqualified, or debarred from receiving federally funded awards.

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 this agreement's termination and/or the repayment of funds.

Your signature certifies that the information provided on this form is correct and 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.

SIGNATURE

PRINTED NAME & TITLE

DATE

FOR DEPARTMENT USE ONLY

SAM Debarment/Certification Record of Clearance

Yes [] No []

Note:

State of Texas Debarred Vendor List Cleared

Yes [] No []

Note:

Verified By:

Yes [] No []

Date:

ATTACHMENT D: CUSTOMER/CLIENT REFERENCES

Respondents shall use Attachment D to describe a minimum of three (3) and maximum of five (5) references for jobs, and corresponding references, completed within last five (5) years.

Respondent's Name: _____

The references shall illustrate recent experience successfully completing work of a similar nature and scope as the work described in this IFB. This form may be modified as needed to comply with the requirement to document company information. ***Failure to return this attachment (or a reasonable facsimile) may result in the proposal being considered non-responsive. Failure to provide references may result in the proposal being considered non-responsive.***

REFERENCE 1:

Company Name:	
Company Address:	
Contact Name/Title/Phone:	
Contact Email:	
Contract Award Date:	
Contract Completion Date:	
Contract Project Name:	
Brief Description of Services:	

REFERENCE 2:

Company Name:	
Company Address:	
Contact Name/Title/Phone:	
Contact Email:	
Contract Award Date:	
Contract Completion Date:	
Contract Project Name:	
Brief Description of Services:	

REFERENCE 3:

Company Name:	
Company Address:	
Contact Name/Title/Phone:	
Contact Email:	
Contract Award Date:	
Contract Completion Date:	
Contract Project Name:	
Brief Description of Services:	

REFERENCE 4:

Company Name:	
Company Address:	
Contact Name/Title/Phone:	
Contact Email:	
Contract Award Date:	
Contract Completion Date:	
Contract Project Name:	
Brief Description of Services:	

REFERENCE 5:

Company Name:	
Company Address:	
Contact Name/Title/Phone:	
Contact Email:	
Contract Award Date:	
Contract Completion Date:	
Contract Project Name:	
Brief Description of Services:	

ATTACHMENT E: CERTIFICATE OF INSURANCE
(PROPOSAL RESPONDER SUPPLIES INSURANCE WITH THE PROPOSAL PACKAGE)

INSURANCE REQUIREMENTS

If requested, the Respondent shall supply an original, certified copy of an insurance certificate listing **the Entity** as additional insured. The successful Respondent will be required to maintain, at all times during performance of the contract, the insurance detailed below. Failure to provide this insurance certificate within the specified amount of time may result in disqualification of bid.

- a. Workers' Compensation Insurance as required by laws and regulations applicable to and covering employees of Contract engaged in the performance of the work under this agreement with a limit of not less than \$1,000,000.00.
- b. Employers' Liability Insurance protecting Responder against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master-servant relationship with a limit of not less than \$1,000,000.00.
- c. Comprehensive General Liability Insurance including products/completed operation with limits of liability of not less than: Bodily Injury \$1,000,000.00 per each person, \$2,000,000.00 per each occurrence/aggregate; Property Damage \$1,000,000.00 per each occurrence;
- d. Excess Liability Insurance Comprehensive General Liability, Comprehensive Automobile Liability and coverages afforded by the policies above, with the minimum limits of \$ excess of specified limits.

ATTACHMENT F: ETHICS AND CONFLICT OF INTEREST ACKNOWLEDGEMENT

Public servants are expected to conduct themselves impartially and in a manner that inspires public confidence, while ensuring that responsible contractors have fair and equal access to governmental procurement.

The City of La Marque is committed to protection of government integrity, while also facilitating the recruitment and retention of the skilled personnel necessary to support its operations. To achieve this objective, The City of La Marque has established standards of ethical conduct and conflict of interest policies and expects all vendors, contractors, and subrecipients to adhere to the same core principles as described below.

To achieve these standards, it is essential that those doing business with the City of La Marque also observe the ethical standards prescribed here.

I acknowledge that it is a breach of ethics to attempt to influence any public employee, elected official, or department head to violate the standards of ethical conduct set forth in this code.

I further acknowledge that it is a breach of ethics for any employee of City of La Marque or a vendor doing business with the City of La Marque to participate directly or indirectly in a procurement when the employee or vendor knows that:

- A. The employee or any member of the employee's immediate family or household has a substantial financial interest in a company responding to a City of La Marque procurement.
- B. A business or organization in which the employee or any member of the employee's immediate family has a financial interest pertaining to the procurement.

I understand that it is a breach of ethics to offer, give, or agree to give any employee of City of La Marque, or for any employee to solicit, demand, accept, or agree to accept from a vendor, a gratuity of consequence or any offer of employment in connection with any decision, approval, disapproval, recommendation, preparation, or any part of a program requirement or purchase request influencing the content of specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or controversy, any particular matter pertaining to any program requirement, contract or subcontract, or to any solicitation or proposal therefore pending before City of La Marque.

I acknowledge that it is a breach of ethics for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for City of La Marque as an inducement for the award of a contract or order.

I certify that I have read and understand the ethical standards set forth by City of La Marque and agree to comply with them in all business dealings with the City of La Marque.

SIGNATURE, VENDOR AUTHORIZED REPRESENTATIVE

COMPANY

PRINTED NAME, TITLE

DATE

(TO BE COMPLETED BY THE AWARDED VENDOR PRIOR TO CONTRACT EXECUTION)

Form provided by Texas Ethics Commission

ATTACHMENT H: CONFLICT OF INTEREST QUESTIONNAIRE (FORM CIQ)

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.	OFFICE USE ONLY 	
1 Name of vendor who has a business relationship with local governmental entity.		
2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
3 Name of local government officer about whom the information is being disclosed. Name of Officer		
4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary. A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor? ☐ Yes ☐ No B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity? ☐ Yes ☐ No		
5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.		
6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).		
7 Signature of vendor doing business with the governmental entity Date		

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

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

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

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

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

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

- (2) the vendor:

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

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

or

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

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

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

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

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

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

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

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

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

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

- (1) the date that the vendor:

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

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

- (2) the date the vendor becomes aware:

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

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

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

ATTACHMENT I: DISCLOSURE OF LOBBYING ACTIVITIES
SF-LLL 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 of Lobbying Activities," in accordance with its instructions.
- (c) The undersigned shall require that the language in paragraphs (a) and (b) 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, _____ (insert business name), 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	
NAME OF AUTHORIZED AGENT	
TITLE OF AUTHORIZED AGENT	
DATE	

DISCLOSURE OF LOBBYING ACTIVITIES – INSTRUCTIONS

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

1. Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. Status of Federal Action: ☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award	3. Report Type: ☐ a. initial filing ☐ b. material change
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, <i>if known</i> : Name: Street Address: City, State, Zip: Congressional District, if known:		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Name: Street Address: City, State, Zip: Congressional District, if known:
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, <i>if applicable</i> : _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10a. Name and Address of Lobbying Registrant Name (First, MI, Last): Street Address: City, State, Zip:	10b. Individuals Performing Services <i>(including address if different from No. 10a)</i> Name (First, MI, Last): Street Address: City, State, Zip:	
11. Information requested through this form is authorized by Title 31 U.S.C., Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. Signature: _____ Name: _____ Title: _____ Telephone: _____ Date: _____		
Federal Use Only		Authorized for Local Reproduction Standard Form – LLL (Rev. 7-97)

ATTACHMENT J: BIDDER'S CERTIFICATION

In accordance with Texas Government Code Sections 2252.001 through 2252.004 (relating to bids by nonresident contractors), the pertinent portion of the Act has been extracted and is as follows:

1. "Nonresident bidder" refers to a person who is not a resident.
2. "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the greater of the following:

1. the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located; or
2. the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which a majority of the manufacturing relating to the contract will be performed.

I certify that _____ (Company Name) is a

☐ **Resident bidder of Texas** as defined in Section 2252.001(4), Texas Government Code,

OR

☐ **Nonresident bidder** as defined in Section 2252.001(3), Texas Government Code, and our principal place of business is located at _____ (City and State).

Note: If the Respondent is an out-of-state company, a Certificate of Authority from the Secretary of State to do business in Texas must be provided.

SIGNATURE	
NAME OF AUTHORIZED AGENT	
TITLE OF AUTHORIZED AGENT	
DATE	

ATTACHMENT K: NON-COLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT

STATE OF TEXAS §
 §
COUNTY OF _____ §

By the signature below, the signatory for the bidder certifies that neither he/she 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 _____ on
the _____ day of _____, 20_____ on behalf of said bidder.

Notary Public in and for the
State of Texas

My commission expires: _____

APPENDIX I – SAMPLE CONTRACT

SAMPLE CONTRACT – INVITATION FOR BID NON-CONSTRUCTION ONLY

CITY OF LA MARQUE

AMERICAN RESCUE PLAN ACT (ARPA) PROGRAM

GENERAL SERVICES, SUPPLIES, AND/OR EQUIPMENT CONTRACT

Vendor Name	Vendor Name
Vendor Unique Entity Identifier (UEI) if available	XXXXXXXXXXXXXXXXXX
Period of Performance Start Date	December 1, 2024
Period of Performance End Date	August 30, 2026
Amount of Federal Funds Obligated by this Agreement	\$000,000
Assisted Listing Number (ALN) # 21.027	FAIN # RCP-056096

INTRODUCTION

THIS CONTRACT for General Services, Supplies, and/or Equipment (“Contract”) is made and entered into this [Date], by and between City of La Marque, Texas, hereinafter referred to as the “Entity” and [Vendor Name], hereinafter referred to as the “Vendor.” Entity and Vendor are sometimes each referred to as a “Party” and collectively “Parties.”

The following recitals are incorporated in and made a part of this Contract.

WHEREAS, on March 11, 2021, President Biden signed the U.S. Senate-amended H.R. 1319 (P.L. 117-2) known as the American Rescue Plan Act (hereinafter “ARPA”); and

WHEREAS, under ARPA Section 603 (c)(1)(A) and (3) and the Final Rule 31 CFR 35.6, recipients may use Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) to allocate funds for the provision of government services and/or make necessary investments in water, sewer, and broadband infrastructure; and

WHEREAS, the Entity has determined that it has the objective of providing services to its residents; and

WHEREAS, the Entity has been awarded ARPA funds by the U.S. Department of the Treasury (“Treasury”) which have been distributed to the Entity from ARPA for covered costs and eligible expenses to be incurred during the period which began on March 3, 2021 (the date ARPA became law) until December 31, 2024 (to be fully expended by December 31, 2026); and

WHEREAS, the Entity desires to disburse funds to the Vendor to perform certain services or provide certain supplies or equipment in connection therewith as set forth in this Contract and in the Scope of Services attached hereto; and

WHEREAS, Vendor has represented to the Entity that it is duly qualified, eligible, and willing to provide the services identified herein and in the Scope of Services attached hereto.

NOW, THEREFORE, in consideration of the foregoing recitals and the terms and conditions set forth herein, the Parties hereto do mutually agree as follows:

SECTION 1. CONTRACT ADMINISTRATION

SECTION 1.1 CONTACT INFORMATION & NOTICES

For the purposes of this Contract, the Entity's Representative listed below will serve as the primary point of contact for the Vendor. All required reports and communication shall be directed to this liaison and other local personnel as appropriate. The Vendor shall designate a Representative to act on Vendor's behalf for all purposes, including execution of Change Orders and Requests for Payment.

Any notice or communication required or permitted to be given under this Contract must be in writing. The initial contact information of the parties, which one party may change by giving written notice to the other party, are as follows:

Entity Name		Vendor Name	
Entity Address 1		Vendor Address 1	
Entity Address 2		Vendor Address 2	
Entity Representative for Project		Vendor Representative for Project	
Name		Name	
Title		Title	
Phone		Phone	
Email		Email	
Entity Billing Contact		Vendor Billing Contact	
Name		Name	
Title		Title	
Phone		Phone	
Email		Email	

SECTION 1.2 PARTS INCORPORATED

Parts Incorporated. In addition to the Exhibits identified below which are incorporated into this Contract, it is understood and agreed that additional terms of this Contract are to be performed in accordance with the proposal documents (scope of work, images, and specifications), submitted proposal response and related exhibits, affidavits, addendums, statutory requirements, and the ARPA Terms & Conditions.

Exhibits

Exhibit A1	Scope of Work
Exhibit A2	Payment & Pricing Schedule
Exhibit A3	Request for Payment
Exhibit B	ARPA Required Contract Provisions
Exhibit C	Other Relevant Information/Special Conditions for Construction
Exhibit D	Insurance Certificate
Exhibit E	Bid, Performance, and Payment Bonds
Exhibit F	Eligibility Verification (SAM.gov)
Exhibit G	Certificate of Interested Parties (Form 1295)

SECTION 1.4 CONTRACT DOCUMENTS

By reference, the Contract Documents consist of:

- a. This Contract and all exhibits listed, contained, or referenced in this Contract.
- b. All Addenda issued before the Effective Date of this Contract;
- c. All Alternates accepted by the Entity before the Effective Date of this Contract;
- d. All Change Orders issued after the Effective Date of this Contract; and
- e. The response submitted by Vendor in response to the IFB issued by Entity for this Project.

The Contract and Exhibit Documents form the entire and integrated Contract between Entity and Vendor, and supersede all prior negotiations, representations, or agreements, written or oral. To the extent of any conflict between Vendor's Proposal and any other Contract Document, the Contract Documents shall govern.

If there is an irreconcilable difference between or among the various documents that make up the Contract Documents, the interpretation that provides for a higher quality of material and/or workmanship will prevail over all other interpretations.

1.4.1 Term of Contract and Delivery Schedule – Commencement of Work

Entity shall issue a Notice to Proceed (NTP) identifying the date for commencement of the Work. Vendor shall achieve substantial completion of the Work within [REDACTED] calendar days after the commencement date; as such completion date may be extended by approved Change Orders. THE TIME SET FOR COMPLETION OF THE WORK IS AN ESSENTIAL ELEMENT OF THE CONTRACT. In any event, all of the services required and performed hereunder shall be completed no later than [REDACTED].

1.4.2 Pre-Existing Conditions

Vendor acknowledges that it has been provided access to the existing improvements and conditions on the Project site and that it has thoroughly investigated those conditions. Vendor's investigation was instrumental in preparing its bid to perform the Work. Vendor shall not make or be entitled to any adjustment to the Contract Time or the Contract Sum

arising from Project conditions that the Vendor discovered or, in the exercise of reasonable care, should have discovered in Vendor's investigation.

1.4.3 Liquidated Damages

Vendor and Entity agree that a breach of this Contract as to completion time will cause damage to the Entity, but further agree that such damage cannot be accurately measured. Therefore, the Parties agree that \$100.00 shall be subtracted from the Contract amount for each and every calendar day that the Work or any portion of the Work remains uncompleted after the expiration of the time period specified in the Notice to Proceed, or as extended by a change order.

1.4.4 Dispute Resolution

Disputes arising under the Contract shall be submitted to a process of resolution pursuant to alternative dispute resolution practices, such as mediation, binding arbitration, or non-binding arbitration pursuant to industry standards, prior to being submitted to a court for adjudication. It is understood that the Entity shall have the right to request mediation if services being provided are deemed deficient in any way.

1.4.5 Acquisition, Merger, Sale and/or Transfer of Business, etc.

It is understood by all parties that if, during the life of the Contract, the Vendor disposes of his/her business concern by acquisition, merger, sale, and or/transfer or by any means conveys his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new vendor will be required to submit all documentation/legal instruments that were required in the original bid/contract. Any change shall be approved by the Entity, who retains the right to reject the transfer of the contract.

1.4.6 Termination of Contract For Cause

This Contract may be terminated by the Entity for cause, including any nonperformance by the Vendor; failure of the Vendor to fulfill in a timely and proper manner its obligations under this Contract; or violation of any of the covenants, agreements, or stipulations of the Contract, upon thirty (30) days' written notice to Vendor including a statement of the reasons, therefore. The determination of the Entity as to the cause of termination and the appropriateness thereof shall be final and binding upon both Entity and Vendor. Cause for termination shall include any material failure by Vendor to comply with any terms of this Contract.

- a. In such event, all finished or unfinished services, documents, data, maps, studies, surveys, drawings, models, photographs, and reports prepared by the Vendor under this Contract shall, at the option of the Entity, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.
- b. Notwithstanding the above, the Vendor shall not be relieved of liability to the Entity for damages sustained by the Entity by virtue of any breach of this Contract by the Vendor, and the Entity may withhold any payments to the Vendor for the purposes of set-off until such time as the exact amount of damages due the Entity from the Vendor is determined.
- c. The Vendor agrees to indemnify and hold the Entity harmless from any liability to subcontractors or suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the Contract by the Entity under this provision.
- d. In case of default by the Vendor, the Entity may procure the goods or services from other sources and hold the Vendor responsible for any excess cost.
- e. Continuation of the terms of the Contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the Entity reserves the right to cancel the Contract.
- f. If this Contract is terminated for cause, excluding funding discontinuance or disapproval, Vendor shall have the

right to attempt to cure its failure during the thirty (30) day period prior to termination to the satisfaction of the Entity at the Entity's sole discretion.

1.4.7 Termination of Contract For Convenience of the Entity

The Entity may terminate this Contract at any time by giving at least thirty (30) days' notice in writing to the Vendor. If the Vendor is terminated by the Entity as provided herein, the Vendor will be paid for actual services provided or delivered purchases that are determined acceptable at the sole discretion of the Entity, less payments of compensation previously made. Vendor

1.4.8 Post Expiration and Termination Procedures

Upon expiration or in the event of a prior termination, all remaining and unspent ARPA funds, shall immediately become the sole and separate property of the Entity and the Vendor shall perform all acts and execute all instruments necessary to transfer and assign such funds to the Entity. All finished or unfinished documents, data, studies, reports, and work products prepared by the Vendor under this Contract or with grant funds shall, at the option of the Entity, become Entity's property.

1.4.9 Transitional Period

In the event services are terminated by contract expiration or by voluntary termination by either the Vendor or the Entity, the Vendor shall continue all terms and conditions of said Contract for a period not to exceed thirty (30) days at the Entity's request.

1.4.10 Ownership of Material

The Entity shall retain all of its rights and interest in any and all documents and property, both hard copy and digital furnished by the Entity to the Vendor for the purpose of assisting the Vendor in the performance of this Contract. All such items shall be returned immediately to the Entity at the expiration or termination of the Contract or completion of any related services pursuant thereto, whichever comes first. None of the documents and/or property shall, without the written consent of the Entity, be disclosed to others or used by the Vendor or permitted by the Vendor to be used by their parties at any time except in the performance of the resulting Contract. Ownership of all data, materials and documentation originated and prepared for the Entity pursuant to this Contract shall belong exclusively to the Entity. All data, reports, computerized information, programs, and materials related to this Project shall be delivered to and become the property of the Entity upon completion of the Project. The Vendor shall not have the right to use, sell, or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the Entity.

SECTION 1.5 CONTRACT SUM AND PAYMENTS

The Vendor shall be compensated per the schedule below. Payment to the Vendor shall be based on satisfactory completion of identified services and/or deliverables and payment/invoicing terms as stated in the IFB, or as mutually agreed upon and contained in this Contract. Payment is expressly contingent upon the availability of ARPA funding.

1.5.1 Contract Sum

Entity shall pay Vendor for performance of its obligations under this Contract, including the Base Proposal and Alternate Proposals (if any), the sum of [Spelled out dollar amount here] (\$000,000.00), and make payment in accordance with the provisions of this Section.

1.5.2 Payment & Pricing Schedule

A Payment & Pricing Schedule (see **Exhibit A2**) subdividing the Project into its respective parts (f needed), and which includes values for all items comprising the Project will serve as the basis for payments made to Vendor.

1.5.3 Vendor's Payment Obligations

Vendor shall promptly pay all bills for labor and material performed and furnished by others in connection with this Contract.

- a. Firm shall submit an invoice upon completion of each milestone. Deliverables will be considered complete only upon inspection and written acceptance by the Entity. Each invoice shall include deliverable(s) completed and the price for each. **The final request for reimbursement must be received by City no later than September 30, 2026.**

1.5.4 Request for Payment

As instructed, all payment requests must be submitted on the Request for Payment (See **Exhibit A3**) including required attachments. Notwithstanding the certification of Vendor's payment requests, the Entity or its Representative will independently review Vendor's payment requests and make a determination as to the amount properly payable to Vendor.

1.5.5 Offsets; Deductions; Withholding

- a. Entity is an agency of the State of Texas and materials and services utilized in the provision of services or purchases may be exempt from state and local taxes. Vendor is responsible for taking full advantage of all tax exemptions applicable to the Project. Entity will deduct from the Requests for Payment and from the Request for Final Payment any taxes paid for materials or services that were entitled to tax exemption.
- b. Amounts assessed as liquidated damages per the above Section of this Contract and other amounts to which Entity is entitled by way of setoff or recovery, if any, shall be deducted from any amounts due Vendor.
- c. Notwithstanding any other contractual provision to the contrary, Entity may withhold any payment from Vendor to the extent reasonably required to protect Entity interests under any of the following circumstances: failure to perform work in accordance with Contract Documents; insufficient documentation in Application for Payment; failure to pay subcontractors, employees, hired laborers or materials suppliers; failure to obtain, renew or maintain insurance coverage as required in this Contract; failure to meet schedule requirements or other scenarios that causes the Entity, in good faith judgment, to determine that the remaining balance will not be sufficient to complete the Work in accordance with this Contract. The right to withhold payment is contingent on giving Vendor a minimum of seven (7) calendar days' written notice of specific defects or defaults and an opportunity to cure same, and on Vendor's failure to cure or to take diligent steps to cure within such seven (7) calendar days.

1.5.6 Final Payment

Vendor's request for Final Payment must not be made until all Work is completed, all requirements of the Vendor Documents have been satisfied, and Vendor delivers the services or equipment.

SECTION 2. ENTITY RESPONSIBILITIES

SECTION 2.1 GENERAL

- a. Entity will cooperate in a timely manner in providing information regarding its requirements.
- b. Entity will review and provide final approval of the general schedule, setting the plan for milestone dates and completion or delivery.
- c. If the Entity has actual knowledge of any fault or defect or non-conformance with the Specifications, the Entity shall give prompt written notice of such fault, defect, or non-conformance to Vendor.
- d. The Entity may designate one or more inspectors of its own who will be given access to the Work as requested or needed. The provision of such inspectors will not reduce or lessen in any respect Vendor's responsibilities for the Work.
- e. The Entity may furnish or obtain all legal, accounting, auditing, and insurance counseling services for itself as may be necessary for the Project.

SECTION 3. SCOPE OF WORK

SECTION 3.1 GENERAL

Vendor has overall responsibility for and shall furnish all materials, equipment, tools, and labor necessary and reasonably inferable to complete the Work, or any phase of the Work, in accordance with Entity's requirements and the terms of the Contract Documents, including the Drawings, Specifications, Addenda, details, and other documents prepared by Vendor and listed in the attached Exhibits, if applicable.

Vendor's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Entity nor shall Vendor be released from any liability by reason of such approval by Entity, it being understood that Entity at all times is ultimately relying upon Vendor's skill and knowledge in performing the services required hereunder.

SECTION 3.2 PROJECT CONTROL

Vendor shall supervise and direct the Work and shall be solely responsible for means, methods, techniques, sequences, and procedures for the Work. Vendor shall promptly correct any defective or non-conforming Work at Vendor's sole expense and without cost to Entity.

SECTION 3.3 SUBVENDORS

Vendor shall award and enter into all Subcontracts necessary and appropriate to provide all labor and materials for the scope of work.

- a. Vendor shall monitor the Work of the Subcontractors as required and coordinate such Work with a goal to attain Substantial Completion not later than the date for Substantial Completion and at a cost not to exceed the Contract Sum.
- b. Upon request, Vendor shall provide Entity with complete, unaltered copies of all Subcontracts, and all amendments thereto.

SECTION 3.4 HUB SUBCONTRACTING PLAN

Vendor shall comply with the requirements of the HUB Subcontracting Plan and shall not make any changes to the HUB Subcontracting Plan without Entity's written approval.

SECTION 3.5 KEY TASKS

- a. Provide services and purchase of equipment in accordance with delivery schedules and other prescribed timelines herein.
- b. Provide a warranty on all purchased equipment.
- c. Provide excellent customer service. Firm shall be responsive to requests and communicate on a regular basis with the Entity.
- d. Provide and maintain all original and copies of supporting documentation.
- e. Furnish progress reporting as determined or requested by the Entity.
- f. Support and assist the Entity during state/federal monitoring or auditing activities, including providing financial information, reports, and other requests that may be required.

SECTION 3.6 SCHEDULING

Vendor is solely responsible for delivery of the services/equipment in accordance with the Contract Documents on or

before the date specified in the Schedule.

SECTION 3.7 NON-CONFORMING WORK

Entity may reject any defective or non-conforming Work on the Project of which Entity becomes aware and Vendor shall promptly correct any such defect at Vendor's own cost without increasing the Contract Sum. Upon discovering that any portion of the Work does not conform with Entity's design concept and/or requirements, including the Design Guidelines and Standard Specifications, due to an error or omission in any Construction Document materials prepared or furnished by or on behalf of Vendor, Vendor shall promptly correct such condition at no additional cost to Entity. If Vendor refuses or fails to correct (or improperly corrects) any such condition within a reasonable time after notice, Entity may cause the condition to be corrected and offset the cost of such correction against any monies owed to Vendor; provided, however, if no monies are owed Vendor at the time the condition is discovered or at the time the condition is corrected by Entity, Vendor shall promptly reimburse the Entity for all expenses incurred to correct the condition. Vendor shall warranty all corrective Work, whether performed by or through Vendor or by a third party retained by Entity in accordance with the immediately preceding sentence due to Vendor's refusal or failure to correct properly any non-conforming Work.

SECTION 3.8 INDEMNIFICATION

Vendor covenants and agrees to indemnify, hold harmless and defend, at its own sole expense, the Entity and its officers, agents, servants, and employees from and against any and all claims or suits for property loss or damage and/or personal injury, including death, to any and all persons, of whatsoever kind or character, whether real or asserted, arising out of or in connection with the execution, performance, attempted performance, or nonperformance of the services under this Contract and/or the operations, activities, and services of the activities described herein; and Vendor hereby assumes all liability and responsibility of the entity and its officers, agents, servants, and employees for any and all claims or suits for property loss or damage and/or personal injury, including death, to any and all persons, of whatsoever kinds or character, whether real or asserted, arising out of or in connection with the execution, performance, attempted performance, or nonperformance of the services or this Contract and/or the operations, activities, and services described herein. Vendor likewise covenants and agrees to and does hereby indemnify and hold harmless entity from and against any and all injury, damage, or destruction of property of entity, arising out of or in connection with all acts or omissions of Vendor, its officers, members, agents, employees, contractors, subcontractors, invitees, licensees, and project participants. Vendor agrees to and shall release Entity, its agents, employees, officers, and legal representatives from all liability for injury, death, damage, or loss to persons or property sustained in connection with or incidental to performance of the services under this Contract.

Vendor shall require all of its contractors and subcontractors to include in its contracts and subcontracts a release and indemnity in favor of the Entity in substantially the same form as above. The indemnity and liability release provided for above shall not apply to any liability resulting from the sole negligence or fault of the Entity, its officers, agents, employees or separate Vendors, and in the event of joint and concurring negligence or fault of the Entity and Vendor, responsibility and indemnity, if any, shall be apportioned in accordance with the laws of the State of Texas, without waiving any governmental immunity available to the entity under Texas law and without waiving any defenses of the parties under Texas law.

The provisions of this section are solely for the benefit of the parties and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity. This section survives termination or expiration of this Contract.

SECTION 3.9 INSURANCE & BONDING

If applicable, Vendor shall provide Insurance and Bid, Performance, and Payment Bonds as prescribed by Entity in the Solicitation documentation and included here as **Exhibit D** and **Exhibit E**.

SECTION 4. REQUIRED PROVISIONS

The Vendor shall comply with the following items:

SECTION 4.1 TERMS AND CONDITIONS

The Vendor agrees to comply with the requirements of Section 503 of the American Rescue Plan Act (ARPA), regulations adopted by Treasury pursuant to Section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Vendor also specifically agrees to comply with the ARPA Terms & Conditions attached to this Contract in **Exhibit B**.

SECTION 4.2 DEBARMENT AND SUSPENSION

Vendor has provided proof of registration, active/good standing, and non-debarment status in the System for Award Management. Should this status change, the Vendor must notify the Entity immediately.

SECTION 4.3 ASSURANCES OF COMPLIANCE WITH TITLE VI

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

SECTION 4.4 LOBBYING CERTIFICATION & DISCLOSURE

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.

SECTION 4.5 ETHICS MATTERS

Vendor and its employees, agents, representatives, and subcontractors have read and understand the Entity's Conflict of Interest Policy, State of Texas Standards of Conduct and Conflict of Interest Provisions available at [Government Code Chapter 572: Personal Financial Disclosure, Standards of Conduct, and Conflict of Interest \(state.tx.us\)](https://www.state.tx.us/govcode/chapter572/section572.001.htm), and applicable state ethics laws and rules available. Neither Vendor nor its employees, agents, representatives, or subcontractors will assist or cause Entity employees to violate the Conflict of Interest policies, provisions described by State of Texas Standards of Conduct and Conflict of Interest Provisions, or applicable state ethics laws or rules.

SECTION 4.6 MAINTENANCE AND ACCESS TO RECORDS

The Vendor shall maintain records and financial documents sufficient to evidence in compliance with Section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

The Treasury Office of Inspector General, the Government Accountability Office and the Texas Office of the State Comptroller, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of the Vendor in order to conduct audits or other investigations and all records shall be made available upon request. Records shall be maintained by the Vendor for a period of five (5) years after all funds have been expended or returned to the Treasury, whichever is later.

SECTION 5. MISCELLANEOUS PROVISIONS

SECTION 5.1 GENERAL

- a. In any case one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- b. If any action at law or in equity is necessary to enforce or interpret the terms of this Contract, the prevailing party

shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

- c. This Contract may be amended by mutual agreement of the parties hereto and a writing to be attached to be incorporated into this Contract.
- d. Licenses, Permits, Taxes, Fees, Laws, and Regulations
 - i. Vendor warrants that it will obtain, maintain in effect, and pay the cost for all licenses, permits, or certifications that may be necessary for Vendor's performance of this Contract.
 - ii. Vendor will be responsible for the payment of all taxes, excises, fees, payroll deductions, employee benefits (if any), fines, penalties or other payments required by federal, state, or local law or regulation in connection with Vendor's performance of this Contract.
 - iii. Vendor will comply with and will be responsible for requiring its officers and employees to comply with all applicable federal, state, and local laws and regulations, and the rules and regulations of the Entity.

SECTION 5.2 CAPACITY TO PERFORM

By execution of this Contract, Vendor is certifying that they have the capacity to perform and complete the Scope of Work as provided.

SECTION 5.3 LIMITATION OF LIABILITY

Except for the obligation of Entity to pay Vendor certain fees, costs, and expenses to the extent expressly set forth in this Contract, the Entity shall have no liability to Vendor or to anyone claiming through or under Vendor by reason of the execution or performance of this Contract. Notwithstanding any obligation or liability of Entity to Vendor, no present or future partner or affiliate of the Entity or any agent, officer, director, or employee of the Entity or anyone claiming under the Entity, has or shall have any personal liability to Vendor or to anyone claiming through or under Vendor by reason of the execution or performance of this Contract.

SECTION 5.4 ASSIGNMENT

This Contract is a personal service contract for the services of Vendor, and neither Vendor's interest in this Contract (including, but not limited to Vendor's fees due hereunder), nor Vendor's duties hereunder may be assigned or delegated to a third party except as specifically set forth in this Contract.

SECTION 5.5 GOVERNING LAW AND VENUE

The Vendor 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.

Additionally, all applicable local government codes for the State of Texas also apply to this Contract. All equipment, supplies, and work furnished under this Contract shall comply with applicable laws, ordinances, and regulations. Vendor shall obtain and pay for such permits and inspections as are required for the legal performance of this work, unless otherwise specified. Vendor shall comply with all federal and state laws and Entity's Ordinances and Codes applicable to the Vendor's operation under this Contract. These Specifications and the Contract resulting here from shall be fully governed by the laws of the State of Texas and shall be fully performable in City of La Marque (Entity Name), Texas, where venue for any proceeding arising hereunder will lie.

This Contract will be governed by the laws of the State of Texas without reference to its conflicts of law provisions. Venue for any suits arising from this Contract will be in a court of competent jurisdiction in Galveston County, Texas.

SECTION 5.6 WAIVERS

No delay or omission by either Party in exercising any right or power accruing upon the non-compliance or failure of performance by the other Party of any provision of this Contract or the Contract Documents will impair any such right or power or be construed to be a waiver thereof. A waiver by either Party of any of the covenants, conditions, or agreements of this Contract or any of the Contract Documents to be performed by the other party will not be construed to be a waiver of any subsequent breach of this Contract or the Contract Documents or of any other covenant, condition or agreement contained in this Contract or the Contract Documents.

SECTION 5.7 SEVERABILITY

If any provision of this Contract is for any reason be held invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision of this Contract and this Contract will be construed as if such invalid or unenforceable provision had not been included herein.

SECTION 5.8 NEW LAWS

Parties agree that if there is a change in any laws, rules, or regulations affecting the performance related to this Contract and enacted after the Effective Date of this Contract, the Parties will enter into good faith negotiations to renegotiate the affected terms of this Contract.

BY: _____
(Entity Official)

(Printed Name)

(Title)

(Date)

BY: _____
(Vendor’s Authorized Representative)

(Printed Name)

(Title)

(Date)

SECTION 6. EXHIBITS

THE FOLLOWING DOCUMENTS MUST BE COMPLETED AND ATTACHED TO THE CONTRACT:

Exhibit A1	Scope of Work
Exhibit A2	Payment & Pricing Schedule
Exhibit A3	Request for Payment
Exhibit B	ARPA Required Provisions (ARPA Terms & Conditions)
Exhibit C	Other Relevant Information
Exhibit D	Insurance Certificate (if applicable)
Exhibit E	Bid, Performance, and Payment Bonds (if applicable)
Exhibit F	Eligibility Verification (SAM.gov)
Exhibit G	Certificate of Interested Parties (Form 1295)

Exhibit A1 – Scope of Work

To be populated with solicitation Scope of Work

Exhibit A2 – Payment & Pricing Schedule

The terms for payment for the contract are as follows:

Payment Schedule:

Payment will be made within 30 days of a Request for Payment and only after delivery of all services and/or purchases and acceptance by the Entity.

Pricing Schedule:

Prices for all goods and/or services shall be all inclusive.

Entity is an agency of the State of Texas and materials and services utilized in the provision of services or purchases may be exempt from state and local taxes. Vendor is responsible for taking full advantage of all tax exemptions applicable to the Project. Entity will deduct from the Requests for Payment and from the Request for Final Payment any taxes paid for materials or services that were entitled to tax exemption.

Lump Sum Price: Vendor shall provide pricing in the table below to complete the scope of services contained in **Exhibit A1**, Scope of Work, in accordance with the specifications contained in this document. Costs include all applicable services (i.e. labor, materials, profit, bonding, insurance, permitting, general conditions, and other costs) to provide a turnkey product.

An example is provided below:

SCOPE OF WORK	PRICE
	\$
	\$
	\$
	\$
TOTAL LUMP SUM PRICE (TOTAL OF ABOVE LINE ITEMS)	\$

Exhibit A3 – Request for Payment

Project Name:			
Vendor Name:			
Date of Request:			
Contact Name:			
Contact Phone:		Contact Email:	

Item for Payment	Description	Unit Cost or Percent Complete	# of Units	Total Amount
TOTAL				

X	Attachments

Submitted By	
Name and Title	
Signature	

CERTIFICATION: I certify that this Request for Payment contains costs associated with the provision of services in accordance with the terms of the contract. I also certify that all required documentary evidence has been submitted along with the Request for Payment as instructed, including any documentation associated with requirement to pay prevailing wages.

By signing this Request for Payment, I certify to the best of my knowledge and belief that information provided in this Request is true, complete, and accurate. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

WARNING: Section 1001 of Title 18 U.S. code makes it a criminal offense to make willful, false statements or misrepresentation of any material fact involving the use of or obtain federal funds.

Exhibit B – ARPA Required Provisions

2 CFR 200.327 Contract provisions. The Non-Federal entity's contracts should contain applicable provisions described in Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. The Non-Federal entity's contracts must contain the provisions described in Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, as applicable.

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	2 CFR 200 Appendix II (A-L)		
>\$250,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908 , must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.	2 CFR 200 APPENDIX II (A)	Contractor RFP/IFB Contractor RFQ Subrecipients
>\$10,000	All contracts in excess of \$10,000 must address termination for cause and for convenience by the Non-Federal entity including the manner by which it will be affected and the basis for settlement.	2 CFR 200 APPENDIX II (B)	Contractor RFP/IFB Contractor RFQ Subrecipients
None	Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." 41 CFR 60-1.4 Equal opportunity clause. (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: 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: During the performance of this contract, the contractor agrees as follows: (9) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.	2 CFR 200 APPENDIX II (C) and 41 CFR §60-1.4(b)	Contractor RFP/IFB Contractor RFQ Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	(10) 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. (11) 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. (12) 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. (13) 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. (14) 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. (15) 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. (16) 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: 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. The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The [recipient] agrees that it will assist and cooperate actively with the administering		

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	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. 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.		
>\$10,000,000 for ARPA but State Provision Applies at any amount and/or >\$2,000 for CDBG/Braided Funds Projects See TX Prevailing Wage Laws	Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$10,000,00 awarded by Non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The Non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The Non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Non-Federal entity must report all suspected or reported violations to the Federal awarding agency.	2 CFR 200 APPENDIX II (D)	Contractor RFP/IFB Subrecipients
>\$100,000	Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the Non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These	2 CFR 200 APPENDIX II (E)	Contractor RFP/IFB Subrecipients

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	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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	See 2 CFR §200.323 - Procurement of Recovered Materials. 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. 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. ii. 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— 1. Competitively within a timeframe providing for compliance with the contract performance schedule; 2. Meeting contract performance requirements; or 3. At a reasonable price. iv. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program. v. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the "Solid Waste Disposal Act."	2 CFR 200 APPENDIX II (J)	Contractor RFP/IFB Contractor RFQ Subrecipients
	See 2 CFR §200.216 - Prohibition on certain telecommunications and video surveillance services or equipment (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (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). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or	2 CFR 200 APPENDIX II (K)	Contractor RFP/IFB Contractor RFQ Subrecipients

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	controlled by, or otherwise connected to, the government of a covered foreign country. (b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. (c) See Public Law 115-232, section 889 for additional information. (d) See also § 200.471.		
	See 2 CFR §200.322 - Domestic Preferences for Procurements. (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. (b) For purposes of this section: (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. (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.	2 CFR 200 APPENDIX II (L)	Contractor RFP/IFB Contractor RFQ Subrecipients
	Additional 2 CFR 200 references & Other Regulations		
None	The Federal awarding agency must establish conflict of interest policies for Federal awards. The Non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.	2 CFR 200.112	Contractor RFP/IFB Contractor RFQ Subrecipients
None	Contracting with HUB, small and minority businesses, women’s business enterprises, and labor surplus area firms. (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. (b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women’s business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;	2 CFR 200.321	Contractor RFP/IFB Contractor RFQ Subrecipients

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	(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.		
>\$10,000	An NFE (Non-Federal Entity) that is a state agency or an agency of a political subdivision of a state, and the NFE's contractors must comply with Section 6002 of the Solid Waste Disposal Act. Applicable NFEs must include a contract provision requiring compliance with this requirement. This includes contracts awarded by a state agency or political subdivision of a state and its contractors for certain items, as designated by the EPA, with a purchase price greater than \$10,000. Indian Tribal Governments and nonprofit organizations are not required to comply with this provision. Additional requirements are listed below.	2 CFR 200.323	Contractor RFP/IFB Contractor RFQ Subrecipients
None	Financial records, supporting documents, statistical records, and all other Non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon Non-Federal entities. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations. The only exceptions are the following: (a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations. (b) When the Non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period. (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition. All records related to ARPA shall be maintained for 5 years per the ARPA terms and conditions and regulations. (d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the Non-Federal entity All records related to ARPA shall be maintained for 5 years per the ARPA terms and conditions and regulations. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations. (e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the Non-Federal entity's fiscal year in which the program income is earned. (f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such	2 CFR 200.334	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors

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	as computer usage chargeback rates or composite fringe benefit rates). (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. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations. (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. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations.		
None	The Federal awarding agency and the Non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the Non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not 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.	2 CFR 200.336	Contractor RFP/IFB Contractor RFQ Subrecipients
None	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.	Texas Government Code 2252.152	Contractor RFP/IFB Contractor RFQ Subrecipients
>\$100,000	PROVISION REQUIRED IN CONTRACT. (a) This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.	Texas Government Code 2271	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
For Critical Infrastructure Projects	PROHIBITION ON CONTRACTS WITH CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE. PROHIBITED CONTRACTS. (a) A governmental entity may not enter into a contract or other agreement relating to critical infrastructure in this state with a company:	Texas Government Code, Title 10, Subtitle F, Chapter 2274.0102	Subrecipients EC 6.1 Awardees

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	(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 (2) if the governmental entity knows that the company is: (A) owned by or the majority of stock or other ownership interest of the company is held or controlled by: (i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; or (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 (B) headquartered in China, Iran, North Korea, Russia, or a designated country. (b) The prohibition described by Subsection (a) applies regardless of whether: (1) the company's or its parent company's securities are publicly traded; or (2) the company or its parent company is listed on a public stock exchange as: (A) a Chinese, Iranian, North Korean, or Russian company; or (B) a company of a designated country.		
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
ARPA Terms & Conditions			
ARPA Terms, Conditions, & Records	1. Use of Funds. a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing. 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.	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; Section 602(b),	Subrecipients

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		603(b) and/or 603(c) as applicable	
ARPA Terms, Conditions, & Records	4. Maintenance of and Access to Records 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. 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. 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.	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	5. Pre-award Costs. Pre-award costs, as defined in 2 CFR § 200.458, may not be paid with funding from this award.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.	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	7. Cost Sharing. Cost sharing or matching funds are not required to be provided by 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	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.	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	9. Compliance with Applicable Law and Regulations. 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. b. Federal regulations applicable to this award include, without limitation, the following: 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 Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award. ii. Universal Identifier and System for Award Management (SAM), 2 CFR Part 25,	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
	pursuant to which the award term set forth in Appendix A to 2 CFR Part 25 is hereby incorporated by reference. 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. 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. 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. vi. Governmentwide Requirements for Drug-Free Workplace, 31 CFR Part 20. (Subrecipient Only) vii. New Restrictions on Lobbying, 31 CFR Part 21. viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations. ix. Generally applicable federal environmental laws and regulations. c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following: i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 CFR Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance; ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability; iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance; iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and 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.		
ARPA Terms, Conditions, & Records	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.	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	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.	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, &	12. False Statements. Recipient understands that making false statements or claims in	Section 9901 of the American Rescue	Contractor RFP/IFB Contractor RFQ

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
Records	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.	Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	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. c. 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. d. 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; v. An authorized official of the Department of Justice or other law enforcement agency; vi. A court or grand jury; or	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
	vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct. 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.		
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 C – Other Related Information

To be inserted

Exhibit D – Insurance Certificate

To be inserted

Exhibit E – Bid, Performance, and Payment Bonds

To be inserted

Exhibit F – Eligibility Verification (SAM.gov)

Vendor to provide a dated printout of their active status without exclusions from SAM.gov website

Exhibit G – Certificate of Interested Parties (Form 1295)

Form 1295 (Certificate of Interested Parties) must be completed on the Texas Ethics Commission's website as part of this project prior to contract execution. Form 1295 can be accessed here: <https://www.ethics.state.tx.us/filinginfo/1295/> and must be returned with the certification number assigned after completion

CITY OF LA MARQUE

1111 BAYOU ROAD, LA MARQUE, TEXAS 77568

INVITATION FOR BIDS (IFB) COMPETITIVE PROCUREMENT FOR GENERAL SERVICES, SUPPLIES, AND/OR EQUIPMENT

This IFB is being supported

by federal award number RCP-056096

allocated to the

CITY OF LA MARQUE

under the

American Rescue Plan Act (ARPA)

Coronavirus State and Local Fiscal Recovery Funds (SLFRF)

by the U.S. Department of the Treasury



Prepared By: Police Department

Procurement reference number 2475

American Rescue Plan Act (ARPA) Invitation for Bids (IFB)

October 1, 2024

Re: Invitation for Bids (IFB) for In-Car Cameras for Police Units funded with Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Allocated Under the American Rescue Plan Act (ARPA)

Dear Vendor:

The City of La Marque, hereinafter called "Entity", has received an allocation of American Rescue Plan Act (ARPA) funds, and is issuing an Invitation for Bids (IFB) for a general purchases and supplies contract. The item(s) are being solicited to assist the Entity in completing and implementing programs and/or projects funded with its allocation of ARPA funds.

The Sole Point of Contact for this solicitation may provide information regarding this IFB. Refer to the **Schedule of Events and Selection Summary** in Section 1 of this document for response details.

Respondent is responsible for ensuring that their IFB response is received in a timely manner and that it contains all elements of the IFB, including all required forms and any addendums issued. Respondent should complete the Solicitation Response Cover Sheet/Acknowledgement of Addenda/Submission Checklist contained in Attachment A and all other requirements identified in the IFB. IFB responses received after the deadline will not be opened and therefore not evaluated or considered for award, regardless of whether or not the delay was outside the control of the submitting provider. City of La Marque reserves the right to negotiate with providers submitting timely responses in accordance with state and federal procurement requirements, to reject any and all bids, and to select multiple respondents if it deems it's in the best interest of the Entity and/or desires to do so.

The Entity is an Affirmative Action/Equal Opportunity Employer. Minority Business Enterprises, Small Business Enterprises, Women Business Enterprises, and Labor Surplus Area firms are encouraged to submit bids.

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INVITATION FOR BID – GENERAL INFORMATION

SECTION 1 – SCHEDULE OF EVENTS AND SELECTION SUMMARY

1.1 SCHEDULE OF EVENTS – ALL DATES ARE TENTATIVE

- 1.1.1 The Entity reserves the right to change dates at any time. At the sole discretion of the Entity, events listed in Section 1 are subject to scheduling changes and cancellation. The Entity will make public any changes to the stated schedule.
- 1.1.2 All requests, questions, or other communication about this solicitation shall be made in writing and addressed to the Entity's Sole Point of Contact listed in Section 1. Only the Sole Point of Contact may be contacted regarding required elements for this IFB.
- 1.1.3 Respondent must review all documents and information in the *Exhibits* section and complete the required documents in the *Attachments* section and return with the signed bid sheet to the Entity's Sole Point of Contact.

SCHEDULE OF EVENTS + RESPONSE REQUIREMENTS

SCHEDULE OF EVENTS	
RFP NOTICE DATE:	October 1, 2024
VENDOR QUESTIONS DUE:	October 15, 2024, 5:00 PM CST
QUESTIONS ANSWERED BY:	October 22, 2024, 5:00 PM CST
PRE-PROPOSAL CONFERENCE: The Entity shall reject responses submitted by firms that do not attend the mandatory pre-proposal conference.	October 10, 2024 http://cityoflamarque.org/bidszoom
SITE VISIT: The Entity shall reject responses submitted by firms that do not attend the mandatory site visit.	If needed, will be scheduled.
PROPOSAL DUE DATE:	October 31, 2024, 10:00 AM CST
ESTIMATED AWARD DATE:	November 18, 2024, 6:00 PM CST
RESPONSE REQUIREMENTS	
QUESTIONS & ANSWERS ONLY – SOLE POINT OF CONTACT	

The Entity will allow written questions and requests for clarification of this solicitation. Questions must be submitted by email to the Sole Point of Contact listed below. Respondents' names will be removed from questions in any responses released.	
SOLE POINT OF CONTACT NAME:	City Clerk
ADDRESS:	1111 Bayou Road La Marque, TX 77568
EMAIL:	bids@cityoflamarque.org
PHONE:	409-938-9259
DELIVERY OF RESPONSE PROPOSAL – POINT OF CONTACT	
For digital delivery , the Subject Line should include Respondent's Name, RFP number, and time/due date of RFP and completed response and all attachments uploaded to the following point of contact:	
NAME:	-
TITLE:	City Clerk
DELIVERY POINT:	Bidsubmit.cityoflamarque.org
If mailed or hand-delivered , sealed proposals (an original and 3 copies) should be submitted on the original forms provided. Each response must be sealed and should be placed in a properly identified envelope with Respondent's Name, RFP number, and time/due date of RFP.	
For mail or hand-delivery , deliver response and all attachments to:	
NAME:	-
TITLE:	City Clerk
ADDRESS:	1111 Bayou Road LaMarque, TX 77568

1.2 SELECTION OF RESPONDENT(S)

1.2.1 The Entity intends to select Respondent(s) that best meet the needs of the Entity and that provide the best overall value. The Entity reserves the right to award multiple contracts from the finalist pool of successful Respondent(s). Respondents will be rated and ranked according to the evaluation criteria set forth below.

1.2.2 The Entity reserves the right to check references on any projects performed by the Respondent, whether provided by the Respondent or known by the Entity.

1.2.3 The Entity is not required to accept the lowest cost proposal.

1.2.4 See SECTION 4 – EVALUATION CRITERIA, for additional information on how Respondents will be evaluated and selected.

SECTION 2 – INTRODUCTION AND GENERAL CONDITIONS

2.1 GENERAL DESCRIPTION OF THE SCOPE OF WORK (SOW) – SEE SECTION 3 AND EXHIBIT A FOR SOW DETAILS

The Entity has received an allocation of American Rescue Plan Act (ARPA) funds and is issuing an Invitation for Bids (IFB) for a general purchases and supplies contract. The item(s) are being solicited to assist the Entity in completing and implementing programs and/or projects funded with its allocation of ARPA funds.

This solicitation includes purchase of:

- 2.1.1 **General Description:** In car camera system capable of recording and storing videos from every police contact. The camera system must be able to activate as the lights are activated on the patrol unit.
- 2.1.2 The scope of work includes all labor, materials, goods and/or services necessary to provide the purchased items, including any installation specified in **Exhibit A**. The respondent shall submit a written copy of all warranty information prior to final acceptance by Entity.
- 2.1.3 **REFERENCED BRAND EXAMPLE:** Catalogs, brand names or manufacturer's references are descriptive only and indicate type and quality desired. Proposals on brands of like nature and quality will be considered. If proposing other than the referenced brands/model number, Respondent must show manufacturer, brand or trade name, product number and provide complete descriptive information of product offered and include with response. Failure to take exception to specifications or reference data will require Respondent to furnish specified brand names, numbers, etc.

2.2 CONSIDERATION OF AWARD

To be considered for award, Respondents must adhere to the requirements, when applicable to Vendors, as set forth in **Exhibit B**, the ARPA Required Provisions, and provide all other required information and documentation as set forth in this solicitation.

2.3 CONTRACT AWARD

The Entity may award a Firm Fixed Price Contract. A Respondent's proposal must be responsive to this solicitation and include all required documents as instructed in the solicitation and listed in the *Solicitation Response Cover Sheet/Acknowledgement of Addenda/Submission Checklist (Attachment A)*.

2.4 TERM OF PURCHASE CONTRACT

The Contract or Purchase Order shall be effective upon date of execution (signed by the Entity designee), shall contain terms and conditions for the purchase, including delivery date and delivery location, and shall expire upon delivery and final acceptance by the Entity. A sample contract is available for review at **Appendix I**.

2.5 BID ACCEPTANCE

- 2.5.1 Proposals must be received, time stamped or otherwise acknowledged before the specified hour and date. Late submittals WILL NOT be considered under any circumstances. The Entity will not be held

responsible for any solicitation response that is mishandled prior to receipt by the Entity. The Entity will not be responsible for any technical issues that result in late delivery, inappropriately identified documents, or other submission error that may lead to disqualification (including substantive or administrative) or nonreceipt of the respondent's response.

- 2.5.2 The Entity reserves the right to accept or reject any and all proposals, to accept any proposal deemed advantageous and to waive irregularity in the proposals. By submitting a response, the Respondent acknowledges and will adhere to all specifications as stated within this procurement packet.
- 2.5.3 Bids CANNOT be altered or amended after the due date. Any alterations made before the due time must be initialed by Respondent or authorized agent. No response may be withdrawn after due date without approval and based on a written acceptable reason.
- 2.5.4 The Entity reserves the right to revise or amend the specifications prior to the due date. Such revisions or amendments, if any, will be announced by amendments or addendums to these specifications. Copies of such amendments or addendums so issued will be posted to the Entity's bidding websites. If Respondent demonstrates just reason for a change, the Entity must have at least five (5) working days' notice prior to submission due date.
- 2.5.5 In the event that Respondent finds discrepancies in or omissions from the specifications or other documents or be in doubt as to their meaning, Respondent should at once notify the Entity Sole Point of Contact and obtain clarification prior to submitting a response.
- 2.5.6 All Respondents must meet or exceed the minimum specifications to be considered a valid response. The Entity reserves the right to accept or reject all or any part of any response, waive minor technicalities and award the contract either to the lowest responsible Respondent or to the Respondent who provides goods or services at the best value for the Entity.
- 2.5.7 The Respondent agrees to protect the Entity from claims involving infringement of patents or copyrights.

PROPRIETARY OR CONFIDENTIAL INFORMATION; TEXAS PUBLIC INFORMATION ACT: Any proprietary, trade secret, or otherwise confidential information Respondent includes in its Proposal must be clearly labeled as proprietary or confidential information, and Respondent must identify the specific exception to disclosure in the Public Information Act (PIA). Merely making a blanket claim that the entire Proposal is protected from disclosure because it contains some proprietary information is not acceptable and shall make the entire Proposal subject to release under the PIA. Any information which is not clearly identified as proprietary or confidential shall be deemed to be subject to disclosure pursuant to the PIA.

Information, documentation, and other material in connection with this Response or any resulting Contract may be subject to public disclosure under the Texas PIA, Chapter 552 of the Texas Gov't Code.

- 2.5.8 There is no guarantee a contract will be awarded. The Entity reserves the right to cancel this IFB at any time.
- 2.5.9 All proposals become public documents and are subject to public review (upon request and as allowed by law). The submission of an IFB response will constitute representation by the Respondent that it understands and has complied with the requirements of the IFB. Submission of a response indicates the IFB information provided was sufficient in scope and detail to convey understanding of anticipated terms and conditions for performance of the work.

2.5.10 IFB Respondents assume all costs of preparation of the proposal. IFB responses become the property of the Entity.

2.6 PROHIBITED COMMUNICATION

On issuance of this solicitation, except for the written inquiries described in Section 2.6 above, the Entity, its representative(s), or partners will not answer any questions or otherwise discuss the contents of this solicitation with any potential respondent. This restriction does not preclude discussions between affected parties for the purposes of conducting business unrelated to this solicitation. Failure to comply with these requirements may result in disqualification of respondent's solicitation response.

2.7 TERMINATION CONDITIONS

See Contract at **Appendix I** for Termination Conditions.

2.7.1 FAILURE TO ENTER INTO A CONTRACT

Should the Selected Respondent ("Vendor"), to whom the contract is awarded, fail to enter into a contract within twenty-one (21) business days, the Entity may then, at its option, retain the Vendor's bid deposit/bond (if required) and accept the bid of the next lowest responsible bidder.

SECTION 3 – SCOPE OF WORK/TECHNICAL SPECIFICATIONS

3.1 MINIMUM REQUIREMENTS

- 3.1.1 The selected Vendor shall have no convictions or civil judgments preceding nor thereafter this solicitation rendered against Respondent for 1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; 2) violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- 3.1.2 The selected Vendor shall not ever have been indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated above.
- 3.1.3 Where applicable, Vendor's staff must meet and maintain current certifications and or licensure requirements as mandated by state law or the appropriate licensing authority.
- 3.1.4 Vendor must not be debarred at the time of response submission, and prior to award of a contract, the System for Award Management (SAM.gov) and the Texas Comptroller's website will be checked to ensure Vendor is not debarred. If the Vendor is debarred, the Vendor's proposal will not be evaluated.

3.2 SCOPE OF SERVICES Construct

- 3.2.1 **The required products or services shall be provided in accordance with attached Exhibits:**
 - **Exhibit A:** Project Scope of Work
 - **Exhibit B:** ARPA Required Provisions
 - **Exhibit C:** Other Relevant Information

3.2.2 **Work Orders**

During the term of any contract awarded, the Entity may request the Vendor to perform certain tasks as described in the scope, subject to a specific work order authorization. All work authorizations shall be in writing, signed by all parties, and shall include a scope of services, a list of tasks to be performed, a time schedule, a list of deliverables and such other information or special conditions as may be necessary for the work requested.

3.2.3 **Condition of Product:** New Equipment ONLY; NO re-manufactured or “gray market” items. All items must be covered by the manufacturer’s warranty. The unit(s) shall be made ready for continuous operation upon delivery. Respondent is cautioned that any unit delivered to the FOB point that does not meet specifications in every aspect will not be accepted.

3.2.4 **All Parts:** All parts not specifically mentioned which are necessary for the unit to be complete and ready for operation or which are normally furnished as standard equipment shall be furnished by the vendor. All parts shall conform in strength, quality, and workmanship to the accepted standards of the industry.

3.2.5 **Manuals:** Manuals containing illustrated parts list and operating and service instructions for the units shall be delivered with units. Manuals shall outline all necessary service and operating instructions for the units delivered and provide necessary warning and safety precautions.

3.2.6 **Warranty Requirements:** The units shall be warranted against defects in material and workmanship for a standard manufacturer’s warranty and shall cover 100% parts and labor for the units. Vendor shall furnish warranty and a list of warrantied repair companies to the Entity at time of delivery. The warranty begins on the date the units are determined to meet specifications and accepted by the Entity.

3.3 **DELIVERY AND ACCEPTANCE**

3.3.1 **Freight Charges:** Shipping shall be FOB destination; therefore, unit prices must include all shipping, handling, fuel surcharges, and delivery fees.

3.3.2 **Delivery Schedule:** Recommended delivery not to exceed ninety (90) calendar days from date of award; delivery terms may be a factor in determining award. Respondent must contact the Entity point of contact to schedule delivery date and time. Respondent shall provide a minimum forty-eight (48) hours’ notice prior to delivery.

3.4 **DELIVERY CONTACT(S):** Respondent shall contact the Entity for delivery a minimum of one (1) week in advance to coordinate delivery.

Delivery Contact Name:	City Clerk
Phone:	409-938-9259
Email:	bids@cityoflamarque.org

3.5 **REGISTRATION AND TITLING (when applicable):** Permanent registration and titling will be performed by the Entity. **DO NOT REGISTER ITEM.** Respondent shall supply, as applicable, dealer’s tag for item for sixty (60) days from date of delivery. The original Certificate of Origin (COO) or Manufacturer’s

Statement of Origin (MSO) as well as the most current version of TXDMV Form 130U or Application for Texas Title with signature shall be submitted with an invoice to the Entity.

3.6 DELIVERY DELAYS: If delay is foreseen, Respondent shall give written notice to the Entity and must keep the Entity advised of status of order at all times. Default in promised Delivery Days After Receipt of Order (ARO) without accepted reasons or failure to meet specifications authorizes the Entity to cancel contract/Purchase Order.

3.7 COMPLIANT PRODUCTS: Delivery does not occur until the Respondent delivers products, materials, or services in full compliance with the specifications to Entity's FOB destination, unless delivery is specifically accepted, in whole or in part, by the Entity. Providing products, materials, or services which do not meet all specification requirements does not constitute delivery. Entity reserves the right to require new delivery or a refund in the event that materials or products not meeting specifications are discovered after payment has been made. **NO SUBSTITUTIONS PERMITTED WITHOUT WRITTEN APPROVAL OF THE ENTITY.**

3.8 ACCEPTANCE: All equipment ordered will be subject to acceptance inspection and performance testing upon receipt. Acceptance inspection and performance testing will not take more than five (5) working days, weather permitting. Respondent will be notified within this time frame of any units not delivered in full compliance with the purchase order specifications. In the event the goods tested fail to meet or exceed all conditions and requirements of the solicitation and Contract, the goods will be rejected in whole or in part, at the State's Entity's option, and returned to the Vendor or held for disposition at the Vendor's expense. Latent defects may result in cancellation of the Contract at no expense to the Entity.

3.9 RECORD KEEPING

3.9.1 Respondents shall provide, enter, or upload all documentation, communications, and records including all permits, certifications, warranties, and approvals regarding all provided services/products as instructed by the Entity.

3.9.2 Respondents shall maintain records of all events that affect, or may be expected to affect the quality, scope, or progress of the services. All records shall be retained for a period of **five (5) years** following the closeout of the Entity's federal grant.

3.9.3 Insurance

3.9.3.1 If applicable, an original, certified copy of an Insurance Certificate listing the Entity as additional insured, must be submitted with the Respondent's submittal (**see Attachment E for requirements**). The successful Respondent will be required to maintain at all times during performance of the Contract, the insurance detailed below.

3.9.3.2 Workers' Compensation Insurance

3.9.3.3 Employers' Liability Insurance

3.9.3.4 Comprehensive General Liability Insurance

3.9.3.5 Excess Liability Insurance, Comprehensive General Liability Insurance, Comprehensive Automobile Liability Insurance

3.10 TERMS AND CONDITIONS

- 3.10.1 **Indemnity Clause** – The Respondent agrees to indemnify and save harmless the Entity and its officers, agents, and employees from any and all claims, causes or action, and damages of every kind, for injury to or death of any person and damages, to property arising out of or in connection with the work done by Respondent under this contract, and including acts or omissions of the Entity or its officers, agents, or employees in connection with said contract.
- 3.10.2 **Equal Opportunity Employer** – The successful Respondent shall warrant and agree that he/she is an Equal Opportunity Employer. Should complaints of any form of discrimination, either in dispensation of the service, or within company hiring policies be substantiated, this contract may be terminated immediately.
- 3.10.3 **Assignment** – The successful Respondent may not assign, sell, or otherwise transfer this contract without prior written consent of the Entity.
- 3.10.4 **Compliance with Laws** – The Respondent 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.
- 3.10.4.1 Additionally, all applicable local government codes for the State of Texas also apply to this contract. All equipment, supplies and work furnished under this contract shall comply with applicable laws, ordinances, and regulations. Respondent shall obtain and pay for such permits and inspections as are required for the legal performance of this work, unless otherwise specified. Respondent shall comply with all federal and state laws and Entity's ordinances and codes applicable to the Respondent's operation under this contract. These specifications and the contract resulting here shall be fully governed by the laws of the State of Texas and shall be fully performable in Galveston County, Texas, where venue for any proceeding arising hereunder will lie.
- 3.10.5 **Silence of Specifications** – The apparent silence of specifications as to any detail, or the apparent omission from it or a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality shall be used. All interpretations of specifications shall be made on the basis of this statement. The Respondent should request clarification from the Entity as specified in this document.

SECTION 4 – EVALUATION CRITERIA

4.1 RESPONSIVENESS OF QUALIFICATIONS SUBMISSION:

Pass/Fail

Qualifications submission shall be responsive to all material requirements that shall enable the evaluation committee to evaluate responses in accordance with the evaluation criteria to make a recommendation to Officials of the Entity.

4.2 FINANCIAL STABILITY OF RESPONDENT:

Pass/Fail

Financial stability of the Respondent to successfully undertake the project and the ability to ensure performance over the duration of the contract.

4.3 TECHNICAL REQUIREMENTS:

100 Points Total

Extent to which the provided service or products meets the needs of the Entity, including, but not limited to, the criteria in the evaluation matrix and in the submission requirements section and as expressed in this document.

4.4 EVALUATION CRITERIA AND RATING SHEET:

Solicitation responses shall be evaluated in accordance with Part 200 of the Uniform Administrative Requirements, Cost Principles, Audit Requirement, and Chapter 2269 of the Texas Government Code. The Entity will make the selection on the basis of demonstrated competence and qualifications; and to a Respondent that provides a fair and reasonable price.

The Entity evaluates the responses, prepares a Bid Tabulation sheet, determines the award on the basis of fair and reasonable pricing considered to be the Best Value to the Entity.

Only responses submitted in compliance with the **Schedule of Events + Response Requirements** section and meeting qualifications will be considered. Failure to submit the required information may be cause for rejection of the bid response. The Entity reserves the right to waive informalities and minor irregularities in bids received.

Initial Compliance Screening

The Entity will perform an initial screening of all solicitation responses received. Unsigned solicitation responses, and solicitation responses that do not meet the minimum qualifications above and/or do not include all required forms and information may be subject to rejection without further evaluation.

Additional Evaluation Criteria

All solicitations will be evaluated based on Responsiveness and Price. Responsiveness means adhering to the Terms and Conditions and specifications of the supplies requested. If Respondent(s) who has the lowest price is deemed to be non-responsive, Entity will disqualify the offer and evaluate the response of the next lowest priced responsive Respondent.

Evaluation Process: The Entity's Evaluator(s) completes a Rating Sheet using the criteria described below. The bid submitted must be a firm-fixed price.

Rating Sheet

EVALUATION CRITERIA	SCORE
Responsiveness of Proposal	Pass/Fail
Financial Stability	Pass/Fail
Understanding of Work; Experience and Qualifications	20
Capacity to Perform, Delivery/Service Schedule, and References	20
Pricing	60

TOTAL SCORE	100
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SECTION 5 – RESPONSE SUBMISSION REQUIREMENTS

This section details the requirements for submitting all required information. Respondents are advised to see Schedule of Events + Response Requirements on Page 4 of this document, and to carefully review all the requirements and submit all documents and information as indicated in this IFB. Additional information may be requested for clarification. Incomplete responses may lead to a submission being deemed nonresponsive and will not be considered.

To ensure some degree of uniformity in the submission, please follow the outline listed below.

5.1 STATEMENT OF INTEREST

The statement of interest should be limited to a maximum of two (2) pages and must include a brief introduction of the company, a statement of the Respondent's understanding of the work to be performed and that the company meets and will comply with the requirements set forth in this document.

5.2 EXPERIENCE AND RELEVANT QUALIFICATIONS

Respondent shall demonstrate related professional qualifications, experience, and knowledge similar to this scope of work. Response should include information similar in scope and size to the scope of work in this IFB. Limit to four (4) pages. Minimum submission shall address the following:

5.2.1 Experience – Respondents shall provide a concise narrative description of their firm's experience in services similar in size and scope to the requested scope of services. Describe any work performed in or for the Entity. Respondents shall provide descriptions of at least three (3) projects of similar size and scope to this Program. Projects should include project location, duration and project description and scope of work the Respondent performed.

5.2.2 Relevant Qualifications – Respondents must provide a brief summary to include total number and types of employees, skills, knowledge and abilities, company background history, and number of years in providing similar services as outlined in this document.

5.3 CAPACITY TO PERFORM

Respondent should state its firm commitment to provide goods or services within the prescribed delivery date and time.

5.3.1 Work Capacity: Respondent shall provide information to demonstrate capacity to perform requested work. Respondents shall provide a detailed typical schedule to show sequence of key work activities and the number of days to complete each task.

5.3.4 If applicable, **Bonding Capacity:** Respondent(s) shall provide proof of bonding capacity in a statement addressed to the Entity from a certified bonding company authorized to do business in the State of Texas. The letter must clearly state the amount of Firm's bonding capacity to be reserved for the Entity's projects. Firm shall carry a minimum bonding capacity of the project value upon execution of the Contract. The bond(s) must be made payable to the Entity. In your response,

please provide a statement regarding your ability to provide proof of bonding as directed in the Exhibits that follow.

5.4 FINANCIAL STABILITY

Respondent shall provide a statement that includes the following:

- 5.4.1 A full disclosure of any events, liabilities, or contingent liabilities that could affect Respondent's financial ability to perform this contract; and
- 5.4.2 Other financial information sufficient for the Entity, in its sole judgement, to determine if Respondent is financially solvent or adequately capitalized.

5.5 LEGAL ACTIONS

Provide a list of all pending litigation and include a brief description of the reason for legal action (if applicable).

5.6 PRICING

- 5.6.1 Respondents shall complete and submit the Pricing Sheet (see **Attachment B**).
- 5.6.2 Prices for all goods and/or services shall be all inclusive. Pricing offered shall be valid for ninety (90) days from response due date.
- 5.6.3 The Entity is exempt from taxes. DO NOT INCLUDE TAX IN YOUR PRICING SUBMITTAL.
- 5.6.4 Estimated Quantities – Quantities indicated are estimated based upon the best available information. The Entity reserves the right to increase or decrease the quantities by any amount deemed necessary to meet its needs without any adjustments in the bid price.

LIST OF EXHIBITS

EXHIBIT A PROJECT SCOPE OF WORK

EXHIBIT B REQUIRED CONTRACT PROVISIONS

EXHIBIT C OTHER RELEVANT INFORMATION/SPECIAL
CONDITIONS

EXHIBIT A – PROJECT SCOPE OF WORK

In-car cameras (dash cam) that can be mounted in patrol units for the purpose of recording interactions via video and audio. The bundle must include two cameras, one mounted in front of the vehicle (dash) and one mounted in the back seat. Also to be included is all storage fees, installation costs, and software fees.

More specifically, these in-car cameras should include the following:

Cameras should be designed specifically for the most demanding environment: law enforcement. The system should be able to be customized for our requirements, whether we need a powerful zoom camera or a wide-angle panoramic camera. These should be simple to use, even in high-velocity situations. They should have an intuitive touchscreen complemented with action buttons shaped for operation by touch. They should ensure recordings are saved to SSD and USB simultaneously, giving us options for event transfer and backup.

Cameras should be built with advanced technology to keep our officers safer. They should include a feature such as Record-after-the-Fact which allows us to go back in time to retrieve video footage - even if the record button was never pressed. We should have a live-streaming option that gives our command staff the technology we need to monitor.

We must be ensured that we can keep our storage costs under control. Cameras must record incidents in HD and standard definition simultaneously. We should have the capability to connect with wireless routers to allow us to upload video quickly and securely to an evidence library, for easy storage, redaction and distribution.

Cameras must be able to upload video evidence with no officer intervention. Officers shouldn't need to drive to the police station in order to upload and save video files. Wherever there's a network, the cameras should be able to upload video evidence quickly and securely - whether we prefer FirstNet LTE, local WiFi, or simply the strongest available signal.

All prices must include all shipping, handling, fuel surcharges, and delivery fees.

Item	Description	Quantity	Unit of Measure
1	In-Car Cameras for Police Units	26	Per bundle
2			
3			
4			
5	DELIVERY LOCATION: Provide the Delivery Location	431 Bayou Road, La Marque, TX, 77568	
6	DELIVERY SCHEDULE: Provide the number of calendar days required for delivery after receipt of the order	90 days	

EXHIBIT B – 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
	2 CFR 200 Appendix II (A-L)		
>\$250,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908 , must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.	2 CFR 200 APPENDIX II (A)	Contractor RFP/IFB Contractor RFQ Subrecipients
>\$10,000	All contracts in excess of \$10,000 must address termination for cause and for convenience by the Non-Federal entity including the manner by which it will be affected and the basis for settlement.	2 CFR 200 APPENDIX II (B)	Contractor RFP/IFB Contractor RFQ Subrecipients
None	Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." 41 CFR 60-1.4 Equal opportunity clause. (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: 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: During the performance of this contract, the contractor agrees as follows: (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and	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
	selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin. (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information. (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. (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. (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. (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. (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: 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. 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		

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. 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. 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.		
>\$10,000,000 for ARPA but State Provision Applies at any amount and/or >\$2,000 for CDBG/Braided Funds Projects See TX Prevailing Wage Laws	Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$10,000,00 awarded by Non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The Non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The Non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Non-Federal entity must report all suspected or reported violations to the Federal awarding agency.	2 CFR 200 APPENDIX II (D)	Contractor RFP/IFB Subrecipients
>\$100,000	Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the Non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is	2 CFR 200 APPENDIX II (E)	Contractor RFP/IFB Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open 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

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	See 2 CFR §200.323 - Procurement of Recovered Materials. 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. 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. 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— 1. Competitively within a timeframe providing for compliance with the contract performance schedule; 2. Meeting contract performance requirements; or 3. At a reasonable price. ii. Information about this requirement, along with the list of EPA-designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program. iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the “Solid Waste Disposal Act.”	2 CFR 200 APPENDIX II (J)	Contractor RFP/IFB Contractor RFQ Subrecipients
	See 2 CFR §200.216 - Prohibition on certain telecommunications and video surveillance services or equipment (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (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). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (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	2 CFR 200 APPENDIX II (K)	Contractor RFP/IFB Contractor RFQ Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	owned or controlled by, or otherwise connected to, the government of a covered foreign country. (b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. (c) See Public Law 115-232, section 889 for additional information. (d) See also § 200.471.		
	See 2 CFR §200.322 - Domestic Preferences for Procurements. (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. (b) For purposes of this section: (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. (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.	2 CFR 200 APPENDIX II (L)	Contractor RFP/IFB Contractor RFQ Subrecipients
	Additional 2 CFR 200 references & Other Regulations		
None	The Federal awarding agency must establish conflict of interest policies for Federal awards. The Non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.	2 CFR 200.112	Contractor RFP/IFB Contractor RFQ Subrecipients
None	Contracting with HUB, small and minority businesses, women’s business enterprises, and labor surplus area firms. (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. (b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women’s business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;	2 CFR 200.321	Contractor RFP/IFB Contractor RFQ Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.		
>\$10,000	An NFE (Non-Federal Entity) that is a state agency or an agency of a political subdivision of a state, and the NFE's contractors must comply with Section 6002 of the Solid Waste Disposal Act. Applicable NFEs must include a contract provision requiring compliance with this requirement. This includes contracts awarded by a state agency or political subdivision of a state and its contractors for certain items, as designated by the EPA, with a purchase price greater than \$10,000. Indian Tribal Governments and nonprofit organizations are not required to comply with this provision. Additional requirements are listed below.	2 CFR 200.323	Contractor RFP/IFB Contractor RFQ Subrecipients
None	Financial records, supporting documents, statistical records, and all other Non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon Non-Federal entities. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations. The only exceptions are the following: (a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations. (b) When the Non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period. (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition. All records related to ARPA shall be maintained for 5 years per the ARPA terms and conditions and regulations. (d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the Non-Federal entity All records related to ARPA shall be maintained for 5 years per the ARPA terms and conditions and regulations. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations. (e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the Non-Federal entity's fiscal year in which the program income is earned. (f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting	2 CFR 200.334	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates). (1) <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. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations. (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. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations.		
None	The Federal awarding agency and the Non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the Non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not 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.	2 CFR 200.336	Contractor RFP/IFB Contractor RFQ Subrecipients
None	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.	Texas Government Code 2252.152	Contractor RFP/IFB Contractor RFQ Subrecipients
>\$100,000	PROVISION REQUIRED IN CONTRACT. (a) This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.	Texas Government Code 2271	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
For Critical Infrastructure Projects	PROHIBITION ON CONTRACTS WITH CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE. PROHIBITED CONTRACTS. (a) A governmental entity may not enter into a contract or other agreement relating	Texas Government Code, Title 10, Subtitle F, Chapter 2274.0102	Subrecipients EC 6.1 Awardees

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	to critical infrastructure in this state with a company: (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 (2) if the governmental entity knows that the company is: (A) owned by or the majority of stock or other ownership interest of the company is held or controlled by: (i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; or (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 (B) headquartered in China, Iran, North Korea, Russia, or a designated country. (b) The prohibition described by Subsection (a) applies regardless of whether: (1) the company's or its parent company's securities are publicly traded; or (2) the company or its parent company is listed on a public stock exchange as: (A) a Chinese, Iranian, North Korean, or Russian company; or (B) a company of a designated country.		
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
ARPA Terms & Conditions			
ARPA Terms, Conditions, & Records	1. Use of Funds. a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing. 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.	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.	Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
		117-2; Section 602(b), 603(b) and/or 603(c) as applicable	
ARPA Terms, Conditions, & Records	4. Maintenance of and Access to Records 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. 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. 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.	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	5. Pre-award Costs. Pre-award costs, as defined in 2 CFR § 200.458, may not be paid with funding from this award.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.	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	7. Cost Sharing. Cost sharing or matching funds are not required to be provided by 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	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.	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	9. Compliance with Applicable Law and Regulations. 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. b. Federal regulations applicable to this award include, without limitation, the following: 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	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
	exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award. ii. Universal Identifier and System for Award Management (SAM), 2 CFR Part 25, pursuant to which the award term set forth in Appendix A to 2 CFR Part 25 is hereby incorporated by reference. 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. 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. 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. vi. Governmentwide Requirements for Drug-Free Workplace, 31 CFR Part 20. vii. New Restrictions on Lobbying, 31 CFR Part 21. viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations. ix. Generally applicable federal environmental laws and regulations. c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following: i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury’s implementing regulations at 31 CFR Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance; ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability; iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance; iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury’s implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and 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.		
ARPA Terms, Conditions, & Records	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.	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	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.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c)	Subrecipients

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	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
	management; v. An authorized official of the Department of Justice or other law enforcement agency; vi. A court or grand jury; or vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct. 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.		
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 C – OTHER RELEVANT INFORMATION/SPECIAL CONDITIONS

Attach any relevant specifications, e.g., municipal/state code specifications, etc., that will be applicable to this purchase.

ATTACHMENTS

THE FOLLOWING DOCUMENTS MUST BE COMPLETED AND INCLUDED IN THE RESPONSE PACKAGE:

1. ATTACHMENT A SIGNED SOLICITATION RESPONSE COVER SHEET/ACKNOWLEDGEMENT OF ADDENDA/SUBMISSION CHECKLIST
2. ATTACHMENT B PRICING SHEET
3. ATTACHMENT C SYSTEM FOR AWARD MANAGEMENT (SAM.GOV) RECORD SEARCH
4. ATTACHMENT D CUSTOMER/CLIENT REFERENCES
5. ATTACHMENT E CERTIFICATE OF INSURANCE (IF APPLICABLE)
6. ATTACHMENT F ETHICS AND CONFLICT OF INTEREST ACKNOWLEDGEMENT (OPTIONAL)
8. ATTACHMENT G TEXAS ETHICS COMMISSION CERTIFICATE OF INTERESTED PARTIES (FORM 1295)
9. ATTACHMENT H CONFLICT OF INTEREST QUESTIONNAIRE (FORM CIQ)
10. ATTACHMENT I DISCLOSURE OF LOBBYING ACTIVITIES SF-LLL CERTIFICATION
11. ATTACHMENT J BIDDER'S CERTIFICATION
12. ATTACHMENT K NON-COLLUSION AFFIDAVIT

ATTACHMENT A:

SOLICITATION RESPONSE COVER SHEET/ACKNOWLEDGMENT OF ADDENDA/SUBMISSION CHECKLIST

Title of Solicitation:	
Name of Respondent:	
Company:	
Mailing Address:	
City, State, Zip:	
Phone Number:	
Company Contact Email Address:	
Texas Vendor ID Number:	
EIN/Federal Tax Identification Number:	

ACKNOWLEDGEMENT OF ADDENDA

ADDENDUM NO.	DATE ISSUED

☐ Please check this box if no addenda were issued.

ATTACHMENT A (CONTINUED)

SOLICITATION RESPONSE COVER SHEET/ACKNOWLEDGMENT OF ADDENDA/ SUBMISSION CHECKLIST

This checklist is provided for the Respondent's use in assuring compliance with required documentation; however, it does not include all specification requirements and does not relieve the Respondent of the need to read and comply with the specifications. Your submittal of the documents attests to the fact that you have read and/or included the documents with your response.

SUBMISSION CHECKLIST

CHECK FOR COMPLETION	DOCUMENTS REQUIRED FOR SUBMISSION
☐	A. Solicitation Response Cover Sheet/Acknowledgement of Addenda/Submission Checklist
☐	B. Pricing Sheet
☐	C. System for Award Management (SAM.gov)
☐	D. Customer/Client References
☐	E. Certificate of Insurance
	F. Ethics and Conflict of Interest Acknowledgement (Optional)
N/A	G. Texas Ethics Commission Certificate of Interested Parties (Form 1295) (This is a sample and is only required to be completed by the Respondent selected for award.)
☐	H. Conflict of Interest Questionnaire (Form CIQ)
☐	Please check this box if the Respondent does not identify a conflict of interest and therefore, will not be submitting the Conflict of Interest Questionnaire Form CIQ.
☐	I. Disclosure of Lobbying Activities SF-LLL Certification (Required for all bids exceeding \$100,000)
☐	Please check this box if the bid does not exceed \$100,000.
☐	J. Bidder's Certification
☐	K. Non-Collusion Affidavit
☐	

The Respondent's authorized agent must sign this document to acknowledge having read this solicitation carefully and completely, including the list of addenda, and that the information submitted is true and correct.

AUTHORIZED AGENT NAME:	
AUTHORIZED SIGNATURE:	
TITLE OF AUTHORIZED AGENT:	
DATE OF SIGNATURE:	

ATTACHMENT B: PRICING SHEET

Respondent shall complete and submit the following pricing sheet with the bid response package. The Entity reserves the right to make an award on the basis of low bid in the interest of the Entity and to reject any and all bid items in the sole discretion of the Entity.

ITEM	DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENSION
1	Entity should enter the description and quantity of the services/products as contained in the Scope of Work in Exhibit A			\$	\$
2				\$	\$
3				\$	\$
4				\$	\$
5				\$	\$
TOTAL FIRM FIXED PRICE					\$
6	DELIVERY – Number of calendar days for delivery after receipt of the order:			90 days	
Name of Firm:					
IFB #:					
IFB Name:					

AUTHORIZED AGENT – SIGNATURE AND CONTACT INFORMATION

The Respondent's authorized agent must sign this document to acknowledge they read this solicitation carefully and completely, and the information submitted is true and correct.

SIGNATURE OF AUTHORIZED AGENT:	
PRINTED NAME OF AUTHORIZED AGENT:	
TITLE OF AUTHORIZED AGENT:	
DATE OF SIGNATURE:	

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

This project is funded by Coronavirus State and Local Fiscal Recovery Funds which requires all contractors and vendors to be in good standing according to SAM.gov and the Texas State Comptroller's office.

Verification of SAM.gov Status

1. Respondent must not be suspended or debarred at the time of the proposal submittal. The proposal response package must include a completed Non-Debarment Certification Form located **on the next page** herein.
2. All Respondents must be pre-vetted for eligibility to perform the outlined ARPA funded scope of work. A printed screenshot from the SAM.gov website verifies whether the Vendor is excluded from contract participation at the federal level.

Contract Award

The ARPA Award Recipient must verify the SAM.gov status of the Respondent(s) selected for contract award prior to execution of the contract as stated in the Non-Debarment Certification Form. The final verification of the Respondent's SAM.gov status is completed prior to contract award, and in addition to the initial verification documentation provided with the proposal response submittal.

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

NON-DEBARMENT CERTIFICATION FORM

COMPANY/ENTITY LEGAL NAME:

STREET ADDRESS:

CITY:

STATE:

ZIP:

CONTACT NAME:

CONTACT EMAIL:

CONTACT PHONE:

*UEI #

**TIN #

*Subrecipients are required to have a Unique Entity Identifier (UEI) Number prior to an award. 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. **Beneficiary Entities are required to have UEI and/or TIN.

APPLICABLE REGULATIONS: As stated in the ARPA/SLFRF Terms & Conditions: "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."

Also, Federal Executive Order (E.O.) 12549: "Debarment" 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: www.sam.gov

Be advised that we may pursue available remedies per 2 CFR 180.360 as an ARPA recipient entity: "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."

[INITIAL]

CERTIFICATION & SIGNATURE

We hereby certify that we are not excluded, disqualified, or debarred from receiving federally funded awards.

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 this agreement's termination and/or the repayment of funds.

Your signature certifies that the information provided on this form is correct and 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.

SIGNATURE

PRINTED NAME & TITLE

DATE

FOR DEPARTMENT USE ONLY

SAM Debarment/Certification Record of Clearance

Yes [] No []

Note:

State of Texas Debarred Vendor List Cleared

Yes [] No []

Note:

Verified By:

Yes [] No []

Date:

ATTACHMENT D: CUSTOMER/CLIENT REFERENCES

Respondents shall use Attachment D to describe a minimum of three (3) and maximum of five (5) references for jobs, and corresponding references, completed within last five (5) years.

Respondent's Name: _____

The references shall illustrate recent experience successfully completing work of a similar nature and scope as the work described in this IFB. This form may be modified as needed to comply with the requirement to document company information. ***Failure to return this attachment (or a reasonable facsimile) may result in the proposal being considered non-responsive. Failure to provide references may result in the proposal being considered non-responsive.***

REFERENCE 1:

Company Name:	
Company Address:	
Contact Name/Title/Phone:	
Contact Email:	
Contract Award Date:	
Contract Completion Date:	
Contract Project Name:	
Brief Description of Services:	

REFERENCE 2:

Company Name:	
Company Address:	
Contact Name/Title/Phone:	
Contact Email:	
Contract Award Date:	
Contract Completion Date:	
Contract Project Name:	
Brief Description of Services:	

REFERENCE 3:

Company Name:	
Company Address:	
Contact Name/Title/Phone:	
Contact Email:	
Contract Award Date:	
Contract Completion Date:	
Contract Project Name:	
Brief Description of Services:	

REFERENCE 4:

Company Name:	
Company Address:	
Contact Name/Title/Phone:	
Contact Email:	
Contract Award Date:	
Contract Completion Date:	
Contract Project Name:	
Brief Description of Services:	

REFERENCE 5:

Company Name:	
Company Address:	
Contact Name/Title/Phone:	
Contact Email:	
Contract Award Date:	
Contract Completion Date:	
Contract Project Name:	
Brief Description of Services:	

ATTACHMENT E: CERTIFICATE OF INSURANCE
(PROPOSAL RESPONDER SUPPLIES INSURANCE WITH THE PROPOSAL PACKAGE)

INSURANCE REQUIREMENTS

If requested, the Respondent shall supply an original, certified copy of an insurance certificate listing **the Entity** as additional insured. The successful Respondent will be required to maintain, at all times during performance of the contract, the insurance detailed below. Failure to provide this insurance certificate within the specified amount of time may result in disqualification of bid.

- a. Workers' Compensation Insurance as required by laws and regulations applicable to and covering employees of Contract engaged in the performance of the work under this agreement with a limit of not less than \$1,000,000.00.
- b. Employers' Liability Insurance protecting Responder against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master-servant relationship with a limit of not less than \$1,000,000.00.
- c. Comprehensive General Liability Insurance including products/completed operation with limits of liability of not less than: Bodily Injury \$1,000,000.00 per each person, \$2,000,000.00 per each occurrence/aggregate; Property Damage \$1,000,000.00 per each occurrence;
- d. Excess Liability Insurance Comprehensive General Liability, Comprehensive Automobile Liability and coverages afforded by the policies above, with the minimum limits of \$1,000,000.00 excess of specified limits.

ATTACHMENT F: ETHICS AND CONFLICT OF INTEREST ACKNOWLEDGEMENT

Public servants are expected to conduct themselves impartially and in a manner that inspires public confidence, while ensuring that responsible contractors have fair and equal access to governmental procurement.

The City of La Marque is committed to protection of government integrity, while also facilitating the recruitment and retention of the skilled personnel necessary to support its operations. To achieve this objective, The City of La Marque has established standards of ethical conduct and conflict of interest policies and expects all vendors, contractors, and subrecipients to adhere to the same core principles as described below.

To achieve these standards, it is essential that those doing business with the City of La Marque also observe the ethical standards prescribed here.

I acknowledge that it is a breach of ethics to attempt to influence any public employee, elected official, or department head to violate the standards of ethical conduct set forth in this code.

I further acknowledge that it is a breach of ethics for any employee of City of La Marque or a vendor doing business with the City of La Marque to participate directly or indirectly in a procurement when the employee or vendor knows that:

- A. The employee or any member of the employee's immediate family or household has a substantial financial interest in a company responding to a City of La Marque procurement.
- B. A business or organization in which the employee or any member of the employee's immediate family has a financial interest pertaining to the procurement.

I understand that it is a breach of ethics to offer, give, or agree to give any employee of City of La Marque, or for any employee to solicit, demand, accept, or agree to accept from a vendor, a gratuity of consequence or any offer of employment in connection with any decision, approval, disapproval, recommendation, preparation, or any part of a program requirement or purchase request influencing the content of specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or controversy, any particular matter pertaining to any program requirement, contract or subcontract, or to any solicitation or proposal therefore pending before City of La Marque.

I acknowledge that it is a breach of ethics for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for City of La Marque as an inducement for the award of a contract or order.

I certify that I have read and understand the ethical standards set forth by City of La Marque and agree to comply with them in all business dealings with the City of La Marque.

SIGNATURE, VENDOR AUTHORIZED REPRESENTATIVE

COMPANY

PRINTED NAME, TITLE

DATE

(TO BE COMPLETED BY THE AWARDED VENDOR PRIOR TO CONTRACT EXECUTION)

Form provided by Texas Ethics Commission

ATTACHMENT H: CONFLICT OF INTEREST QUESTIONNAIRE (FORM CIQ)

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.	OFFICE USE ONLY 	
1 Name of vendor who has a business relationship with local governmental entity.		
2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
3 Name of local government officer about whom the information is being disclosed. Name of Officer		
4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary. A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor? ☐ Yes ☐ No B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity? ☐ Yes ☐ No		
5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.		
6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).		
7 Signature of vendor doing business with the governmental entity Date		

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

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

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

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

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

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

- (2) the vendor:

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

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

or

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

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

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

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

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

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

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

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

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

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

- (1) the date that the vendor:

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

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

- (2) the date the vendor becomes aware:

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

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

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

ATTACHMENT I: DISCLOSURE OF LOBBYING ACTIVITIES
SF-LLL 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 of Lobbying Activities," in accordance with its instructions.
- (c) The undersigned shall require that the language in paragraphs (a) and (b) 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, _____ (insert business name), 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	
NAME OF AUTHORIZED AGENT	
TITLE OF AUTHORIZED AGENT	
DATE	

DISCLOSURE OF LOBBYING ACTIVITIES – INSTRUCTIONS

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

1. Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. Status of Federal Action: ☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award	3. Report Type: ☐ a. initial filing ☐ b. material change
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, <i>if known:</i> Name: Street Address: City, State, Zip: Congressional District, if known:		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Name: Street Address: City, State, Zip: Congressional District, if known:
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, <i>if applicable:</i> _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10a. Name and Address of Lobbying Registrant Name (First, MI, Last): Street Address: City, State, Zip:	10b. Individuals Performing Services <i>(including address if different from No. 10a)</i> Name (First, MI, Last): Street Address: City, State, Zip:	
11. Information requested through this form is authorized by Title 31 U.S.C., Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. Signature: _____ Name: _____ Title: _____ Telephone: _____ Date: _____		
Federal Use Only		Authorized for Local Reproduction Standard Form – LLL (Rev. 7-97)

ATTACHMENT J: BIDDER'S CERTIFICATION

In accordance with Texas Government Code Sections 2252.001 through 2252.004 (relating to bids by nonresident contractors), the pertinent portion of the Act has been extracted and is as follows:

1. "Nonresident bidder" refers to a person who is not a resident.
2. "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the greater of the following:

1. the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located; or
2. the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which a majority of the manufacturing relating to the contract will be performed.

I certify that _____ (Company Name) is a

☐ **Resident bidder of Texas** as defined in Section 2252.001(4), Texas Government Code,

OR

☐ **Nonresident bidder** as defined in Section 2252.001(3), Texas Government Code, and our principal place of business is located at _____ (City and State).

Note: If the Respondent is an out-of-state company, a Certificate of Authority from the Secretary of State to do business in Texas must be provided.

SIGNATURE	
NAME OF AUTHORIZED AGENT	
TITLE OF AUTHORIZED AGENT	
DATE	

ATTACHMENT K: NON-COLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT

STATE OF TEXAS §
 §
COUNTY OF _____ §

By the signature below, the signatory for the bidder certifies that neither he/she 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 _____ on
the _____ day of _____, 20_____ on behalf of said bidder.

Notary Public in and for the
State of Texas

My commission expires: _____

APPENDIX I – SAMPLE CONTRACT

SAMPLE CONTRACT – INVITATION FOR BID NON-CONSTRUCTION ONLY

CITY OF LA MARQUE

AMERICAN RESCUE PLAN ACT (ARPA) PROGRAM

GENERAL SERVICES, SUPPLIES, AND/OR EQUIPMENT CONTRACT

Vendor Name	To be determined (TBD)
Vendor Unique Entity Identifier (UEI) if available	TBD
Period of Performance Start Date	TBD
Period of Performance End Date	TBD
Amount of Federal Funds Obligated by this Agreement	TBD
Assisted Listing Number (ALN) # 21.027	FAIN # RCP-056096

INTRODUCTION

THIS CONTRACT for General Services, Supplies, and/or Equipment (“Contract”) is made and entered into this [Date], by and between City of La Marque, Texas, hereinafter referred to as the “Entity” and [Vendor Name], hereinafter referred to as the “Vendor.” Entity and Vendor are sometimes each referred to as a “Party” and collectively “Parties.”

The following recitals are incorporated in and made a part of this Contract.

WHEREAS, on March 11, 2021, President Biden signed the U.S. Senate-amended H.R. 1319 (P.L. 117-2) known as the American Rescue Plan Act (hereinafter “ARPA”); and

WHEREAS, under ARPA Section 603 (c)(1)(A) and (3) and the Final Rule 31 CFR 35.6, recipients may use Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) to allocate funds for the provision of government services and/or make necessary investments in water, sewer, and broadband infrastructure; and

WHEREAS, the Entity has determined that it has the objective of providing services to its residents; and

WHEREAS, the Entity has been awarded ARPA funds by the U.S. Department of the Treasury (“Treasury”) which have been distributed to the Entity from ARPA for covered costs and eligible expenses to be incurred during the period which began on March 3, 2021 (the date ARPA became law) until December 31, 2024 (to be fully expended by December 31, 2026); and

WHEREAS, the Entity desires to disburse funds to the Vendor to perform certain services or provide certain supplies or equipment in connection therewith as set forth in this Contract and in the Scope of Services attached hereto; and

WHEREAS, Vendor has represented to the Entity that it is duly qualified, eligible, and willing to provide the services identified herein and in the Scope of Services attached hereto.

NOW, THEREFORE, in consideration of the foregoing recitals and the terms and conditions set forth herein, the Parties hereto do mutually agree as follows:

SECTION 1. CONTRACT ADMINISTRATION

SECTION 1.1 CONTACT INFORMATION & NOTICES

For the purposes of this Contract, the Entity's Representative listed below will serve as the primary point of contact for the Vendor. All required reports and communication shall be directed to this liaison and other local personnel as appropriate. The Vendor shall designate a Representative to act on Vendor's behalf for all purposes, including execution of Change Orders and Requests for Payment.

Any notice or communication required or permitted to be given under this Contract must be in writing. The initial contact information of the parties, which one party may change by giving written notice to the other party, are as follows:

Entity Name	City of La Marque	Vendor Name	
Entity Address 1	431 Bayou Road La Marque Tx.	Vendor Address 1	
Entity Address 2		Vendor Address 2	
Entity Representative for Project		Vendor Representative for Project	
Name	Lt. G. Rodriguez	Name	
Title	Police Lieutenant	Title	
Phone	409-938-9241	Phone	
Email	g.rodriquez@cityoflamarque.org	Email	
Entity Billing Contact		Vendor Billing Contact	
Name		Name	
Title		Title	
Phone		Phone	
Email		Email	

SECTION 1.2 PARTS INCORPORATED

Parts Incorporated. In addition to the Exhibits identified below which are incorporated into this Contract, it is understood and agreed that additional terms of this Contract are to be performed in accordance with the proposal documents (scope of work, images, and specifications), submitted proposal response and related exhibits, affidavits, addendums, statutory requirements, and the ARPA Terms & Conditions.

Exhibits

Exhibit A1	Scope of Work
Exhibit A2	Payment & Pricing Schedule
Exhibit A3	Request for Payment
Exhibit B	ARPA Required Contract Provisions
Exhibit C	Other Relevant Information/Special Conditions for Construction
Exhibit D	Insurance Certificate
Exhibit E	Bid, Performance, and Payment Bonds
Exhibit F	Eligibility Verification (SAM.gov)
Exhibit G	Certificate of Interested Parties (Form 1295)

SECTION 1.4 CONTRACT DOCUMENTS

By reference, the Contract Documents consist of:

- a. This Contract and all exhibits listed, contained, or referenced in this Contract.
- b. All Addenda issued before the Effective Date of this Contract;
- c. All Alternates accepted by the Entity before the Effective Date of this Contract;
- d. All Change Orders issued after the Effective Date of this Contract; and
- e. The response submitted by Vendor in response to the IFB issued by Entity for this Project.

The Contract and Exhibit Documents form the entire and integrated Contract between Entity and Vendor, and supersede all prior negotiations, representations, or agreements, written or oral. To the extent of any conflict between Vendor's Proposal and any other Contract Document, the Contract Documents shall govern.

If there is an irreconcilable difference between or among the various documents that make up the Contract Documents, the interpretation that provides for a higher quality of material and/or workmanship will prevail over all other interpretations.

1.4.1 Term of Contract and Delivery Schedule – Commencement of Work

Entity shall issue a Notice to Proceed (NTP) identifying the date for commencement of the Work. Vendor shall achieve substantial completion of the Work within 90 calendar days after the commencement date; as such completion date may be extended by approved Change Orders. THE TIME SET FOR COMPLETION OF THE WORK IS AN ESSENTIAL ELEMENT OF THE CONTRACT. In any event, all of the services required and performed hereunder shall be completed no later than TBD.

1.4.2 Pre-Existing Conditions

Vendor acknowledges that it has been provided access to the existing improvements and conditions on the Project site and that it has thoroughly investigated those conditions. Vendor's investigation was instrumental in preparing its bid to perform the Work. Vendor shall not make or be entitled to any adjustment to the Contract Time or the Contract Sum arising from Project conditions that the Vendor discovered or, in the exercise of reasonable care, should have discovered

in Vendor's investigation.

1.4.3 Liquidated Damages

Vendor and Entity agree that a breach of this Contract as to completion time will cause damage to the Entity, but further agree that such damage cannot be accurately measured. Therefore, the Parties agree that TBD shall be subtracted from the Contract amount for each and every calendar day that the Work or any portion of the Work remains uncompleted after the expiration of the time period specified in the Notice to Proceed, or as extended by a change order.

1.4.4 Dispute Resolution

Disputes arising under the Contract shall be submitted to a process of resolution pursuant to alternative dispute resolution practices, such as mediation, binding arbitration, or non-binding arbitration pursuant to industry standards, prior to being submitted to a court for adjudication. It is understood that the Entity shall have the right to request mediation if services being provided are deemed deficient in any way.

1.4.5 Acquisition, Merger, Sale and/or Transfer of Business, etc.

It is understood by all parties that if, during the life of the Contract, the Vendor disposes of his/her business concern by acquisition, merger, sale, and or/transfer or by any means conveys his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new vendor will be required to submit all documentation/legal instruments that were required in the original bid/contract. Any change shall be approved by the Entity, who retains the right to reject the transfer of the contract.

1.4.6 Termination of Contract For Cause

This Contract may be terminated by the Entity for cause, including any nonperformance by the Vendor; failure of the Vendor to fulfill in a timely and proper manner its obligations under this Contract; or violation of any of the covenants, agreements, or stipulations of the Contract, upon thirty (30) days' written notice to Vendor including a statement of the reasons, therefore. The determination of the Entity as to the cause of termination and the appropriateness thereof shall be final and binding upon both Entity and Vendor. Cause for termination shall include any material failure by Vendor to comply with any terms of this Contract.

- a. In such event, all finished or unfinished services, documents, data, maps, studies, surveys, drawings, models, photographs, and reports prepared by the Vendor under this Contract shall, at the option of the Entity, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.
- b. Notwithstanding the above, the Vendor shall not be relieved of liability to the Entity for damages sustained by the Entity by virtue of any breach of this Contract by the Vendor, and the Entity may withhold any payments to the Vendor for the purposes of set-off until such time as the exact amount of damages due the Entity from the Vendor is determined.
- c. The Vendor agrees to indemnify and hold the Entity harmless from any liability to subcontractors or suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the Contract by the Entity under this provision.
- d. In case of default by the Vendor, the Entity may procure the goods or services from other sources and hold the Vendor responsible for any excess cost.
- e. Continuation of the terms of the Contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the Entity reserves the right to cancel the Contract.
- f. If this Contract is terminated for cause, excluding funding discontinuance or disapproval, Vendor shall have the right to attempt to cure its failure during the thirty (30) day period prior to termination to the satisfaction of the

Entity at the Entity's sole discretion.

1.4.7 Termination of Contract For Convenience of the Entity

The Entity may terminate this Contract at any time by giving at least thirty (30) days' notice in writing to the Vendor. If the Vendor is terminated by the Entity as provided herein, the Vendor will be paid for actual services provided or delivered purchases that are determined acceptable at the sole discretion of the Entity, less payments of compensation previously made. Vendor

1.4.8 Post Expiration and Termination Procedures

Upon expiration or in the event of a prior termination, all remaining and unspent ARPA funds, shall immediately become the sole and separate property of the Entity and the Vendor shall perform all acts and execute all instruments necessary to transfer and assign such funds to the Entity. All finished or unfinished documents, data, studies, reports, and work products prepared by the Vendor under this Contract or with grant funds shall, at the option of the Entity, become Entity's property.

1.4.9 Transitional Period

In the event services are terminated by contract expiration or by voluntary termination by either the Vendor or the Entity, the Vendor shall continue all terms and conditions of said Contract for a period not to exceed thirty (30) days at the Entity's request.

1.4.10 Ownership of Material

The Entity shall retain all of its rights and interest in any and all documents and property, both hard copy and digital furnished by the Entity to the Vendor for the purpose of assisting the Vendor in the performance of this Contract. All such items shall be returned immediately to the Entity at the expiration or termination of the Contract or completion of any related services pursuant thereto, whichever comes first. None of the documents and/or property shall, without the written consent of the Entity, be disclosed to others or used by the Vendor or permitted by the Vendor to be used by their parties at any time except in the performance of the resulting Contract. Ownership of all data, materials and documentation originated and prepared for the Entity pursuant to this Contract shall belong exclusively to the Entity. All data, reports, computerized information, programs, and materials related to this Project shall be delivered to and become the property of the Entity upon completion of the Project. The Vendor shall not have the right to use, sell, or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the Entity.

SECTION 1.5 CONTRACT SUM AND PAYMENTS

The Vendor shall be compensated per the schedule below. Payment to the Vendor shall be based on satisfactory completion of identified services and/or deliverables and payment/invoicing terms as stated in the IFB, or as mutually agreed upon and contained in this Contract. Payment is expressly contingent upon the availability of ARPA funding.

1.5.1 Contract Sum

Entity shall pay Vendor for performance of its obligations under this Contract, including the Base Proposal and Alternate Proposals (if any), the sum of [Spelled out dollar amount here] (\$000,000.00), and make payment in accordance with the provisions of this Section.

1.5.2 Payment & Pricing Schedule

A Payment & Pricing Schedule (see **Exhibit A2**) subdividing the Project into its respective parts (f needed), and which includes values for all items comprising the Project will serve as the basis for payments made to Vendor.

1.5.3 Vendor's Payment Obligations

Vendor shall promptly pay all bills for labor and material performed and furnished by others in connection with this Contract.

- a. Firm shall submit an invoice upon completion of each milestone. Deliverables will be considered complete only upon inspection and written acceptance by the Entity. Each invoice shall include deliverable(s) completed and the price for each. **The final request for reimbursement must be received by City/County no later than September 30, 2026.**

1.5.4 Request for Payment

As instructed, all payment requests must be submitted on the Request for Payment (See **Exhibit A3**) including required attachments. Notwithstanding the certification of Vendor's payment requests, the Entity or its Representative will independently review Vendor's payment requests and make a determination as to the amount properly payable to Vendor.

1.5.5 Offsets; Deductions; Withholding

- a. Entity is an agency of the State of Texas and materials and services utilized in the provision of services or purchases may be exempt from state and local taxes. Vendor is responsible for taking full advantage of all tax exemptions applicable to the Project. Entity will deduct from the Requests for Payment and from the Request for Final Payment any taxes paid for materials or services that were entitled to tax exemption.
- b. Amounts assessed as liquidated damages per the above Section of this Contract and other amounts to which Entity is entitled by way of setoff or recovery, if any, shall be deducted from any amounts due Vendor.
- c. Notwithstanding any other contractual provision to the contrary, Entity may withhold any payment from Vendor to the extent reasonably required to protect Entity interests under any of the following circumstances: failure to perform work in accordance with Contract Documents; insufficient documentation in Application for Payment; failure to pay subcontractors, employees, hired laborers or materials suppliers; failure to obtain, renew or maintain insurance coverage as required in this Contract; failure to meet schedule requirements or other scenarios that causes the Entity, in good faith judgment, to determine that the remaining balance will not be sufficient to complete the Work in accordance with this Contract. The right to withhold payment is contingent on giving Vendor a minimum of seven (7) calendar days' written notice of specific defects or defaults and an opportunity to cure same, and on Vendor's failure to cure or to take diligent steps to cure within such seven (7) calendar days.

1.5.6 Final Payment

Vendor's request for Final Payment must not be made until all Work is completed, all requirements of the Vendor Documents have been satisfied, and Vendor delivers the services or equipment.

SECTION 2. ENTITY RESPONSIBILITIES

SECTION 2.1 GENERAL

- a. Entity will cooperate in a timely manner in providing information regarding its requirements.
- b. Entity will review and provide final approval of the general schedule, setting the plan for milestone dates and completion or delivery.
- c. If the Entity has actual knowledge of any fault or defect or non-conformance with the Specifications, the Entity shall give prompt written notice of such fault, defect, or non-conformance to Vendor.
- d. The Entity may designate one or more inspectors of its own who will be given access to the Work as requested or needed. The provision of such inspectors will not reduce or lessen in any respect Vendor's responsibilities for the Work.
- e. The Entity may furnish or obtain all legal, accounting, auditing, and insurance counseling services for itself as may be necessary for the Project.

SECTION 3. SCOPE OF WORK

SECTION 3.1 GENERAL

Vendor has overall responsibility for and shall furnish all materials, equipment, tools, and labor necessary and reasonably inferable to complete the Work, or any phase of the Work, in accordance with Entity's requirements and the terms of the Contract Documents, including the Drawings, Specifications, Addenda, details, and other documents prepared by Vendor and listed in the attached Exhibits, if applicable.

Vendor's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Entity nor shall Vendor be released from any liability by reason of such approval by Entity, it being understood that Entity at all times is ultimately relying upon Vendor's skill and knowledge in performing the services required hereunder.

SECTION 3.2 PROJECT CONTROL

Vendor shall supervise and direct the Work and shall be solely responsible for means, methods, techniques, sequences, and procedures for the Work. Vendor shall promptly correct any defective or non-conforming Work at Vendor's sole expense and without cost to Entity.

SECTION 3.3 SUBVENDORS

Vendor shall award and enter into all Subcontracts necessary and appropriate to provide all labor and materials for the scope of work.

- a. Vendor shall monitor the Work of the Subcontractors as required and coordinate such Work with a goal to attain Substantial Completion not later than the date for Substantial Completion and at a cost not to exceed the Contract Sum.
- b. Upon request, Vendor shall provide Entity with complete, unaltered copies of all Subcontracts, and all amendments thereto.

SECTION 3.4 HUB SUBCONTRACTING PLAN

Vendor shall comply with the requirements of the HUB Subcontracting Plan and shall not make any changes to the HUB Subcontracting Plan without Entity's written approval.

SECTION 3.5 KEY TASKS

- a. Provide services and purchase of equipment in accordance with delivery schedules and other prescribed timelines herein.
- b. Provide a warranty on all purchased equipment.
- c. Provide excellent customer service. Firm shall be responsive to requests and communicate on a regular basis with the Entity.
- d. Provide and maintain all original and copies of supporting documentation.
- e. Furnish progress reporting as determined or requested by the Entity.
- f. Support and assist the Entity during state/federal monitoring or auditing activities, including providing financial information, reports, and other requests that may be required.

SECTION 3.6 SCHEDULING

Vendor is solely responsible for delivery of the services/equipment in accordance with the Contract Documents on or

before the date specified in the Schedule.

SECTION 3.7 NON-CONFORMING WORK

Entity may reject any defective or non-conforming Work on the Project of which Entity becomes aware and Vendor shall promptly correct any such defect at Vendor's own cost without increasing the Contract Sum. Upon discovering that any portion of the Work does not conform with Entity's design concept and/or requirements, including the Design Guidelines and Standard Specifications, due to an error or omission in any Construction Document materials prepared or furnished by or on behalf of Vendor, Vendor shall promptly correct such condition at no additional cost to Entity. If Vendor refuses or fails to correct (or improperly corrects) any such condition within a reasonable time after notice, Entity may cause the condition to be corrected and offset the cost of such correction against any monies owed to Vendor; provided, however, if no monies are owed Vendor at the time the condition is discovered or at the time the condition is corrected by Entity, Vendor shall promptly reimburse the Entity for all expenses incurred to correct the condition. Vendor shall warranty all corrective Work, whether performed by or through Vendor or by a third party retained by Entity in accordance with the immediately preceding sentence due to Vendor's refusal or failure to correct properly any non-conforming Work.

SECTION 3.8 INDEMNIFICATION

Vendor covenants and agrees to indemnify, hold harmless and defend, at its own sole expense, the Entity and its officers, agents, servants, and employees from and against any and all claims or suits for property loss or damage and/or personal injury, including death, to any and all persons, of whatsoever kind or character, whether real or asserted, arising out of or in connection with the execution, performance, attempted performance, or nonperformance of the services under this Contract and/or the operations, activities, and services of the activities described herein; and Vendor hereby assumes all liability and responsibility of the entity and its officers, agents, servants, and employees for any and all claims or suits for property loss or damage and/or personal injury, including death, to any and all persons, of whatsoever kinds or character, whether real or asserted, arising out of or in connection with the execution, performance, attempted performance, or nonperformance of the services or this Contract and/or the operations, activities, and services described herein. Vendor likewise covenants and agrees to and does hereby indemnify and hold harmless entity from and against any and all injury, damage, or destruction of property of entity, arising out of or in connection with all acts or omissions of Vendor, its officers, members, agents, employees, contractors, subcontractors, invitees, licensees, and project participants. Vendor agrees to and shall release Entity, its agents, employees, officers, and legal representatives from all liability for injury, death, damage, or loss to persons or property sustained in connection with or incidental to performance of the services under this Contract.

Vendor shall require all of its contractors and subcontractors to include in its contracts and subcontracts a release and indemnity in favor of the Entity in substantially the same form as above. The indemnity and liability release provided for above shall not apply to any liability resulting from the sole negligence or fault of the Entity, its officers, agents, employees or separate Vendors, and in the event of joint and concurring negligence or fault of the Entity and Vendor, responsibility and indemnity, if any, shall be apportioned in accordance with the laws of the State of Texas, without waiving any governmental immunity available to the entity under Texas law and without waiving any defenses of the parties under Texas law.

The provisions of this section are solely for the benefit of the parties and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity. This section survives termination or expiration of this Contract.

SECTION 3.9 INSURANCE & BONDING

If applicable, Vendor shall provide Insurance and Bid, Performance, and Payment Bonds as prescribed by Entity in the Solicitation documentation and included here as **Exhibit D** and **Exhibit E**.

SECTION 4. REQUIRED PROVISIONS

The Vendor shall comply with the following items:

SECTION 4.1 TERMS AND CONDITIONS

The Vendor agrees to comply with the requirements of Section 503 of the American Rescue Plan Act (ARPA), regulations adopted by Treasury pursuant to Section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Vendor also specifically agrees to comply with the ARPA Terms & Conditions attached to this Contract in **Exhibit B**.

SECTION 4.2 DEBARMENT AND SUSPENSION

Vendor has provided proof of registration, active/good standing, and non-debarment status in the System for Award Management. Should this status change, the Vendor must notify the Entity immediately.

SECTION 4.3 ASSURANCES OF COMPLIANCE WITH TITLE VI

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

SECTION 4.4 LOBBYING CERTIFICATION & DISCLOSURE

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.

SECTION 4.5 ETHICS MATTERS

Vendor and its employees, agents, representatives, and subcontractors have read and understand the Entity's Conflict of Interest Policy, State of Texas Standards of Conduct and Conflict of Interest Provisions available at [Government Code Chapter 572: Personal Financial Disclosure, Standards of Conduct, and Conflict of Interest \(state.tx.us\)](https://www.state.tx.us/govcode/572), and applicable state ethics laws and rules available. Neither Vendor nor its employees, agents, representatives, or subcontractors will assist or cause Entity employees to violate the Conflict of Interest policies, provisions described by State of Texas Standards of Conduct and Conflict of Interest Provisions, or applicable state ethics laws or rules.

SECTION 4.6 MAINTENANCE AND ACCESS TO RECORDS

The Vendor shall maintain records and financial documents sufficient to evidence in compliance with Section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

The Treasury Office of Inspector General, the Government Accountability Office and the Texas Office of the State Comptroller, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of the Vendor in order to conduct audits or other investigations and all records shall be made available upon request. Records shall be maintained by the Vendor for a period of five (5) years after all funds have been expended or returned to the Treasury, whichever is later.

SECTION 5. MISCELLANEOUS PROVISIONS

SECTION 5.1 GENERAL

- a. In any case one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- b. If any action at law or in equity is necessary to enforce or interpret the terms of this Contract, the prevailing party

shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

- c. This Contract may be amended by mutual agreement of the parties hereto and a writing to be attached to be incorporated into this Contract.
- d. Licenses, Permits, Taxes, Fees, Laws, and Regulations
 - i. Vendor warrants that it will obtain, maintain in effect, and pay the cost for all licenses, permits, or certifications that may be necessary for Vendor's performance of this Contract.
 - ii. Vendor will be responsible for the payment of all taxes, excises, fees, payroll deductions, employee benefits (if any), fines, penalties or other payments required by federal, state, or local law or regulation in connection with Vendor's performance of this Contract.
 - iii. Vendor will comply with and will be responsible for requiring its officers and employees to comply with all applicable federal, state, and local laws and regulations, and the rules and regulations of the Entity.

SECTION 5.2 CAPACITY TO PERFORM

By execution of this Contract, Vendor is certifying that they have the capacity to perform and complete the Scope of Work as provided.

SECTION 5.3 LIMITATION OF LIABILITY

Except for the obligation of Entity to pay Vendor certain fees, costs, and expenses to the extent expressly set forth in this Contract, the Entity shall have no liability to Vendor or to anyone claiming through or under Vendor by reason of the execution or performance of this Contract. Notwithstanding any obligation or liability of Entity to Vendor, no present or future partner or affiliate of the Entity or any agent, officer, director, or employee of the Entity or anyone claiming under the Entity, has or shall have any personal liability to Vendor or to anyone claiming through or under Vendor by reason of the execution or performance of this Contract.

SECTION 5.4 ASSIGNMENT

This Contract is a personal service contract for the services of Vendor, and neither Vendor's interest in this Contract (including, but not limited to Vendor's fees due hereunder), nor Vendor's duties hereunder may be assigned or delegated to a third party except as specifically set forth in this Contract.

SECTION 5.5 GOVERNING LAW AND VENUE

The Vendor 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.

Additionally, all applicable local government codes for the State of Texas also apply to this Contract. All equipment, supplies, and work furnished under this Contract shall comply with applicable laws, ordinances, and regulations. Vendor shall obtain and pay for such permits and inspections as are required for the legal performance of this work, unless otherwise specified. Vendor shall comply with all federal and state laws and Entity's Ordinances and Codes applicable to the Vendor's operation under this Contract. These Specifications and the Contract resulting here from shall be fully governed by the laws of the State of Texas and shall be fully performable in City of La Marque (Entity Name), Texas, where venue for any proceeding arising hereunder will lie.

This Contract will be governed by the laws of the State of Texas without reference to its conflicts of law provisions. Venue for any suits arising from this Contract will be in a court of competent jurisdiction in Galveston County, Texas.

SECTION 5.6 WAIVERS

No delay or omission by either Party in exercising any right or power accruing upon the non-compliance or failure of performance by the other Party of any provision of this Contract or the Contract Documents will impair any such right or power or be construed to be a waiver thereof. A waiver by either Party of any of the covenants, conditions, or agreements of this Contract or any of the Contract Documents to be performed by the other party will not be construed to be a waiver of any subsequent breach of this Contract or the Contract Documents or of any other covenant, condition or agreement contained in this Contract or the Contract Documents.

SECTION 5.7 SEVERABILITY

If any provision of this Contract is for any reason be held invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision of this Contract and this Contract will be construed as if such invalid or unenforceable provision had not been included herein.

SECTION 5.8 NEW LAWS

Parties agree that if there is a change in any laws, rules, or regulations affecting the performance related to this Contract and enacted after the Effective Date of this Contract, the Parties will enter into good faith negotiations to renegotiate the affected terms of this Contract.

BY: _____
(Entity Official)

(Printed Name)

(Title)

(Date)

BY: _____
(Vendor's Authorized Representative)

(Printed Name)

(Title)

(Date)

SECTION 6. EXHIBITS

THE FOLLOWING DOCUMENTS MUST BE COMPLETED AND ATTACHED TO THE CONTRACT:

Exhibit A1	Scope of Work
Exhibit A2	Payment & Pricing Schedule
Exhibit A3	Request for Payment
Exhibit B	ARPA Required Provisions (ARPA Terms & Conditions)
Exhibit C	Other Relevant Information
Exhibit D	Insurance Certificate (if applicable)
Exhibit E	Bid, Performance, and Payment Bonds (if applicable)
Exhibit F	Eligibility Verification (SAM.gov)
Exhibit G	Certificate of Interested Parties (Form 1295)

Exhibit A1 – Scope of Work

To be populated with solicitation Scope of Work

Exhibit A2 – Payment & Pricing Schedule

The terms for payment for the contract are as follows:

Payment Schedule:

Payment will be made within 30 days of a Request for Payment and only after delivery of all services and/or purchases and acceptance by the Entity.

Pricing Schedule:

Prices for all goods and/or services shall be all inclusive.

Entity is an agency of the State of Texas and materials and services utilized in the provision of services or purchases may be exempt from state and local taxes. Vendor is responsible for taking full advantage of all tax exemptions applicable to the Project. Entity will deduct from the Requests for Payment and from the Request for Final Payment any taxes paid for materials or services that were entitled to tax exemption.

Lump Sum Price: Vendor shall provide pricing in the table below to complete the scope of services contained in **Exhibit A1**, Scope of Work, in accordance with the specifications contained in this document. Costs include all applicable services (i.e. labor, materials, profit, bonding, insurance, permitting, general conditions, and other costs) to provide a turnkey product.

(Note to Entity: Component pricing should be based on the identified components of the scope of work contained in **Exhibit A1**). An example is provided below:

SCOPE OF WORK	PRICE
	\$
	\$
	\$
	\$
TOTAL LUMP SUM PRICE (TOTAL OF ABOVE LINE ITEMS)	\$

Exhibit A3 – Request for Payment

Project Name:			
Vendor Name:			
Date of Request:			
Contact Name:			
Contact Phone:		Contact Email:	

Item for Payment	Description	Unit Cost or Percent Complete	# of Units	Total Amount
TOTAL				

X	Attachments

Submitted By	
Name and Title	
Signature	

CERTIFICATION: I certify that this Request for Payment contains costs associated with the provision of services in accordance with the terms of the contract. I also certify that all required documentary evidence has been submitted along with the Request for Payment as instructed, including any documentation associated with requirement to pay prevailing wages.

By signing this Request for Payment, I certify to the best of my knowledge and belief that information provided in this Request is true, complete, and accurate. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

WARNING: Section 1001 of Title 18 U.S. code makes it a criminal offense to make willful, false statements or misrepresentation of any material fact involving the use of or obtain federal funds.

Exhibit B – ARPA Required Provisions

2 CFR 200.327 Contract provisions. The Non-Federal entity's contracts should contain applicable provisions described in Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. The Non-Federal entity's contracts must contain the provisions described in Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, as applicable.

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	2 CFR 200 Appendix II (A-L)		
>\$250,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908 , must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.	2 CFR 200 APPENDIX II (A)	Contractor RFP/IFB Contractor RFQ Subrecipients
>\$10,000	All contracts in excess of \$10,000 must address termination for cause and for convenience by the Non-Federal entity including the manner by which it will be affected and the basis for settlement.	2 CFR 200 APPENDIX II (B)	Contractor RFP/IFB Contractor RFQ Subrecipients
None	Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." 41 CFR 60-1.4 Equal opportunity clause. (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: 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: During the performance of this contract, the contractor agrees as follows: (9) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.	2 CFR 200 APPENDIX II (C) and 41 CFR §60-1.4(b)	Contractor RFP/IFB Contractor RFQ Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	(10) 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. (11) 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. (12) 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. (13) 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. (14) 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. (15) 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. (16) 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: 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. The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The [recipient] agrees that it will assist and cooperate actively with the administering		

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	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. 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.		
>\$10,000,000 for ARPA but State Provision Applies at any amount and/or >\$2,000 for CDBG/Braided Funds Projects See TX Prevailing Wage Laws	Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$10,000,00 awarded by Non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The Non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The Non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Non-Federal entity must report all suspected or reported violations to the Federal awarding agency.	2 CFR 200 APPENDIX II (D)	Contractor RFP/IFB Subrecipients
>\$100,000	Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the Non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These	2 CFR 200 APPENDIX II (E)	Contractor RFP/IFB Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	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

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	See 2 CFR §200.323 - Procurement of Recovered Materials. 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. 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. ii. 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— 1. Competitively within a timeframe providing for compliance with the contract performance schedule; 2. Meeting contract performance requirements; or 3. At a reasonable price. iv. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program. v. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the "Solid Waste Disposal Act."	2 CFR 200 APPENDIX II (J)	Contractor RFP/IFB Contractor RFQ Subrecipients
	See 2 CFR §200.216 - Prohibition on certain telecommunications and video surveillance services or equipment (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (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). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or	2 CFR 200 APPENDIX II (K)	Contractor RFP/IFB Contractor RFQ Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	controlled by, or otherwise connected to, the government of a covered foreign country. (b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. (c) See Public Law 115-232, section 889 for additional information. (d) See also § 200.471.		
	See 2 CFR §200.322 - Domestic Preferences for Procurements. (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. (b) For purposes of this section: (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. (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.	2 CFR 200 APPENDIX II (L)	Contractor RFP/IFB Contractor RFQ Subrecipients
	Additional 2 CFR 200 references & Other Regulations		
None	The Federal awarding agency must establish conflict of interest policies for Federal awards. The Non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.	2 CFR 200.112	Contractor RFP/IFB Contractor RFQ Subrecipients
None	Contracting with HUB, small and minority businesses, women’s business enterprises, and labor surplus area firms. (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. (b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women’s business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;	2 CFR 200.321	Contractor RFP/IFB Contractor RFQ Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.		
>\$10,000	An NFE (Non-Federal Entity) that is a state agency or an agency of a political subdivision of a state, and the NFE's contractors must comply with Section 6002 of the Solid Waste Disposal Act. Applicable NFEs must include a contract provision requiring compliance with this requirement. This includes contracts awarded by a state agency or political subdivision of a state and its contractors for certain items, as designated by the EPA, with a purchase price greater than \$10,000. Indian Tribal Governments and nonprofit organizations are not required to comply with this provision. Additional requirements are listed below.	2 CFR 200.323	Contractor RFP/IFB Contractor RFQ Subrecipients
None	Financial records, supporting documents, statistical records, and all other Non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon Non-Federal entities. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations. The only exceptions are the following: (a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations. (b) When the Non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period. (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition. All records related to ARPA shall be maintained for 5 years per the ARPA terms and conditions and regulations. (d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the Non-Federal entity All records related to ARPA shall be maintained for 5 years per the ARPA terms and conditions and regulations. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations. (e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the Non-Federal entity's fiscal year in which the program income is earned. (f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such	2 CFR 200.334	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	as computer usage chargeback rates or composite fringe benefit rates). (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. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations. (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. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations.		
None	The Federal awarding agency and the Non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the Non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not 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.	2 CFR 200.336	Contractor RFP/IFB Contractor RFQ Subrecipients
None	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.	Texas Government Code 2252.152	Contractor RFP/IFB Contractor RFQ Subrecipients
>\$100,000	PROVISION REQUIRED IN CONTRACT. (a) This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.	Texas Government Code 2271	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
For Critical Infrastructure Projects	PROHIBITION ON CONTRACTS WITH CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE. PROHIBITED CONTRACTS. (a) A governmental entity may not enter into a contract or other agreement relating to critical infrastructure in this state with a company:	Texas Government Code, Title 10, Subtitle F, Chapter 2274.0102	Subrecipients EC 6.1 Awardees

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	(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 (2) if the governmental entity knows that the company is: (A) owned by or the majority of stock or other ownership interest of the company is held or controlled by: (i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; or (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 (B) headquartered in China, Iran, North Korea, Russia, or a designated country. (b) The prohibition described by Subsection (a) applies regardless of whether: (1) the company's or its parent company's securities are publicly traded; or (2) the company or its parent company is listed on a public stock exchange as: (A) a Chinese, Iranian, North Korean, or Russian company; or (B) a company of a designated country.		
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
ARPA Terms & Conditions			
ARPA Terms, Conditions, & Records	1. Use of Funds. a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing. 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.	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; Section 602(b),	Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
		603(b) and/or 603(c) as applicable	
ARPA Terms, Conditions, & Records	4. Maintenance of and Access to Records 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. 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. 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.	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	5. Pre-award Costs. Pre-award costs, as defined in 2 CFR § 200.458, may not be paid with funding from this award.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.	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	7. Cost Sharing. Cost sharing or matching funds are not required to be provided by 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	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.	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	9. Compliance with Applicable Law and Regulations. 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. b. Federal regulations applicable to this award include, without limitation, the following: 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 Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award. ii. Universal Identifier and System for Award Management (SAM), 2 CFR Part 25,	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
	pursuant to which the award term set forth in Appendix A to 2 CFR Part 25 is hereby incorporated by reference. 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. 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. 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. vi. Governmentwide Requirements for Drug-Free Workplace, 31 CFR Part 20. (Subrecipient Only) vii. New Restrictions on Lobbying, 31 CFR Part 21. viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations. ix. Generally applicable federal environmental laws and regulations. c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following: i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 CFR Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance; ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability; iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance; iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and 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.		
ARPA Terms, Conditions, & Records	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.	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	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.	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, &	12. False Statements. Recipient understands that making false statements or claims in	Section 9901 of the American Rescue	Contractor RFP/IFB Contractor RFQ

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
Records	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.	Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	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. c. 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. d. 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; v. An authorized official of the Department of Justice or other law enforcement agency; vi. A court or grand jury; or	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
	vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct. 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.		
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 C – Other Related Information

To be inserted

Exhibit D – Insurance Certificate

To be inserted

Exhibit E – Bid, Performance, and Payment Bonds

To be inserted

Exhibit F – Eligibility Verification (SAM.gov)

Vendor to provide a dated printout of their active status without exclusions from SAM.gov website

Exhibit G – Certificate of Interested Parties (Form 1295)

Form 1295 (Certificate of Interested Parties) must be completed on the Texas Ethics Commission's website as part of this project prior to contract execution. Form 1295 can be accessed here: <https://www.ethics.state.tx.us/filinginfo/1295/> and must be returned with the certification number assigned after completion

CITY OF LA MARQUE

1111 BAYOU ROAD, LA MARQUE, TEXAS 77568

INVITATION FOR BIDS (IFB) COMPETITIVE PROCUREMENT FOR GENERAL SERVICES, SUPPLIES, AND/OR EQUIPMENT

This IFB is being supported

by federal award number RCP-056096

allocated to the

CITY OF LA MARQUE

under the

American Rescue Plan Act (ARPA)

Coronavirus State and Local Fiscal Recovery Funds (SLFRF)

by the U.S. Department of the Treasury



Prepared By: Police Department

Procurement reference # 2480

American Rescue Plan Act (ARPA) Invitation for Bids (IFB)

October 1, 2024

Re: Invitation for Bids (IFB) for police K-9 funded with Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Allocated Under the American Rescue Plan Act (ARPA). This project is being supported, in whole or in part, by the U.S. Department of the Treasury, in utilizing the U.S. Department of The Treasury Coronavirus State and Local Fiscal Recovery Funds (ARPA) program and is subject to all applicable Federal and State laws and regulations.

Dear Vendor:

The City of La Marque, hereinafter called "Entity", has received an allocation of American Rescue Plan Act (ARPA) funds, and is issuing an Invitation for Bids (IFB) for a general purchases and supplies contract. The item(s) are being solicited to assist the Entity in completing and implementing programs and/or projects funded with its allocation of ARPA funds.

The Sole Point of Contact for this solicitation may provide information regarding this IFB. Refer to the **Schedule of Events and Selection Summary** in Section 1 of this document for response details.

Respondent is responsible for ensuring that their IFB response is received in a timely manner and that it contains all elements of the IFB, including all required forms and any addendums issued. Respondent should complete the Solicitation Response Cover Sheet/Acknowledgement of Addenda/Submission Checklist contained in Attachment A and all other requirements identified in the IFB. IFB responses received after the deadline will not be opened and therefore not evaluated or considered for award, regardless of whether or not the delay was outside the control of the submitting provider. City of La Marque reserves the right to negotiate with providers submitting timely responses in accordance with state and federal procurement requirements, to reject any and all bids, and to select multiple respondents if it deems it's in the best interest of the Entity and/or desires to do so.

The Entity is an Affirmative Action/Equal Opportunity Employer. Minority Business Enterprises, Small Business Enterprises, Women Business Enterprises, and Labor Surplus Area firms are encouraged to submit bids.

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INVITATION FOR BID – GENERAL INFORMATION

SECTION 1 – SCHEDULE OF EVENTS AND SELECTION SUMMARY

1.1 SCHEDULE OF EVENTS – ALL DATES ARE TENTATIVE

- 1.1.1 The Entity reserves the right to change dates at any time. At the sole discretion of the Entity, events listed in Section 1 are subject to scheduling changes and cancellation. The Entity will make public any changes to the stated schedule.
- 1.1.2 All requests, questions, or other communication about this solicitation shall be made in writing and addressed to the Entity's Sole Point of Contact listed in Section 1. Only the Sole Point of Contact may be contacted regarding required elements for this IFB.
- 1.1.3 Respondent must review all documents and information in the *Exhibits* section and complete the required documents in the *Attachments* section and return with the signed bid sheet to the Entity's Sole Point of Contact.

SCHEDULE OF EVENTS + RESPONSE REQUIREMENTS

SCHEDULE OF EVENTS	
RFP NOTICE DATE:	October 1, 2024
VENDOR QUESTIONS DUE:	October 15, 2024, 5:00 PM CST
QUESTIONS ANSWERED BY:	October 22, 2024, 5:00 PM CST
PRE-PROPOSAL CONFERENCE: The Entity shall reject responses submitted by firms that do not attend the mandatory pre-proposal conference.	October 10, 2024 http://cityoflamarque.org/bidszoom
SITE VISIT: The Entity shall reject responses submitted by firms that do not attend the mandatory site visit.	If needed, will be scheduled.
PROPOSAL DUE DATE:	October 31, 2024, 10:00 AM CST
ESTIMATED AWARD DATE:	November 18, 2024, 6:00 PM CST
RESPONSE REQUIREMENTS	
QUESTIONS & ANSWERS ONLY – SOLE POINT OF CONTACT	

The Entity will allow written questions and requests for clarification of this solicitation. Questions must be submitted by email to the Sole Point of Contact listed below. Respondents' names will be removed from questions in any responses released.	
SOLE POINT OF CONTACT NAME:	City Clerk
ADDRESS:	1111 Bayou Road La Marque, TX 77568
EMAIL:	bids@cityoflamarque.org
PHONE:	409-938-9259
DELIVERY OF RESPONSE PROPOSAL – POINT OF CONTACT	
For digital delivery, Subject Line should include Respondent's Name, RFP number, time/due date of RFP and completed response and all attachments uploaded to the following point of contact:	
NAME:	-
TITLE:	City Clerk
DELIVERY POINT:	Bidsubmit.cityoflamarque.org
If mailed or hand-delivered, sealed proposals (an original and 3 copies) should be submitted on the original forms provided. Each response must be sealed and should be placed in a properly identified envelope with Respondent's Name, RFP number, and time/due date of RFP.	
For mail or hand-delivery, deliver response and all attachments to:	
NAME:	-
TITLE:	City Clerk
ADDRESS:	1111 Bayou Road LaMarque, TX 77568

1.2 SELECTION OF RESPONDENT(S)

1.2.1 The Entity intends to select Respondent(s) that best meet the needs of the Entity and that provide the best overall value. The Entity reserves the right to award multiple contracts from the finalist pool of successful Respondent(s). Respondents will be rated and ranked according to the evaluation criteria set forth below.

1.2.2 The Entity reserves the right to check references on any projects performed by the Respondent, whether provided by the Respondent or known by the Entity.

1.2.3 The Entity is not required to accept the lowest cost proposal.

1.2.4 See SECTION 4 – EVALUATION CRITERIA, for additional information on how Respondents will be evaluated and selected.

SECTION 2 – INTRODUCTION AND GENERAL CONDITIONS

2.1 GENERAL DESCRIPTION OF THE SCOPE OF WORK (SOW) – SEE SECTION 3 AND EXHIBIT A FOR SOW DETAILS

The Entity has received an allocation of American Rescue Plan Act (ARPA) funds and is issuing an Invitation for Bids (IFB) for a general purchases and supplies contract. The item(s) are being solicited to assist the Entity in completing and implementing programs and/or projects funded with its allocation of ARPA funds.

This solicitation includes the purchase of:

- 2.1.1 **General Description:** The purchase of two (2) dual-purpose police K-9s, with the option to purchase one (1) additional K-9, including appropriate training.
- 2.1.2 The scope of work includes all labor, materials, goods and/or services necessary to provide the purchased items, including any installation specified in **Exhibit A**. The respondent shall submit a written copy of all warranty information prior to final acceptance by Entity.
- 2.1.3 **REFERENCED BRAND EXAMPLE:** Catalogs, brand names or manufacturer's references are descriptive only and indicate type and quality desired. Proposals on brands of like nature and quality will be considered. If proposing other than the referenced brands/model number, Respondent must show manufacturer, brand or trade name, product number and provide complete descriptive information of product offered and include with response. Failure to take exception to specifications or reference data will require Respondent to furnish specified brand names, numbers, etc.

2.2 CONSIDERATION OF AWARD

To be considered for award, Respondents must adhere to the requirements, when applicable to Vendors, as set forth in **Exhibit B**, the ARPA Required Provisions, and provide all other required information and documentation as set forth in this solicitation.

2.3 CONTRACT AWARD

The Entity may award a Firm Fixed Price Contract. A Respondent's proposal must be responsive to this solicitation and include all required documents as instructed in the solicitation and listed in the *Solicitation Response Cover Sheet/Acknowledgement of Addenda/Submission Checklist* (**Attachment A**).

2.4 TERM OF PURCHASE CONTRACT

The Contract or Purchase Order shall be effective upon date of execution (signed by the Entity designee), shall contain terms and conditions for the purchase, including delivery date and delivery location, and shall expire upon delivery and final acceptance by the Entity. A sample contract is available for review at **Appendix I**.

2.5 BID ACCEPTANCE

- 2.5.1 Proposals must be received, time stamped or otherwise acknowledged before the specified hour and

date. Late submittals WILL NOT be considered under any circumstances. The Entity will not be held responsible for any solicitation response that is mishandled prior to receipt by the Entity. The Entity will not be responsible for any technical issues that result in late delivery, inappropriately identified documents, or other submission error that may lead to disqualification (including substantive or administrative) or nonreceipt of the respondent's response.

- 2.5.2 The Entity reserves the right to accept or reject any and all proposals, to accept any proposal deemed advantageous and to waive irregularity in the proposals. By submitting a response, the Respondent acknowledges and will adhere to all specifications as stated within this procurement packet.
- 2.5.3 Bids CANNOT be altered or amended after the due date. Any alterations made before the due time must be initialed by Respondent or authorized agent. No response may be withdrawn after due date without approval and based on a written acceptable reason.
- 2.5.4 The Entity reserves the right to revise or amend the specifications prior to the due date. Such revisions or amendments, if any, will be announced by amendments or addendums to these specifications. Copies of such amendments or addendums so issued will be posted to the Entity's bidding websites. If Respondent demonstrates just reason for a change, the Entity must have at least five (5) working days' notice prior to submission due date.
- 2.5.5 In the event that Respondent finds discrepancies in or omissions from the specifications or other documents or be in doubt as to their meaning, Respondent should at once notify the Entity Sole Point of Contact and obtain clarification prior to submitting a response.
- 2.5.6 All Respondents must meet or exceed the minimum specifications to be considered a valid response. The Entity reserves the right to accept or reject all or any part of any response, waive minor technicalities and award the contract either to the lowest responsible Respondent or to the Respondent who provides goods or services at the best value for the Entity.
- 2.5.7 The Respondent agrees to protect the Entity from claims involving infringement of patents or copyrights.

PROPRIETARY OR CONFIDENTIAL INFORMATION; TEXAS PUBLIC INFORMATION ACT: Any proprietary, trade secret, or otherwise confidential information Respondent includes in its Proposal must be clearly labeled as proprietary or confidential information, and Respondent must identify the specific exception to disclosure in the Public Information Act (PIA). Merely making a blanket claim that the entire Proposal is protected from disclosure because it contains some proprietary information is not acceptable and shall make the entire Proposal subject to release under the PIA. Any information which is not clearly identified as proprietary or confidential shall be deemed to be subject to disclosure pursuant to the PIA.

Information, documentation, and other material in connection with this Response or any resulting Contract may be subject to public disclosure under the Texas PIA, Chapter 552 of the Texas Gov't Code.

- 2.5.8 There is no guarantee a contract will be awarded. The Entity reserves the right to cancel this IFB at any time.
- 2.5.9 All proposals become public documents and are subject to public review (upon request and as allowed by law). The submission of an IFB response will constitute representation by the Respondent that it understands and has complied with the requirements of the IFB. Submission of a response indicates the IFB information provided was sufficient in scope and detail to convey understanding of anticipated terms and conditions for performance of the work.

2.5.10 IFB Respondents assume all costs of preparation of the proposal. IFB responses become the property of the Entity.

2.6 PROHIBITED COMMUNICATION

On issuance of this solicitation, except for the written inquiries described in Section 2.6 above, the Entity, its representative(s), or partners will not answer any questions or otherwise discuss the contents of this solicitation with any potential respondent. This restriction does not preclude discussions between affected parties for the purposes of conducting business unrelated to this solicitation. Failure to comply with these requirements may result in disqualification of respondent's solicitation response.

2.7 TERMINATION CONDITIONS

See Contract at **Appendix I** for Termination Conditions.

2.7.1 FAILURE TO ENTER INTO A CONTRACT

Should the Selected Respondent ("Vendor"), to whom the contract is awarded, fail to enter into a contract within twenty-one (21) business days, the Entity may then, at its option, retain the Vendor's bid deposit/bond (if required) and accept the bid of the next lowest responsible bidder.

SECTION 3 – SCOPE OF WORK/TECHNICAL SPECIFICATIONS

3.1 MINIMUM REQUIREMENTS

- 3.1.1 The selected Vendor shall have no convictions or civil judgments preceding nor thereafter this solicitation rendered against Respondent for 1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; 2) violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- 3.1.2 The selected Vendor shall not ever have been indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated above.
- 3.1.3 Where applicable, Vendor's staff must meet and maintain current certifications and or licensure requirements as mandated by state law or the appropriate licensing authority.
- 3.1.4 Vendor must not be debarred at the time of response submission, and prior to award of a contract, the System for Award Management (SAM.gov) and the Texas Comptroller's website will be checked to ensure Vendor is not debarred. If the Vendor is debarred, the Vendor's proposal will not be evaluated.

3.2 SCOPE OF SERVICES Construct

- 3.2.1 **The required products or services shall be provided in accordance with attached Exhibits:**
 - **Exhibit A:** Project Scope of Work
 - **Exhibit B:** ARPA Required Provisions
 - **Exhibit C:** Other Relevant Information

3.2.2 **Work Orders**

During the term of any contract awarded, the Entity may request the Vendor to perform certain tasks as described in the scope, subject to a specific work order authorization. All work authorizations shall be in writing, signed by all parties, and shall include a scope of services, a list of tasks to be performed, a time schedule, a list of deliverables and such other information or special conditions as may be necessary for the work requested.

3.2.3 **Condition of Product:** New Equipment ONLY; NO re-manufactured or “gray market” items. All items must be covered by the manufacturer’s warranty. The unit(s) shall be made ready for continuous operation upon delivery. Respondent is cautioned that any unit delivered to the FOB point that does not meet specifications in every aspect will not be accepted.

3.2.4 **All Parts:** All parts not specifically mentioned which are necessary for the unit to be complete and ready for operation or which are normally furnished as standard equipment shall be furnished by the vendor. All parts shall conform in strength, quality, and workmanship to the accepted standards of the industry.

3.2.5 **Manuals:** Manuals containing illustrated parts list and operating and service instructions for the units shall be delivered with units. Manuals shall outline all necessary service and operating instructions for the units delivered and provide necessary warning and safety precautions.

3.2.6 **Warranty Requirements:** The units shall be warranted against defects in material and workmanship for a standard manufacturer’s warranty and shall cover 100% parts and labor for the units. Vendor shall furnish warranty and a list of warrantied repair companies to the Entity at time of delivery. The warranty begins on the date the units are determined to meet specifications and accepted by the Entity.

3.3 **DELIVERY AND ACCEPTANCE**

3.3.1 **Freight Charges:** Shipping shall be FOB destination; therefore, unit prices must include all shipping, handling, fuel surcharges, and delivery fees.

3.3.2 **Delivery Schedule:** Recommended delivery not to exceed ninety (90) calendar days from date of award; delivery terms may be a factor in determining award. Respondent must contact the Entity point of contact to schedule delivery date and time. Respondent shall provide a minimum forty-eight (48) hours’ notice prior to delivery.

3.4 **DELIVERY CONTACT(S):** Respondent shall contact the Entity for delivery a minimum of one (1) week in advance to coordinate delivery.

Delivery Contact Name:	City Clerk
Phone:	409-93-9259
Email:	bids@ cityoflamarque.org

3.5 **REGISTRATION AND TITLING (when applicable):** Permanent registration and titling will be performed by the Entity. **DO NOT REGISTER ITEM.** Respondent shall supply, as applicable, dealer’s tag for item for sixty (60) days from date of delivery. The original Certificate of Origin (COO) or Manufacturer’s

Statement of Origin (MSO) as well as the most current version of TXDMV Form 130U or Application for Texas Title with signature shall be submitted with an invoice to the Entity.

3.6 DELIVERY DELAYS: If delay is foreseen, Respondent shall give written notice to the Entity and must keep the Entity advised of status of order at all times. Default in promised Delivery Days After Receipt of Order (ARO) without accepted reasons or failure to meet specifications authorizes the Entity to cancel contract/Purchase Order.

3.7 COMPLIANT PRODUCTS: Delivery does not occur until the Respondent delivers products, materials, or services in full compliance with the specifications to Entity's FOB destination, unless delivery is specifically accepted, in whole or in part, by the Entity. Providing products, materials, or services which do not meet all specification requirements does not constitute delivery. Entity reserves the right to require new delivery or a refund in the event that materials or products not meeting specifications are discovered after payment has been made. **NO SUBSTITUTIONS PERMITTED WITHOUT WRITTEN APPROVAL OF THE ENTITY.**

3.8 ACCEPTANCE: All equipment ordered will be subject to acceptance inspection and performance testing upon receipt. Acceptance inspection and performance testing will not take more than five (5) working days, weather permitting. Respondent will be notified within this time frame of any units not delivered in full compliance with the purchase order specifications. In the event the goods tested fail to meet or exceed all conditions and requirements of the solicitation and Contract, the goods will be rejected in whole or in part, at the State's Entity's option, and returned to the Vendor or held for disposition at the Vendor's expense. Latent defects may result in cancellation of the Contract at no expense to the Entity.

3.9 RECORD KEEPING

3.9.1 Respondents shall provide, enter, or upload all documentation, communications, and records including all permits, certifications, warranties, and approvals regarding all provided services/products as instructed by the Entity.

3.9.2 Respondents shall maintain records of all events that affect, or may be expected to affect the quality, scope, or progress of the services. All records shall be retained for a period of **five (5) years** following the closeout of the Entity's federal grant.

3.9.3 Insurance

3.9.3.1 If applicable, an original, certified copy of an Insurance Certificate listing the Entity as additional insured, must be submitted with the Respondent's submittal (**see Attachment E for requirements**). The successful Respondent will be required to maintain at all times during performance of the Contract, the insurance detailed below.

3.9.3.2 Workers' Compensation Insurance

3.9.3.3 Employers' Liability Insurance

3.9.3.4 Comprehensive General Liability Insurance

3.9.3.5 Excess Liability Insurance, Comprehensive General Liability Insurance, Comprehensive Automobile Liability Insurance

3.10 TERMS AND CONDITIONS

- 3.10.1 **Indemnity Clause** – The Respondent agrees to indemnify and save harmless the Entity and its officers, agents, and employees from any and all claims, causes or action, and damages of every kind, for injury to or death of any person and damages, to property arising out of or in connection with the work done by Respondent under this contract, and including acts or omissions of the Entity or its officers, agents, or employees in connection with said contract.
- 3.10.2 **Equal Opportunity Employer** – The successful Respondent shall warrant and agree that he/she is an Equal Opportunity Employer. Should complaints of any form of discrimination, either in dispensation of the service, or within company hiring policies be substantiated, this contract may be terminated immediately.
- 3.10.3 **Assignment** – The successful Respondent may not assign, sell, or otherwise transfer this contract without prior written consent of the Entity.
- 3.10.4 **Compliance with Laws** – The Respondent 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.
- 3.10.4.1 Additionally, all applicable local government codes for the State of Texas also apply to this contract. All equipment, supplies and work furnished under this contract shall comply with applicable laws, ordinances, and regulations. Respondent shall obtain and pay for such permits and inspections as are required for the legal performance of this work, unless otherwise specified. Respondent shall comply with all federal and state laws and Entity's ordinances and codes applicable to the Respondent's operation under this contract. These specifications and the contract resulting here shall be fully governed by the laws of the State of Texas and shall be fully performable in Galveston County, Texas, where venue for any proceeding arising hereunder will lie.
- 3.10.5 **Silence of Specifications** – The apparent silence of specifications as to any detail, or the apparent omission from it or a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality shall be used. All interpretations of specifications shall be made on the basis of this statement. The Respondent should request clarification from the Entity as specified in this document.

SECTION 4 – EVALUATION CRITERIA

4.1 RESPONSIVENESS OF QUALIFICATIONS SUBMISSION:

Pass/Fail

Qualifications submission shall be responsive to all material requirements that shall enable the evaluation committee to evaluate responses in accordance with the evaluation criteria to make a recommendation to Officials of the Entity.

4.2 FINANCIAL STABILITY OF RESPONDENT:

Pass/Fail

Financial stability of the Respondent to successfully undertake the project and the ability to ensure performance over the duration of the contract.

4.3 TECHNICAL REQUIREMENTS:

100 Points Total

Extent to which the provided service or products meets the needs of the Entity, including, but not limited to, the criteria in the evaluation matrix and in the submission requirements section and as expressed in this document.

4.4 EVALUATION CRITERIA AND RATING SHEET:

Solicitation responses shall be evaluated in accordance with Part 200 of the Uniform Administrative Requirements, Cost Principles, Audit Requirement, and Chapter 2269 of the Texas Government Code. The Entity will make the selection on the basis of demonstrated competence and qualifications; and to a Respondent that provides a fair and reasonable price.

The Entity evaluates the responses, prepares a Bid Tabulation sheet, determines the award on the basis of fair and reasonable pricing considered to be the Best Value to the Entity.

Only responses submitted in compliance with the **Schedule of Events + Response Requirements** section and meeting qualifications will be considered. Failure to submit the required information may be cause for rejection of the bid response. The Entity reserves the right to waive informalities and minor irregularities in bids received.

Initial Compliance Screening

The Entity will perform an initial screening of all solicitation responses received. Unsigned solicitation responses, and solicitation responses that do not meet the minimum qualifications above and/or do not include all required forms and information may be subject to rejection without further evaluation.

Additional Evaluation Criteria

All solicitations will be evaluated based on Responsiveness and Price. Responsiveness means adhering to the Terms and Conditions and specifications of the supplies requested. If Respondent(s) who has the lowest price is deemed to be non-responsive, Entity will disqualify the offer and evaluate the response of the next lowest priced responsive Respondent.

Vendors will be evaluated based on:

- Compliance with K-9 specifications, training, and Texas certification standards.
- Vendor's experience and references from Texas law enforcement agencies.
- Quality of handler's course and maintenance training.
- Ability to meet delivery timelines and guarantee price stability.

Evaluation Process: The Entity's Evaluator(s) completes a Rating Sheet using the criteria described below. The bid submitted must be a firm-fixed price.

Rating Sheet

EVALUATION CRITERIA	SCORE
Responsiveness of Proposal	Pass/Fail
Financial Stability	Pass/Fail

Understanding of Work; Experience and Qualifications	20
Capacity to Perform, Delivery/Service Schedule, and References	20
Pricing	60
TOTAL SCORE	100

SECTION 5 – RESPONSE SUBMISSION REQUIREMENTS

This section details the requirements for submitting all required information. Respondents are advised to see Schedule of Events + Response Requirements on Page 4 of this document, and to carefully review all the requirements and submit all documents and information as indicated in this IFB. Additional information may be requested for clarification. Incomplete responses may lead to a submission being deemed nonresponsive and will not be considered.

To ensure some degree of uniformity in the submission, please follow the outline listed below.

5.1 STATEMENT OF INTEREST

The statement of interest should be limited to a maximum of two (2) pages and must include a brief introduction of the company, a statement of the Respondent's understanding of the work to be performed and that the company meets and will comply with the requirements set forth in this document.

5.2 EXPERIENCE AND RELEVANT QUALIFICATIONS

Respondent shall demonstrate related professional qualifications, experience, and knowledge similar to this scope of work. Response should include information similar in scope and size to the scope of work in this IFB. Limit to four (4) pages. Minimum submission shall address the following:

5.2.1 Experience – Respondents shall provide a concise narrative description of their firm's experience in services similar in size and scope to the requested scope of services. Describe any work performed in or for the Entity. Respondents shall provide descriptions of at least three (3) projects of similar size and scope to this Program. Projects should include project location, duration and project description and scope of work the Respondent performed.

5.2.2 Relevant Qualifications – Respondents must provide a brief summary to include total number and types of employees, skills, knowledge and abilities, company background history, and number of years in providing similar services as outlined in this document.

5.3 CAPACITY TO PERFORM

Respondent should state its firm commitment to provide goods or services within the prescribed delivery date and time.

5.3.1 Work Capacity: Respondent shall provide information to demonstrate capacity to perform requested work. Respondents shall provide a detailed typical schedule to show sequence of key

work activities and the number of days to complete each task.

- 5.3.4 If applicable, **Bonding Capacity:** Respondent(s) shall provide proof of bonding capacity in a statement addressed to the Entity from a certified bonding company authorized to do business in the State of Texas. The letter must clearly state the amount of Firm's bonding capacity to be reserved for the Entity's projects. Firm shall carry a minimum bonding capacity of the project value upon execution of the Contract. The bond(s) must be made payable to the Entity. In your response, please provide a statement regarding your ability to provide proof of bonding as directed in the Exhibits that follow.

5.4 FINANCIAL STABILITY

Respondent shall provide a statement that includes the following:

- 5.4.1 A full disclosure of any events, liabilities, or contingent liabilities that could affect Respondent's financial ability to perform this contract; and
- 5.4.2 Other financial information sufficient for the Entity, in its sole judgement, to determine if Respondent is financially solvent or adequately capitalized.

5.5 LEGAL ACTIONS

Provide a list of all pending litigation and include a brief description of the reason for legal action (if applicable).

5.6 PRICING

- 5.6.1 Respondents shall complete and submit the Pricing Sheet (see **Attachment B**).
- 5.6.2 Prices for all goods and/or services shall be all inclusive.
- 5.6.3 The Entity is exempt from taxes. DO NOT INCLUDE TAX IN YOUR PRICING SUBMITTAL.
- 5.6.4 Estimated Quantities – Quantities indicated are estimated based upon the best available information. The Entity reserves the right to increase or decrease the quantities by any amount deemed necessary to meet its needs without any adjustments in the bid price.

LIST OF EXHIBITS

EXHIBIT A PROJECT SCOPE OF WORK

EXHIBIT B REQUIRED CONTRACT PROVISIONS

**EXHIBIT C OTHER RELEVANT INFORMATION/SPECIAL
CONDITIONS**

EXHIBIT A – PROJECT SCOPE OF WORK

Item	Description	Quantity	Unit of Measure
1	One (1) Police K-9 dual purpose	1	Each
2	One (1) Police K-9 Dual Purpose	1	Each
3	One (1) Optional Police K-9 Dual Purpose	1	Each
4	Training for handlers with course to prepare for certification	2-3	Each
5	Training for K-9 with course to prepare for certification	2-3	Each
6	Warranty	2-3	Each
5	DELIVERY LOCATION: Provide the Delivery Location	431 Bayou Road La Marque Tx. 77568	
6	DELIVERY SCHEDULE: Provide the number of calendar days required for delivery after receipt of the order	K-9 1: The vendor must deliver the first K-9 within 60 to 90 days of executing the contract/purchase order. K-9 2: The vendor must deliver the first K-9 approximately one year after executing the contract/purchase order. K-9 3: If deemed necessary, the third K-9 must be delivered within the agreed-upon timeframe of executing the contract/purchase order.	

All prices must include all shipping, handling, fuel surcharges, and delivery fees.

1. Project Overview

The La Marque Police Department in Texas seeks to procure up to three trained Police K-9s in a phased approach to support law enforcement efforts in narcotics detection, suspect apprehension, and public safety. The procurement will take place over one to two years, with an option to purchase a third K-9 if necessary. The selected vendor must provide the first K-9 within the normal delivery timeframe, guarantee pricing for all K-9s, and ensure all relevant certifications and training comply with Texas law enforcement standards.

2. Objectives

- **Enhance Law Enforcement Capabilities:** Strengthen the department's capacity in narcotics detection, criminal apprehension, public demonstrations, evidence searches, and general public safety operations.
- **Staged Procurement and Price Stability:** Allow for a phased procurement of up to three K-9s over a two-year period with price guarantees and flexibility for the city to determine the need for a third K-9.

3. Specifications and Requirements

3.1 K-9 Specifications

- Breed and Gender: The preferred breeds include German Shepherd, Belgian Malinois, or Dutch Shepherd.
- Age: The K-9 must be no older than two (2) years at the time of delivery.
- Health: The K-9 must be in excellent health, certified by a Texas-licensed veterinarian, with a full medical history including all Texas-required vaccinations and dental health check. The vendor must provide a written guarantee covering health issues, including natural health and dental conditions.
- Temperament and Competency: The K-9 must demonstrate a stable temperament and be fully trained in the following areas at the time of delivery:
 - Search of Articles, Evidence, and Persons
 - Tracking
 - Apprehension
 - Public Demonstrations
 - Narcotics Detection (with specific training in detecting Heroin, Fentanyl, Cocaine, and Methamphetamine)

3.2 K-9 Training

The K-9 must be fully trained in the following areas:

- Obedience: Basic and advanced obedience, using verbal and hand signal commands.
- Criminal Apprehension: Training to safely apprehend suspects in compliance with Texas law enforcement guidelines.
- Narcotics Detection: Ability to detect controlled substances, including the specific narcotics of Heroin, Fentanyl, Cocaine, and Methamphetamine.
- Tracking and Handler Protection: Trained to track individuals and provide handler protection in life-threatening situations.

3.3 Certification

- The K-9 and handler must be certified through a Texas Commission on Law Enforcement (TCOLE) compliant program or a recognized law enforcement K-9 training organization, such as the United States Police Canine Association (USPCA).

3.4 Equipment

The vendor must supply appropriate equipment, including:

- K-9 harness, leash, and protective gear suitable for Texas weather conditions.
- K-9 transport crate for patrol vehicles.
- Any additional detection tools necessary for the specific tasks of the K-9 unit.

4. Vendor Requirements

- The vendor must have a minimum of 5 years of experience in supplying and training K-9s for Texas law enforcement agencies.

- The vendor must provide at least three references from Texas law enforcement agencies where similar K-9s have been placed.
- The vendor must provide documentation of K-9 training history, performance evaluations, and certifications.

5. Staged Procurement Plan

5.1 Delivery of First K-9

- Timeline: The vendor must deliver the first K-9 within 60 to 90 days of executing the contract/purchase order.
- Training: The handler will undergo on-site training upon K-9 delivery, with certification completed according to TCOLE standards.
- Price Guarantee: The price for the first K-9 will be guaranteed for the second and third K-9s, provided the purchases occur within the terms outlined.

5.2 Delivery of Second K-9

- Timeline: The vendor must deliver the first K-9 approximately one year after executing the contract/purchase order.
- Training: The handler will undergo on-site training upon K-9 delivery, with certification completed according to TCOLE standards.
- Price Guarantee: The price for the first K-9 will be guaranteed for the second and third K-9s, provided the purchases occur within the terms outlined.

5.3 Optional Purchase of Third K-9

- Timeline: The city will decide whether to procure a third K-9.
- Training: The handler will undergo on-site training upon K-9 delivery, with certification completed according to TCOLE standards.
- Timeline Condition: If deemed necessary, the third K-9 must be delivered within the agreed-upon timeframe executing the contract/purchase order.
- Price Guarantee: The vendor will honor the original price for the third K-9 if the decision to purchase is made.

6. Warranty and Support

- The vendor must provide a written health and performance guarantee for the K-9, covering genetic defects, dental issues, or training deficiencies that would render the K-9 unsuitable for police work. If any of these issues occur, the vendor must replace the K-9 at no cost to the City of La Marque.
- The vendor must provide a support plan for re-training or addressing performance issues for each K-9 within the first year of service at no additional cost.

7. Maintenance Training

The vendor must include a maintenance training package with the purchase price of the K-9s. This training will cover the new K-9 and existing K-9 units at La Marque Police Department. The vendor must provide a detailed

training curriculum overview, including the number of training hours. The maintenance training must include:

- Area Searches
- Apprehension without Contact (Call-offs)
- Apprehension with Bite
- Handler Protection
- Article Searches
- Felony Traffic Stops
- Gunfire Exposure
- Light and Sound Diversionary Devices
- Problem-solving with Specific Canine Teams
- Narcotics Detection

8. Handler's Course

The vendor must provide a comprehensive handler's course with the purchase of each K-9. This course must be led by a certified and recognized trainer from the vendor or in compliance with TCOLE or other relevant guidelines.

Proposals must include:

- A detailed course curriculum that covers handling skills, legal updates, and court decisions related to K-9 use.
- Course duration and facility location details.

9. Evaluation and Selection Criteria

Vendors will be evaluated based on:

- Compliance with K-9 specifications, training, and Texas certification standards.
- Vendor's experience and references from Texas law enforcement agencies.
- Quality of handler's course and maintenance training.
- Ability to meet delivery timelines and guarantee price stability.

11. Knowledge of Texas and Federal K-9 Training Standards

The vendor must demonstrate thorough knowledge and adherence to both Texas state and federal K-9 training standards, ensuring full compliance with applicable laws, regulations, and best practices. The vendor's training programs must meet or exceed the requirements set by the Texas Commission on Law Enforcement (TCOLE), including standards for criminal apprehension, narcotics detection, and use of force with K-9s. Additionally, the vendor must stay current with relevant federal laws and rulings, such as those set forth by the United States Department of Justice (DOJ) and other law enforcement governing bodies.

The vendor's training curriculum should reflect recent legal precedents and court decisions impacting K-9 operations, ensuring that all K-9 handlers are prepared to comply with state and federal guidelines. This includes knowledge of permissible search and seizure methods, proper use of K-9s in suspect apprehension, and the ethical handling of K-9s in public demonstrations. The La Marque Police Department reserves the right to review the vendor's certifications, training methods, and legal compliance records to ensure conformity with both

EXHIBIT B – 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
	2 CFR 200 Appendix II (A-L)		
>\$250,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908 , must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.	2 CFR 200 APPENDIX II (A)	Contractor RFP/IFB Contractor RFQ Subrecipients
>\$10,000	All contracts in excess of \$10,000 must address termination for cause and for convenience by the Non-Federal entity including the manner by which it will be affected and the basis for settlement.	2 CFR 200 APPENDIX II (B)	Contractor RFP/IFB Contractor RFQ Subrecipients
None	Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." 41 CFR 60-1.4 Equal opportunity clause. (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: 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: During the performance of this contract, the contractor agrees as follows: (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:	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
	Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin. (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information. (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. (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. (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. (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. (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: 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. 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		

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	assisted construction work: Provided, that if the [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. 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. 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.		
>\$10,000,000 for ARPA but State Provision Applies at any amount and/or >\$2,000 for CDBG/Braided Funds Projects See TX Prevailing Wage Laws	Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$10,000,00 awarded by Non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The Non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The Non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Non-Federal entity must report all suspected or reported violations to the Federal awarding agency.	2 CFR 200 APPENDIX II (D)	Contractor RFP/IFB Subrecipients
>\$100,000	Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the Non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be	2 CFR 200 APPENDIX II (E)	Contractor RFP/IFB Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open 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

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	See 2 CFR §200.323 - Procurement of Recovered Materials. 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. 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. 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— 1. Competitively within a timeframe providing for compliance with the contract performance schedule; 2. Meeting contract performance requirements; or 3. At a reasonable price. ii. Information about this requirement, along with the list of EPA-designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program. iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the “Solid Waste Disposal Act.”	2 CFR 200 APPENDIX II (J)	Contractor RFP/IFB Contractor RFQ Subrecipients
	See 2 CFR §200.216 - Prohibition on certain telecommunications and video surveillance services or equipment (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (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). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (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	2 CFR 200 APPENDIX II (K)	Contractor RFP/IFB Contractor RFQ Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	owned or controlled by, or otherwise connected to, the government of a covered foreign country. (b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. (c) See Public Law 115-232, section 889 for additional information. (d) See also § 200.471.		
	See 2 CFR §200.322 - Domestic Preferences for Procurements. (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. (b) For purposes of this section: (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. (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.	2 CFR 200 APPENDIX II (L)	Contractor RFP/IFB Contractor RFQ Subrecipients
	Additional 2 CFR 200 references & Other Regulations		
None	The Federal awarding agency must establish conflict of interest policies for Federal awards. The Non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.	2 CFR 200.112	Contractor RFP/IFB Contractor RFQ Subrecipients
None	Contracting with HUB, small and minority businesses, women’s business enterprises, and labor surplus area firms. (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. (b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women’s business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;	2 CFR 200.321	Contractor RFP/IFB Contractor RFQ Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.		
>\$10,000	An NFE (Non-Federal Entity) that is a state agency or an agency of a political subdivision of a state, and the NFE's contractors must comply with Section 6002 of the Solid Waste Disposal Act. Applicable NFEs must include a contract provision requiring compliance with this requirement. This includes contracts awarded by a state agency or political subdivision of a state and its contractors for certain items, as designated by the EPA, with a purchase price greater than \$10,000. Indian Tribal Governments and nonprofit organizations are not required to comply with this provision. Additional requirements are listed below.	2 CFR 200.323	Contractor RFP/IFB Contractor RFQ Subrecipients
None	Financial records, supporting documents, statistical records, and all other Non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon Non-Federal entities. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations. The only exceptions are the following: (a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations. (b) When the Non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period. (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition. All records related to ARPA shall be maintained for 5 years per the ARPA terms and conditions and regulations. (d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the Non-Federal entity All records related to ARPA shall be maintained for 5 years per the ARPA terms and conditions and regulations. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations. (e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the Non-Federal entity's fiscal year in which the program income is earned. (f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting	2 CFR 200.334	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates). (1) <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. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations. (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. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations.		
None	The Federal awarding agency and the Non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the Non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not 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.	2 CFR 200.336	Contractor RFP/IFB Contractor RFQ Subrecipients
None	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.	Texas Government Code 2252.152	Contractor RFP/IFB Contractor RFQ Subrecipients
>\$100,000	PROVISION REQUIRED IN CONTRACT. (a) This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.	Texas Government Code 2271	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
For Critical Infrastructure Projects	PROHIBITION ON CONTRACTS WITH CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE. PROHIBITED CONTRACTS. (a) A governmental entity may not enter into a contract or other agreement relating	Texas Government Code, Title 10, Subtitle F, Chapter 2274.0102	Subrecipients EC 6.1 Awardees

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	to critical infrastructure in this state with a company: (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 (2) if the governmental entity knows that the company is: (A) owned by or the majority of stock or other ownership interest of the company is held or controlled by: (i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; or (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 (B) headquartered in China, Iran, North Korea, Russia, or a designated country. (b) The prohibition described by Subsection (a) applies regardless of whether: (1) the company's or its parent company's securities are publicly traded; or (2) the company or its parent company is listed on a public stock exchange as: (A) a Chinese, Iranian, North Korean, or Russian company; or (B) a company of a designated country.		
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
ARPA Terms & Conditions			
ARPA Terms, Conditions, & Records	1. Use of Funds. a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing. 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.	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.	Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
		117-2; Section 602(b), 603(b) and/or 603(c) as applicable	
ARPA Terms, Conditions, & Records	4. Maintenance of and Access to Records 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. 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. 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.	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	5. Pre-award Costs. Pre-award costs, as defined in 2 CFR § 200.458, may not be paid with funding from this award.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.	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	7. Cost Sharing. Cost sharing or matching funds are not required to be provided by 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	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.	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	9. Compliance with Applicable Law and Regulations. 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. b. Federal regulations applicable to this award include, without limitation, the following: 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	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
	exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award. ii. Universal Identifier and System for Award Management (SAM), 2 CFR Part 25, pursuant to which the award term set forth in Appendix A to 2 CFR Part 25 is hereby incorporated by reference. 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. 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. 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. vi. Governmentwide Requirements for Drug-Free Workplace, 31 CFR Part 20. vii. New Restrictions on Lobbying, 31 CFR Part 21. viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations. ix. Generally applicable federal environmental laws and regulations. c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following: i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury’s implementing regulations at 31 CFR Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance; ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability; iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance; iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury’s implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and 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.		
ARPA Terms, Conditions, & Records	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.	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	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.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c)	Subrecipients

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	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
	management; v. An authorized official of the Department of Justice or other law enforcement agency; vi. A court or grand jury; or vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct. 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.		
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 C – OTHER RELEVANT INFORMATION/SPECIAL CONDITIONS

1. Vendor K-9 Selection Process

The selection of the K-9s, including breed, performance, and characteristics, will be at the sole discretion of the La Marque Police Department. The vendor must provide a sufficient number of K-9s for selection by the department and will include in their proposal the approximate number of K-9s available at the time of selection.

- The vendor must make all K-9s available for review and selection based on temperament, performance, and health evaluations.
- The City of La Marque's K-9 department reserves the right to conduct performance tests to ensure the K-9 meets the department's operational needs before final selection.

2. Training Location and Travel Requirements

- The vendor is required to conduct all handler training, including both initial and maintenance training, at a location mutually agreed upon between the vendor and La Marque Police Department.
- If training occurs at a facility outside the immediate vicinity of La Marque, Texas, the vendor will be responsible for covering all costs associated with transportation, lodging, and meals for the handler and K-9 team.
- The vendor must provide detailed information on the training facility, including its location, amenities, and proximity to La Marque.

3. Ongoing Health and Performance Evaluations

- The vendor must conduct an evaluation of the K-9's health and performance prior to delivery to the department. This evaluation must be carried out by a licensed Texas veterinarian and certified K-9 training personnel.
- The La Marque Police Department reserves the right to request additional health evaluations from an independent veterinarian within 30 days of delivery.
- If any health or performance issues arise within the first year of service, the vendor must replace the K-9 at no cost to the department.

4. K-9 Retirement or Replacement

- In the event that a K-9 becomes unsuitable for service due to health, injury, or performance deficiencies, the vendor must provide a full replacement at no additional cost, under the conditions specified in the guarantee.
- The department reserves the right to retire the K-9 under the City of La Marque's existing policies for retired police animals, which includes ensuring humane treatment and retirement conditions.

5. Legal Compliance

- The vendor and La Marque Police Department must ensure that the use, training, and deployment of the K-9 complies with all relevant Texas state laws and federal regulations regarding K-9 operations, including use of force and narcotics detection.
- Any updates in legislation or court rulings that may impact K-9 use in law enforcement must be incorporated into training and operations as part of the vendor's maintenance training program.

6. K-9 Liability Insurance

- The vendor must provide proof of liability insurance covering the K-9 during the training period and during transportation to La Marque.
- The City of La Marque shall be listed as an additional insured on the vendor's policy.

7. Emergency Response and 24/7 Availability

- The vendor must provide 24/7 availability for consultation on K-9 health or performance issues during the first year of service.
- In case of emergencies, the vendor must offer support, including arranging for replacement if the K-9 is deemed unfit for service due to sudden health or injury concerns.

8. Reporting Requirements

- The vendor must provide quarterly progress reports to the La Marque Police Department during the training period, including updates on the K-9's health, training milestones, and any performance evaluations.
- After delivery, the vendor must submit annual reports regarding the K-9's health, performance, and any retraining or re-certification activities.

9. Environmental Conditioning

- The K-9 must be acclimated and conditioned to perform in Texas's unique environmental conditions, which may include high temperatures, humidity, and varying terrains. The K-9's training must prepare it for operational readiness in urban, rural, and industrial environments typical of La Marque and surrounding areas.

10. Force Majeure

In the event that unforeseen circumstances (such as natural disasters, acts of terrorism, or other force majeure events) prevent the vendor from meeting delivery or training obligations, the vendor must notify the La Marque Police Department immediately. Any delays will be handled on a case-by-case basis, with appropriate adjustments made to the project timeline if necessary.

ATTACHMENTS

THE FOLLOWING DOCUMENTS MUST BE COMPLETED AND INCLUDED IN THE RESPONSE PACKAGE:

1. ATTACHMENT A SIGNED SOLICITATION RESPONSE COVER SHEET/ACKNOWLEDGEMENT OF ADDENDA/SUBMISSION CHECKLIST
2. ATTACHMENT B PRICING SHEET
3. ATTACHMENT C SYSTEM FOR AWARD MANAGEMENT (SAM.GOV) RECORD SEARCH
4. ATTACHMENT D CUSTOMER/CLIENT REFERENCES
5. ATTACHMENT E CERTIFICATE OF INSURANCE (IF APPLICABLE)
6. ATTACHMENT F ETHICS AND CONFLICT OF INTEREST ACKNOWLEDGEMENT (OPTIONAL)
8. ATTACHMENT G TEXAS ETHICS COMMISSION CERTIFICATE OF INTERESTED PARTIES (FORM 1295)
9. ATTACHMENT H CONFLICT OF INTEREST QUESTIONNAIRE (FORM CIQ)
10. ATTACHMENT I DISCLOSURE OF LOBBYING ACTIVITIES SF-LLL CERTIFICATION
11. ATTACHMENT J BIDDER'S CERTIFICATION
12. ATTACHMENT K NON-COLLUSION AFFIDAVIT

ATTACHMENT A:

SOLICITATION RESPONSE COVER SHEET/ACKNOWLEDGMENT OF ADDENDA/SUBMISSION CHECKLIST

Title of Solicitation:	
Name of Respondent:	
Company:	
Mailing Address:	
City, State, Zip:	
Phone Number:	
Company Contact Email Address:	
Texas Vendor ID Number:	
EIN/Federal Tax Identification Number:	

ACKNOWLEDGEMENT OF ADDENDA

ADDENDUM NO.	DATE ISSUED

☐ Please check this box if no addenda were issued.

ATTACHMENT A (CONTINUED)

SOLICITATION RESPONSE COVER SHEET/ACKNOWLEDGMENT OF ADDENDA/ SUBMISSION CHECKLIST

This checklist is provided for the Respondent's use in assuring compliance with required documentation; however, it does not include all specification requirements and does not relieve the Respondent of the need to read and comply with the specifications. Your submittal of the documents attests to the fact that you have read and/or included the documents with your response.

SUBMISSION CHECKLIST

CHECK FOR COMPLETION	DOCUMENTS REQUIRED FOR SUBMISSION
☐	A. Solicitation Response Cover Sheet/Acknowledgement of Addenda/Submission Checklist
☐	B. Pricing Sheet
☐	C. System for Award Management (SAM.gov)
☐	D. Customer/Client References
☐	E. Certificate of Insurance
	F. Ethics and Conflict of Interest Acknowledgement (Optional)
N/A	G. Texas Ethics Commission Certificate of Interested Parties (Form 1295) (This is a sample and is only required to be completed by the Respondent selected for award.)
☐	H. Conflict of Interest Questionnaire (Form CIQ)
☐	Please check this box if the Respondent does not identify a conflict of interest and therefore, will not be submitting the Conflict of Interest Questionnaire Form CIQ.
☐	I. Disclosure of Lobbying Activities SF-LLL Certification (Required for all bids exceeding \$100,000)
☐	Please check this box if the bid does not exceed \$100,000.
☐	J. Bidder's Certification
☐	K. Non-Collusion Affidavit
☐	

The Respondent's authorized agent must sign this document to acknowledge having read this solicitation carefully and completely, including the list of addenda, and that the information submitted is true and correct.

AUTHORIZED AGENT NAME:	
AUTHORIZED SIGNATURE:	
TITLE OF AUTHORIZED AGENT:	
DATE OF SIGNATURE:	

ATTACHMENT B: PRICING SHEET

Respondent shall complete and submit the following pricing sheet with the bid response package. The Entity reserves the right to make an award on the basis of low bid in the interest of the Entity and to reject any and all bid items in the sole discretion of the Entity.

ITEM	DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENSION
1	Entity should enter the description and quantity of the services/products as contained in the Scope of Work in Exhibit A			\$	\$
2				\$	\$
3				\$	\$
4				\$	\$
5				\$	\$
TOTAL FIRM FIXED PRICE					\$
6	DELIVERY – Number of calendar days for delivery after receipt of the order:			XX calendar days	
Name of Firm:					
IFB #:					
IFB Name:					

AUTHORIZED AGENT – SIGNATURE AND CONTACT INFORMATION

The Respondent's authorized agent must sign this document to acknowledge they read this solicitation carefully and completely, and the information submitted is true and correct.

SIGNATURE OF AUTHORIZED AGENT:	
PRINTED NAME OF AUTHORIZED AGENT:	
TITLE OF AUTHORIZED AGENT:	
DATE OF SIGNATURE:	

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

This project is funded by Coronavirus State and Local Fiscal Recovery Funds which requires all contractors and vendors to be in good standing according to SAM.gov and the Texas State Comptroller's office.

Verification of SAM.gov Status

1. Respondent must not be suspended or debarred at the time of the proposal submittal. The proposal response package must include a completed Non-Debarment Certification Form located **on the next page** herein.
2. All Respondents must be pre-vetted for eligibility to perform the outlined ARPA funded scope of work. A printed screenshot from the SAM.gov website verifies whether the Vendor is excluded from contract participation at the federal level.

Contract Award

The ARPA Award Recipient must verify the SAM.gov status of the Respondent(s) selected for contract award prior to execution of the contract as stated in the Non-Debarment Certification Form. The final verification of the Respondent's SAM.gov status is completed prior to contract award, and in addition to the initial verification documentation provided with the proposal response submittal.

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

NON-DEBARMENT CERTIFICATION FORM

COMPANY/ENTITY LEGAL NAME:

STREET ADDRESS:

CITY:

STATE:

ZIP:

CONTACT NAME:

CONTACT EMAIL:

CONTACT PHONE:

*UEI #

**TIN #

*Subrecipients are required to have a Unique Entity Identifier (UEI) Number prior to an award. 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. **Beneficiary Entities are required to have UEI and/or TIN.

APPLICABLE REGULATIONS: As stated in the ARPA/SLFRF Terms & Conditions: "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."

Also, Federal Executive Order (E.O.) 12549: "Debarment" 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: www.sam.gov

Be advised that we may pursue available remedies per 2 CFR 180.360 as an ARPA recipient entity: "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."

[INITIAL]

CERTIFICATION & SIGNATURE

We hereby certify that we are not excluded, disqualified, or debarred from receiving federally funded awards.

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 this agreement's termination and/or the repayment of funds.

Your signature certifies that the information provided on this form is correct and 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.

SIGNATURE

PRINTED NAME & TITLE

DATE

FOR DEPARTMENT USE ONLY

SAM Debarment/Certification Record of Clearance

Yes [] No []

Note:

State of Texas Debarred Vendor List Cleared

Yes [] No []

Note:

Verified By:

Yes [] No []

Date:

ATTACHMENT D: CUSTOMER/CLIENT REFERENCES

Respondents shall use Attachment D to describe a minimum of three (3) and maximum of five (5) references for jobs, and corresponding references, completed within last five (5) years.

Respondent's Name: _____

The references shall illustrate recent experience successfully completing work of a similar nature and scope as the work described in this IFB. This form may be modified as needed to comply with the requirement to document company information. ***Failure to return this attachment (or a reasonable facsimile) may result in the proposal being considered non-responsive. Failure to provide references may result in the proposal being considered non-responsive.***

REFERENCE 1:

Company Name:	
Company Address:	
Contact Name/Title/Phone:	
Contact Email:	
Contract Award Date:	
Contract Completion Date:	
Contract Project Name:	
Brief Description of Services:	

REFERENCE 2:

Company Name:	
Company Address:	
Contact Name/Title/Phone:	
Contact Email:	
Contract Award Date:	
Contract Completion Date:	
Contract Project Name:	
Brief Description of Services:	

REFERENCE 3:

Company Name:	
Company Address:	
Contact Name/Title/Phone:	
Contact Email:	
Contract Award Date:	
Contract Completion Date:	
Contract Project Name:	
Brief Description of Services:	

REFERENCE 4:

Company Name:	
Company Address:	
Contact Name/Title/Phone:	
Contact Email:	
Contract Award Date:	
Contract Completion Date:	
Contract Project Name:	
Brief Description of Services:	

REFERENCE 5:

Company Name:	
Company Address:	
Contact Name/Title/Phone:	
Contact Email:	
Contract Award Date:	
Contract Completion Date:	
Contract Project Name:	
Brief Description of Services:	

ATTACHMENT E: CERTIFICATE OF INSURANCE
(PROPOSAL RESPONDER SUPPLIES INSURANCE WITH THE PROPOSAL PACKAGE)

INSURANCE REQUIREMENTS

If requested, the Respondent shall supply an original, certified copy of an insurance certificate listing **the Entity** as additional insured. The successful Respondent will be required to maintain, at all times during performance of the contract, the insurance detailed below. Failure to provide this insurance certificate within the specified amount of time may result in disqualification of bid.

- a. Workers' Compensation Insurance as required by laws and regulations applicable to and covering employees of Contract engaged in the performance of the work under this agreement with a limit of not less than \$1,000,000.00.
- b. Employers' Liability Insurance protecting Responder against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master-servant relationship with a limit of not less than \$1,000,000.00.
- c. Comprehensive General Liability Insurance including products/completed operation with limits of liability of not less than: Bodily Injury \$1,000,000.00 per each person, \$2,000,000.00 per each occurrence/aggregate; Property Damage \$1,000,000.00 per each occurrence;
- d. Excess Liability Insurance Comprehensive General Liability, Comprehensive Automobile Liability and coverages afforded by the policies above, with the minimum limits of \$_____ excess of specified limits.

ATTACHMENT F: ETHICS AND CONFLICT OF INTEREST ACKNOWLEDGEMENT

Public servants are expected to conduct themselves impartially and in a manner that inspires public confidence, while ensuring that responsible contractors have fair and equal access to governmental procurement.

The City of La Marque is committed to protection of government integrity, while also facilitating the recruitment and retention of the skilled personnel necessary to support its operations. To achieve this objective, The City of La Marque has established standards of ethical conduct and conflict of interest policies and expects all vendors, contractors, and subrecipients to adhere to the same core principles as described below.

To achieve these standards, it is essential that those doing business with the City of La Marque also observe the ethical standards prescribed here.

I acknowledge that it is a breach of ethics to attempt to influence any public employee, elected official, or department head to violate the standards of ethical conduct set forth in this code.

I further acknowledge that it is a breach of ethics for any employee of City of La Marque or a vendor doing business with the City of La Marque to participate directly or indirectly in a procurement when the employee or vendor knows that:

- A. The employee or any member of the employee's immediate family or household has a substantial financial interest in a company responding to a City of La Marque procurement.
- B. A business or organization in which the employee or any member of the employee's immediate family has a financial interest pertaining to the procurement.

I understand that it is a breach of ethics to offer, give, or agree to give any employee of City of La Marque, or for any employee to solicit, demand, accept, or agree to accept from a vendor, a gratuity of consequence or any offer of employment in connection with any decision, approval, disapproval, recommendation, preparation, or any part of a program requirement or purchase request influencing the content of specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or controversy, any particular matter pertaining to any program requirement, contract or subcontract, or to any solicitation or proposal therefore pending before City of La Marque.

I acknowledge that it is a breach of ethics for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for City of La Marque as an inducement for the award of a contract or order.

I certify that I have read and understand the ethical standards set forth by City of La Marque and agree to comply with them in all business dealings with the City of La Marque.

SIGNATURE, VENDOR AUTHORIZED REPRESENTATIVE

COMPANY

PRINTED NAME, TITLE

DATE

(TO BE COMPLETED BY THE AWARDED VENDOR PRIOR TO CONTRACT EXECUTION)

Form provided by Texas Ethics Commission

ATTACHMENT H: CONFLICT OF INTEREST QUESTIONNAIRE (FORM CIQ)

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.	OFFICE USE ONLY	
1 Name of vendor who has a business relationship with local governmental entity.		
2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
3 Name of local government officer about whom the information is being disclosed. Name of Officer		
4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary. A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor? ☐ Yes ☐ No B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity? ☐ Yes ☐ No		
5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.		
6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).		
7 Signature of vendor doing business with the governmental entity Date		

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

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

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

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

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

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

- (2) the vendor:

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

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

or

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

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

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

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

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

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

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

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

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

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

- (1) the date that the vendor:

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

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

- (2) the date the vendor becomes aware:

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

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

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

ATTACHMENT I: DISCLOSURE OF LOBBYING ACTIVITIES
SF-LLL 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 of Lobbying Activities," in accordance with its instructions.
- (c) The undersigned shall require that the language in paragraphs (a) and (b) 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, _____ (insert business name), 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	
NAME OF AUTHORIZED AGENT	
TITLE OF AUTHORIZED AGENT	
DATE	

DISCLOSURE OF LOBBYING ACTIVITIES – INSTRUCTIONS

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

1. Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. Status of Federal Action: ☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award	3. Report Type: ☐ a. initial filing ☐ b. material change
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, <i>if known:</i> Name: Street Address: City, State, Zip: Congressional District, if known:		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Name: Street Address: City, State, Zip: Congressional District, if known:
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, <i>if applicable:</i> _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10a. Name and Address of Lobbying Registrant Name (First, MI, Last): Street Address: City, State, Zip:	10b. Individuals Performing Services <i>(including address if different from No. 10a)</i> Name (First, MI, Last): Street Address: City, State, Zip:	
11. Information requested through this form is authorized by Title 31 U.S.C., Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
Signature: _____ Name: _____ Title: _____ Telephone: _____ Date: _____		
Federal Use Only		Authorized for Local Reproduction Standard Form – LLL (Rev. 7-97)

ATTACHMENT J: BIDDER'S CERTIFICATION

In accordance with Texas Government Code Sections 2252.001 through 2252.004 (relating to bids by nonresident contractors), the pertinent portion of the Act has been extracted and is as follows:

1. "Nonresident bidder" refers to a person who is not a resident.
2. "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the greater of the following:

1. the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located; or
2. the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which a majority of the manufacturing relating to the contract will be performed.

I certify that _____ (Company Name) is a

☐ **Resident bidder of Texas** as defined in Section 2252.001(4), Texas Government Code,

OR

☐ **Nonresident bidder** as defined in Section 2252.001(3), Texas Government Code, and our principal place of business is located at _____ (City and State).

Note: If the Respondent is an out-of-state company, a Certificate of Authority from the Secretary of State to do business in Texas must be provided.

SIGNATURE	
NAME OF AUTHORIZED AGENT	
TITLE OF AUTHORIZED AGENT	
DATE	

ATTACHMENT K: NON-COLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT

STATE OF TEXAS §
 §
COUNTY OF _____ §

By the signature below, the signatory for the bidder certifies that neither he/she 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 _____ on
the _____ day of _____, 20_____ on behalf of said bidder.

Notary Public in and for the
State of Texas

My commission expires: _____

APPENDIX I – SAMPLE CONTRACT

SAMPLE CONTRACT – INVITATION FOR BID NON-CONSTRUCTION ONLY

CITY OF LA MARQUE

AMERICAN RESCUE PLAN ACT (ARPA) PROGRAM

GENERAL SERVICES, SUPPLIES, AND/OR EQUIPMENT CONTRACT

Vendor Name	Vendor Name
Vendor Unique Entity Identifier (UEI) if available	XXXXXXXXXXXXXX
Period of Performance Start Date	August 8, 2023
Period of Performance End Date	August 30, 2026
Amount of Federal Funds Obligated by this Agreement	\$000,000
Assisted Listing Number (ALN) 21.027	FAIN # RCP-056096

INTRODUCTION

THIS CONTRACT for General Services, Supplies, and/or Equipment (“Contract”) is made and entered into this [Date], by and between City of La Marque, Texas, hereinafter referred to as the “Entity” and [Vendor Name], hereinafter referred to as the “Vendor.” Entity and Vendor are sometimes each referred to as a “Party” and collectively “Parties.”

The following recitals are incorporated in and made a part of this Contract.

WHEREAS, on March 11, 2021, President Biden signed the U.S. Senate-amended H.R. 1319 (P.L. 117-2) known as the American Rescue Plan Act (hereinafter “ARPA”); and

WHEREAS, under ARPA Section 603 (c)(1)(A) and (3) and the Final Rule 31 CFR 35.6, recipients may use Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) to allocate funds for the provision of government services and/or make necessary investments in water, sewer, and broadband infrastructure; and

WHEREAS, the Entity has determined that it has the objective of providing services to its residents; and

WHEREAS, the Entity has been awarded ARPA funds by the U.S. Department of the Treasury (“Treasury”) which have been distributed to the Entity from ARPA for covered costs and eligible expenses to be incurred during the period which began on March 3, 2021 (the date ARPA became law) until December 31, 2024 (to be fully expended by December 31, 2026); and

WHEREAS, the Entity desires to disburse funds to the Vendor to perform certain services or provide certain supplies or equipment in connection therewith as set forth in this Contract and in the Scope of Services attached hereto; and

WHEREAS, Vendor has represented to the Entity that it is duly qualified, eligible, and willing to provide the services identified herein and in the Scope of Services attached hereto.

NOW, THEREFORE, in consideration of the foregoing recitals and the terms and conditions set forth herein, the Parties hereto do mutually agree as follows:

SECTION 1. CONTRACT ADMINISTRATION

SECTION 1.1 CONTACT INFORMATION & NOTICES

For the purposes of this Contract, the Entity's Representative listed below will serve as the primary point of contact for the Vendor. All required reports and communication shall be directed to this liaison and other local personnel as appropriate. The Vendor shall designate a Representative to act on Vendor's behalf for all purposes, including execution of Change Orders and Requests for Payment.

Any notice or communication required or permitted to be given under this Contract must be in writing. The initial contact information of the parties, which one party may change by giving written notice to the other party, are as follows:

Entity Name	City of La Marque	Vendor Name	
Entity Address 1		Vendor Address 1	
Entity Address 2		Vendor Address 2	
Entity Representative for Project		Vendor Representative for Project	
Name		Name	
Title		Title	
Phone		Phone	
Email		Email	
Entity Billing Contact		Vendor Billing Contact	
Name		Name	
Title		Title	
Phone		Phone	
Email		Email	

SECTION 1.2 PARTS INCORPORATED

Parts Incorporated. In addition to the Exhibits identified below which are incorporated into this Contract, it is understood and agreed that additional terms of this Contract are to be performed in accordance with the proposal documents (scope of work, images, and specifications), submitted proposal response and related exhibits, affidavits, addendums, statutory requirements, and the ARPA Terms & Conditions.

<u>Exhibits</u>	
Exhibit A1	Scope of Work
Exhibit A2	Payment & Pricing Schedule
Exhibit A3	Request for Payment
Exhibit B	ARPA Required Contract Provisions
Exhibit C	Other Relevant Information/Special Conditions for Construction
Exhibit D	Insurance Certificate
Exhibit E	Bid, Performance, and Payment Bonds
Exhibit F	Eligibility Verification (SAM.gov)
Exhibit G	Certificate of Interested Parties (Form 1295)

SECTION 1.4 CONTRACT DOCUMENTS

By reference, the Contract Documents consist of:

- a. This Contract and all exhibits listed, contained, or referenced in this Contract.
- b. All Addenda issued before the Effective Date of this Contract;
- c. All Alternates accepted by the Entity before the Effective Date of this Contract;
- d. All Change Orders issued after the Effective Date of this Contract; and
- e. The response submitted by Vendor in response to the IFB issued by Entity for this Project.

The Contract and Exhibit Documents form the entire and integrated Contract between Entity and Vendor, and supersede all prior negotiations, representations, or agreements, written or oral. To the extent of any conflict between Vendor’s Proposal and any other Contract Document, the Contract Documents shall govern.

If there is an irreconcilable difference between or among the various documents that make up the Contract Documents, the interpretation that provides for a higher quality of material and/or workmanship will prevail over all other interpretations.

1.4.1 Term of Contract and Delivery Schedule – Commencement of Work

Entity shall issue a Notice to Proceed (NTP) identifying the date for commencement of the Work. Vendor shall achieve substantial completion of the Work within ____ calendar days after the commencement date; as such completion date may be extended by approved Change Orders. THE TIME SET FOR COMPLETION OF THE WORK IS AN ESSENTIAL ELEMENT OF THE CONTRACT. In any event, all of the services required and performed hereunder shall be completed no later than _____.

1.4.2 Pre-Existing Conditions

Vendor acknowledges that it has been provided access to the existing improvements and conditions on the Project site and that it has thoroughly investigated those conditions. Vendor’s investigation was instrumental in preparing its bid to perform the Work. Vendor shall not make or be entitled to any adjustment to the Contract Time or the Contract Sum

arising from Project conditions that the Vendor discovered or, in the exercise of reasonable care, should have discovered in Vendor's investigation.

1.4.3 Liquidated Damages

Vendor and Entity agree that a breach of this Contract as to completion time will cause damage to the Entity, but further agree that such damage cannot be accurately measured. Therefore, the Parties agree that \$100.00 shall be subtracted from the Contract amount for each and every calendar day that the Work or any portion of the Work remains uncompleted after the expiration of the time period specified in the Notice to Proceed, or as extended by a change order.

1.4.4 Dispute Resolution

Disputes arising under the Contract shall be submitted to a process of resolution pursuant to alternative dispute resolution practices, such as mediation, binding arbitration, or non-binding arbitration pursuant to industry standards, prior to being submitted to a court for adjudication. It is understood that the Entity shall have the right to request mediation if services being provided are deemed deficient in any way.

1.4.5 Acquisition, Merger, Sale and/or Transfer of Business, etc.

It is understood by all parties that if, during the life of the Contract, the Vendor disposes of his/her business concern by acquisition, merger, sale, and or/transfer or by any means conveys his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new vendor will be required to submit all documentation/legal instruments that were required in the original bid/contract. Any change shall be approved by the Entity, who retains the right to reject the transfer of the contract.

1.4.6 Termination of Contract For Cause

This Contract may be terminated by the Entity for cause, including any nonperformance by the Vendor; failure of the Vendor to fulfill in a timely and proper manner its obligations under this Contract; or violation of any of the covenants, agreements, or stipulations of the Contract, upon thirty (30) days' written notice to Vendor including a statement of the reasons, therefore. The determination of the Entity as to the cause of termination and the appropriateness thereof shall be final and binding upon both Entity and Vendor. Cause for termination shall include any material failure by Vendor to comply with any terms of this Contract.

- a. In such event, all finished or unfinished services, documents, data, maps, studies, surveys, drawings, models, photographs, and reports prepared by the Vendor under this Contract shall, at the option of the Entity, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.
- b. Notwithstanding the above, the Vendor shall not be relieved of liability to the Entity for damages sustained by the Entity by virtue of any breach of this Contract by the Vendor, and the Entity may withhold any payments to the Vendor for the purposes of set-off until such time as the exact amount of damages due the Entity from the Vendor is determined.
- c. The Vendor agrees to indemnify and hold the Entity harmless from any liability to subcontractors or suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the Contract by the Entity under this provision.
- d. In case of default by the Vendor, the Entity may procure the goods or services from other sources and hold the Vendor responsible for any excess cost.
- e. Continuation of the terms of the Contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the Entity reserves the right to cancel the Contract.
- f. If this Contract is terminated for cause, excluding funding discontinuance or disapproval, Vendor shall have the

right to attempt to cure its failure during the thirty (30) day period prior to termination to the satisfaction of the Entity at the Entity's sole discretion.

1.4.7 Termination of Contract For Convenience of the Entity

The Entity may terminate this Contract at any time by giving at least thirty (30) days' notice in writing to the Vendor. If the Vendor is terminated by the Entity as provided herein, the Vendor will be paid for actual services provided or delivered purchases that are determined acceptable at the sole discretion of the Entity, less payments of compensation previously made. Vendor

1.4.8 Post Expiration and Termination Procedures

Upon expiration or in the event of a prior termination, all remaining and unspent ARPA funds, shall immediately become the sole and separate property of the Entity and the Vendor shall perform all acts and execute all instruments necessary to transfer and assign such funds to the Entity. All finished or unfinished documents, data, studies, reports, and work products prepared by the Vendor under this Contract or with grant funds shall, at the option of the Entity, become Entity's property.

1.4.9 Transitional Period

In the event services are terminated by contract expiration or by voluntary termination by either the Vendor or the Entity, the Vendor shall continue all terms and conditions of said Contract for a period not to exceed thirty (30) days at the Entity's request.

1.4.10 Ownership of Material

The Entity shall retain all of its rights and interest in any and all documents and property, both hard copy and digital furnished by the Entity to the Vendor for the purpose of assisting the Vendor in the performance of this Contract. All such items shall be returned immediately to the Entity at the expiration or termination of the Contract or completion of any related services pursuant thereto, whichever comes first. None of the documents and/or property shall, without the written consent of the Entity, be disclosed to others or used by the Vendor or permitted by the Vendor to be used by their parties at any time except in the performance of the resulting Contract. Ownership of all data, materials and documentation originated and prepared for the Entity pursuant to this Contract shall belong exclusively to the Entity. All data, reports, computerized information, programs, and materials related to this Project shall be delivered to and become the property of the Entity upon completion of the Project. The Vendor shall not have the right to use, sell, or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the Entity.

SECTION 1.5 CONTRACT SUM AND PAYMENTS

The Vendor shall be compensated per the schedule below. Payment to the Vendor shall be based on satisfactory completion of identified services and/or deliverables and payment/invoicing terms as stated in the IFB, or as mutually agreed upon and contained in this Contract. Payment is expressly contingent upon the availability of ARPA funding.

1.5.1 Contract Sum

Entity shall pay Vendor for performance of its obligations under this Contract, including the Base Proposal and Alternate Proposals (if any), the sum of [Spelled out dollar amount here] (\$000,000.00), and make payment in accordance with the provisions of this Section.

1.5.2 Payment & Pricing Schedule

A Payment & Pricing Schedule (see **Exhibit A2**) subdividing the Project into its respective parts (f needed), and which includes values for all items comprising the Project will serve as the basis for payments made to Vendor.

1.5.3 Vendor's Payment Obligations

Vendor shall promptly pay all bills for labor and material performed and furnished by others in connection with this Contract.

- a. Firm shall submit an invoice upon completion of each milestone. Deliverables will be considered complete only upon inspection and written acceptance by the Entity. Each invoice shall include deliverable(s) completed and the price for each. **The final request for reimbursement must be received by no later October 30, 2024 at 10:00 AM CST.**

1.5.4 Request for Payment

As instructed, all payment requests must be submitted on the Request for Payment (See **Exhibit A3**) including required attachments. Notwithstanding the certification of Vendor's payment requests, the Entity or its Representative will independently review Vendor's payment requests and make a determination as to the amount properly payable to Vendor.

1.5.5 Offsets; Deductions; Withholding

- a. Entity is an agency of the State of Texas and materials and services utilized in the provision of services or purchases may be exempt from state and local taxes. Vendor is responsible for taking full advantage of all tax exemptions applicable to the Project. Entity will deduct from the Requests for Payment and from the Request for Final Payment any taxes paid for materials or services that were entitled to tax exemption.
- b. Amounts assessed as liquidated damages per the above Section of this Contract and other amounts to which Entity is entitled by way of setoff or recovery, if any, shall be deducted from any amounts due Vendor.
- c. Notwithstanding any other contractual provision to the contrary, Entity may withhold any payment from Vendor to the extent reasonably required to protect Entity interests under any of the following circumstances: failure to perform work in accordance with Contract Documents; insufficient documentation in Application for Payment; failure to pay subcontractors, employees, hired laborers or materials suppliers; failure to obtain, renew or maintain insurance coverage as required in this Contract; failure to meet schedule requirements or other scenarios that causes the Entity, in good faith judgment, to determine that the remaining balance will not be sufficient to complete the Work in accordance with this Contract. The right to withhold payment is contingent on giving Vendor a minimum of seven (7) calendar days' written notice of specific defects or defaults and an opportunity to cure same, and on Vendor's failure to cure or to take diligent steps to cure within such seven (7) calendar days.

1.5.6 Final Payment

Vendor's request for Final Payment must not be made until all Work is completed, all requirements of the Vendor Documents have been satisfied, and Vendor delivers the services or equipment.

SECTION 2. ENTITY RESPONSIBILITIES

SECTION 2.1 GENERAL

- a. Entity will cooperate in a timely manner in providing information regarding its requirements.
- b. Entity will review and provide final approval of the general schedule, setting the plan for milestone dates and completion or delivery.
- c. If the Entity has actual knowledge of any fault or defect or non-conformance with the Specifications, the Entity shall give prompt written notice of such fault, defect, or non-conformance to Vendor.
- d. The Entity may designate one or more inspectors of its own who will be given access to the Work as requested or needed. The provision of such inspectors will not reduce or lessen in any respect Vendor's responsibilities for the Work.
- e. The Entity may furnish or obtain all legal, accounting, auditing, and insurance counseling services for itself as may be necessary for the Project.

SECTION 3. SCOPE OF WORK

SECTION 3.1 GENERAL

Vendor has overall responsibility for and shall furnish all materials, equipment, tools, and labor necessary and reasonably inferable to complete the Work, or any phase of the Work, in accordance with Entity's requirements and the terms of the Contract Documents, including the Drawings, Specifications, Addenda, details, and other documents prepared by Vendor and listed in the attached Exhibits, if applicable.

Vendor's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Entity nor shall Vendor be released from any liability by reason of such approval by Entity, it being understood that Entity at all times is ultimately relying upon Vendor's skill and knowledge in performing the services required hereunder.

SECTION 3.2 PROJECT CONTROL

Vendor shall supervise and direct the Work and shall be solely responsible for means, methods, techniques, sequences, and procedures for the Work. Vendor shall promptly correct any defective or non-conforming Work at Vendor's sole expense and without cost to Entity.

SECTION 3.3 SUBVENDORS

Vendor shall award and enter into all Subcontracts necessary and appropriate to provide all labor and materials for the scope of work.

- a. Vendor shall monitor the Work of the Subcontractors as required and coordinate such Work with a goal to attain Substantial Completion not later than the date for Substantial Completion and at a cost not to exceed the Contract Sum.
- b. Upon request, Vendor shall provide Entity with complete, unaltered copies of all Subcontracts, and all amendments thereto.

SECTION 3.4 HUB SUBCONTRACTING PLAN

Vendor shall comply with the requirements of the HUB Subcontracting Plan and shall not make any changes to the HUB Subcontracting Plan without Entity's written approval.

SECTION 3.5 KEY TASKS

- a. Provide services and purchase of equipment in accordance with delivery schedules and other prescribed timelines herein.
- b. Provide a warranty on all purchased equipment.
- c. Provide excellent customer service. Firm shall be responsive to requests and communicate on a regular basis with the Entity.
- d. Provide and maintain all original and copies of supporting documentation.
- e. Furnish progress reporting as determined or requested by the Entity.
- f. Support and assist the Entity during state/federal monitoring or auditing activities, including providing financial information, reports, and other requests that may be required.

SECTION 3.6 SCHEDULING

Vendor is solely responsible for delivery of the services/equipment in accordance with the Contract Documents on or

before the date specified in the Schedule.

SECTION 3.7 NON-CONFORMING WORK

Entity may reject any defective or non-conforming Work on the Project of which Entity becomes aware and Vendor shall promptly correct any such defect at Vendor's own cost without increasing the Contract Sum. Upon discovering that any portion of the Work does not conform with Entity's design concept and/or requirements, including the Design Guidelines and Standard Specifications, due to an error or omission in any Construction Document materials prepared or furnished by or on behalf of Vendor, Vendor shall promptly correct such condition at no additional cost to Entity. If Vendor refuses or fails to correct (or improperly corrects) any such condition within a reasonable time after notice, Entity may cause the condition to be corrected and offset the cost of such correction against any monies owed to Vendor; provided, however, if no monies are owed Vendor at the time the condition is discovered or at the time the condition is corrected by Entity, Vendor shall promptly reimburse the Entity for all expenses incurred to correct the condition. Vendor shall warranty all corrective Work, whether performed by or through Vendor or by a third party retained by Entity in accordance with the immediately preceding sentence due to Vendor's refusal or failure to correct properly any non-conforming Work.

SECTION 3.8 INDEMNIFICATION

Vendor covenants and agrees to indemnify, hold harmless and defend, at its own sole expense, the Entity and its officers, agents, servants, and employees from and against any and all claims or suits for property loss or damage and/or personal injury, including death, to any and all persons, of whatsoever kind or character, whether real or asserted, arising out of or in connection with the execution, performance, attempted performance, or nonperformance of the services under this Contract and/or the operations, activities, and services of the activities described herein; and Vendor hereby assumes all liability and responsibility of the entity and its officers, agents, servants, and employees for any and all claims or suits for property loss or damage and/or personal injury, including death, to any and all persons, of whatsoever kinds or character, whether real or asserted, arising out of or in connection with the execution, performance, attempted performance, or nonperformance of the services or this Contract and/or the operations, activities, and services described herein. Vendor likewise covenants and agrees to and does hereby indemnify and hold harmless entity from and against any and all injury, damage, or destruction of property of entity, arising out of or in connection with all acts or omissions of Vendor, its officers, members, agents, employees, contractors, subcontractors, invitees, licensees, and project participants. Vendor agrees to and shall release Entity, its agents, employees, officers, and legal representatives from all liability for injury, death, damage, or loss to persons or property sustained in connection with or incidental to performance of the services under this Contract.

Vendor shall require all of its contractors and subcontractors to include in its contracts and subcontracts a release and indemnity in favor of the Entity in substantially the same form as above. The indemnity and liability release provided for above shall not apply to any liability resulting from the sole negligence or fault of the Entity, its officers, agents, employees or separate Vendors, and in the event of joint and concurring negligence or fault of the Entity and Vendor, responsibility and indemnity, if any, shall be apportioned in accordance with the laws of the State of Texas, without waiving any governmental immunity available to the entity under Texas law and without waiving any defenses of the parties under Texas law.

The provisions of this section are solely for the benefit of the parties and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity. This section survives termination or expiration of this Contract.

SECTION 3.9 INSURANCE & BONDING

If applicable, Vendor shall provide Insurance and Bid, Performance, and Payment Bonds as prescribed by Entity in the Solicitation documentation and included here as **Exhibit D** and **Exhibit E**.

SECTION 4. REQUIRED PROVISIONS

The Vendor shall comply with the following items:

SECTION 4.1 TERMS AND CONDITIONS

The Vendor agrees to comply with the requirements of Section 503 of the American Rescue Plan Act (ARPA), regulations adopted by Treasury pursuant to Section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Vendor also specifically agrees to comply with the ARPA Terms & Conditions attached to this Contract in **Exhibit B**.

SECTION 4.2 DEBARMENT AND SUSPENSION

Vendor has provided proof of registration, active/good standing, and non-debarment status in the System for Award Management. Should this status change, the Vendor must notify the Entity immediately.

SECTION 4.3 ASSURANCES OF COMPLIANCE WITH TITLE VI

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

SECTION 4.4 LOBBYING CERTIFICATION & DISCLOSURE

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.

SECTION 4.5 ETHICS MATTERS

Vendor and its employees, agents, representatives, and subcontractors have read and understand the Entity's Conflict of Interest Policy, State of Texas Standards of Conduct and Conflict of Interest Provisions available at [Government Code Chapter 572: Personal Financial Disclosure, Standards of Conduct, and Conflict of Interest \(state.tx.us\)](https://www.state.tx.us/govcode/572), and applicable state ethics laws and rules available. Neither Vendor nor its employees, agents, representatives, or subcontractors will assist or cause Entity employees to violate the Conflict of Interest policies, provisions described by State of Texas Standards of Conduct and Conflict of Interest Provisions, or applicable state ethics laws or rules.

SECTION 4.6 MAINTENANCE AND ACCESS TO RECORDS

The Vendor shall maintain records and financial documents sufficient to evidence in compliance with Section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

The Treasury Office of Inspector General, the Government Accountability Office and the Texas Office of the State Comptroller, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of the Vendor in order to conduct audits or other investigations and all records shall be made available upon request. Records shall be maintained by the Vendor for a period of five (5) years after all funds have been expended or returned to the Treasury, whichever is later.

SECTION 5. MISCELLANEOUS PROVISIONS

SECTION 5.1 GENERAL

- a. In any case one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- b. If any action at law or in equity is necessary to enforce or interpret the terms of this Contract, the prevailing party

shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

- c. This Contract may be amended by mutual agreement of the parties hereto and a writing to be attached to be incorporated into this Contract.
- d. Licenses, Permits, Taxes, Fees, Laws, and Regulations
 - i. Vendor warrants that it will obtain, maintain in effect, and pay the cost for all licenses, permits, or certifications that may be necessary for Vendor's performance of this Contract.
 - ii. Vendor will be responsible for the payment of all taxes, excises, fees, payroll deductions, employee benefits (if any), fines, penalties or other payments required by federal, state, or local law or regulation in connection with Vendor's performance of this Contract.
 - iii. Vendor will comply with and will be responsible for requiring its officers and employees to comply with all applicable federal, state, and local laws and regulations, and the rules and regulations of the Entity.

SECTION 5.2 CAPACITY TO PERFORM

By execution of this Contract, Vendor is certifying that they have the capacity to perform and complete the Scope of Work as provided.

SECTION 5.3 LIMITATION OF LIABILITY

Except for the obligation of Entity to pay Vendor certain fees, costs, and expenses to the extent expressly set forth in this Contract, the Entity shall have no liability to Vendor or to anyone claiming through or under Vendor by reason of the execution or performance of this Contract. Notwithstanding any obligation or liability of Entity to Vendor, no present or future partner or affiliate of the Entity or any agent, officer, director, or employee of the Entity or anyone claiming under the Entity, has or shall have any personal liability to Vendor or to anyone claiming through or under Vendor by reason of the execution or performance of this Contract.

SECTION 5.4 ASSIGNMENT

This Contract is a personal service contract for the services of Vendor, and neither Vendor's interest in this Contract (including, but not limited to Vendor's fees due hereunder), nor Vendor's duties hereunder may be assigned or delegated to a third party except as specifically set forth in this Contract.

SECTION 5.5 GOVERNING LAW AND VENUE

The Vendor 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.

Additionally, all applicable local government codes for the State of Texas also apply to this Contract. All equipment, supplies, and work furnished under this Contract shall comply with applicable laws, ordinances, and regulations. Vendor shall obtain and pay for such permits and inspections as are required for the legal performance of this work, unless otherwise specified. Vendor shall comply with all federal and state laws and Entity's Ordinances and Codes applicable to the Vendor's operation under this Contract. These Specifications and the Contract resulting here from shall be fully governed by the laws of the State of Texas and shall be fully performable in City of La Marque (Entity Name), Texas, where venue for any proceeding arising hereunder will lie.

This Contract will be governed by the laws of the State of Texas without reference to its conflicts of law provisions. Venue for any suits arising from this Contract will be in a court of competent jurisdiction in Galveston County, Texas.

SECTION 5.6 WAIVERS

No delay or omission by either Party in exercising any right or power accruing upon the non-compliance or failure of performance by the other Party of any provision of this Contract or the Contract Documents will impair any such right or power or be construed to be a waiver thereof. A waiver by either Party of any of the covenants, conditions, or agreements of this Contract or any of the Contract Documents to be performed by the other party will not be construed to be a waiver of any subsequent breach of this Contract or the Contract Documents or of any other covenant, condition or agreement contained in this Contract or the Contract Documents.

SECTION 5.7 SEVERABILITY

If any provision of this Contract is for any reason be held invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision of this Contract and this Contract will be construed as if such invalid or unenforceable provision had not been included herein.

SECTION 5.8 NEW LAWS

Parties agree that if there is a change in any laws, rules, or regulations affecting the performance related to this Contract and enacted after the Effective Date of this Contract, the Parties will enter into good faith negotiations to renegotiate the affected terms of this Contract.

BY: _____
(Entity Official)

(Printed Name)

(Title)

(Date)

BY: _____
(Vendor’s Authorized Representative)

(Printed Name)

(Title)

(Date)

SECTION 6. EXHIBITS

FOLLOWING DOCUMENTS MUST BE COMPLETED AND ATTACHED TO THE CONTRACT:

Exhibit A1	Scope of Work
Exhibit A2	Payment & Pricing Schedule
Exhibit A3	Request for Payment
Exhibit B	ARPA Required Provisions (ARPA Terms & Conditions)
Exhibit C	Other Relevant Information
Exhibit D	Insurance Certificate (if applicable)
Exhibit E	Bid, Performance, and Payment Bonds (if applicable)
Exhibit F	Eligibility Verification (SAM.gov)
Exhibit G	Certificate of Interested Parties (Form 1295)

Exhibit A1 – Scope of Work

To be populated with solicitation Scope of Work

Exhibit A2 – Payment & Pricing Schedule

The terms for payment for the contract are as follows:

Payment Schedule:

Payment will be made within 30 days of a Request for Payment and only after delivery of all services and/or purchases and acceptance by the Entity.

Pricing Schedule:

Prices for all goods and/or services shall be all inclusive.

Entity is an agency of the State of Texas and materials and services utilized in the provision of services or purchases may be exempt from state and local taxes. Vendor is responsible for taking full advantage of all tax exemptions applicable to the Project. Entity will deduct from the Requests for Payment and from the Request for Final Payment any taxes paid for materials or services that were entitled to tax exemption.

Lump Sum Price: Vendor shall provide pricing in the table below to complete the scope of services contained in **Exhibit A1**, Scope of Work, in accordance with the specifications contained in this document. Costs include all applicable services (i.e. labor, materials, profit, bonding, insurance, permitting, general conditions, and other costs) to provide a turnkey product.

(Note to Entity: Component pricing should be based on the identified components of the scope of work contained in **Exhibit A1**). An example is provided below:

SCOPE OF WORK	PRICE
	\$
	\$
	\$
	\$
TOTAL LUMP SUM PRICE (TOTAL OF ABOVE LINE ITEMS)	\$

Exhibit A3 – Request for Payment

Project Name:			
Vendor Name:			
Date of Request:			
Contact Name:			
Contact Phone:		Contact Email:	

Item for Payment	Description	Unit Cost or Percent Complete	# of Units	Total Amount
TOTAL				

X	Attachments

Submitted By	
Name and Title	
Signature	

CERTIFICATION: I certify that this Request for Payment contains costs associated with the provision of services in accordance with the terms of the contract. I also certify that all required documentary evidence has been submitted along with the Request for Payment as instructed, including any documentation associated with requirement to pay prevailing wages.

By signing this Request for Payment, I certify to the best of my knowledge and belief that information provided in this Request is true, complete, and accurate. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

WARNING: Section 1001 of Title 18 U.S. code makes it a criminal offense to make willful, false statements or misrepresentation of any material fact involving the use of or obtain federal funds.

Exhibit B – ARPA Required Provisions

2 CFR 200.327 Contract provisions. The Non-Federal entity's contracts should contain applicable provisions described in Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. The Non-Federal entity's contracts must contain the provisions described in Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, as applicable.

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	2 CFR 200 Appendix II (A-L)		
>\$250,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908 , must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.	2 CFR 200 APPENDIX II (A)	Contractor RFP/IFB Contractor RFQ Subrecipients
>\$10,000	All contracts in excess of \$10,000 must address termination for cause and for convenience by the Non-Federal entity including the manner by which it will be affected and the basis for settlement.	2 CFR 200 APPENDIX II (B)	Contractor RFP/IFB Contractor RFQ Subrecipients
None	Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." 41 CFR 60-1.4 Equal opportunity clause. (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: 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: During the performance of this contract, the contractor agrees as follows: (9) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.	2 CFR 200 APPENDIX II (C) and 41 CFR §60-1.4(b)	Contractor RFP/IFB Contractor RFQ Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	(10) 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. (11) 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. (12) 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. (13) 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. (14) 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. (15) 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. (16) 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: 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. The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The [recipient] agrees that it will assist and cooperate actively with the administering		

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	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. 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.		
>\$10,000,000 for ARPA but State Provision Applies at any amount and/or >\$2,000 for CDBG/Braided Funds Projects See TX Prevailing Wage Laws	Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$10,000,00 awarded by Non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The Non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The Non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Non-Federal entity must report all suspected or reported violations to the Federal awarding agency.	2 CFR 200 APPENDIX II (D)	Contractor RFP/IFB Subrecipients
>\$100,000	Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the Non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These	2 CFR 200 APPENDIX II (E)	Contractor RFP/IFB Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	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

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	See 2 CFR §200.323 - Procurement of Recovered Materials. 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. 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. ii. 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— 1. Competitively within a timeframe providing for compliance with the contract performance schedule; 2. Meeting contract performance requirements; or 3. At a reasonable price. iv. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program. v. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the "Solid Waste Disposal Act."	2 CFR 200 APPENDIX II (J)	Contractor RFP/IFB Contractor RFQ Subrecipients
	See 2 CFR §200.216 - Prohibition on certain telecommunications and video surveillance services or equipment (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (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). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or	2 CFR 200 APPENDIX II (K)	Contractor RFP/IFB Contractor RFQ Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	controlled by, or otherwise connected to, the government of a covered foreign country. (b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. (c) See Public Law 115-232, section 889 for additional information. (d) See also § 200.471.		
	See 2 CFR §200.322 - Domestic Preferences for Procurements. (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. (b) For purposes of this section: (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. (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.	2 CFR 200 APPENDIX II (L)	Contractor RFP/IFB Contractor RFQ Subrecipients
	Additional 2 CFR 200 references & Other Regulations		
None	The Federal awarding agency must establish conflict of interest policies for Federal awards. The Non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.	2 CFR 200.112	Contractor RFP/IFB Contractor RFQ Subrecipients
None	Contracting with HUB, small and minority businesses, women’s business enterprises, and labor surplus area firms. (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. (b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women’s business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;	2 CFR 200.321	Contractor RFP/IFB Contractor RFQ Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.		
>\$10,000	An NFE (Non-Federal Entity) that is a state agency or an agency of a political subdivision of a state, and the NFE's contractors must comply with Section 6002 of the Solid Waste Disposal Act. Applicable NFEs must include a contract provision requiring compliance with this requirement. This includes contracts awarded by a state agency or political subdivision of a state and its contractors for certain items, as designated by the EPA, with a purchase price greater than \$10,000. Indian Tribal Governments and nonprofit organizations are not required to comply with this provision. Additional requirements are listed below.	2 CFR 200.323	Contractor RFP/IFB Contractor RFQ Subrecipients
None	Financial records, supporting documents, statistical records, and all other Non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon Non-Federal entities. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations. The only exceptions are the following: (a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations. (b) When the Non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period. (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition. All records related to ARPA shall be maintained for 5 years per the ARPA terms and conditions and regulations. (d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the Non-Federal entity All records related to ARPA shall be maintained for 5 years per the ARPA terms and conditions and regulations. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations. (e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the Non-Federal entity's fiscal year in which the program income is earned. (f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such	2 CFR 200.334	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	as computer usage chargeback rates or composite fringe benefit rates). (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. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations. (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. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations.		
None	The Federal awarding agency and the Non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the Non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not 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.	2 CFR 200.336	Contractor RFP/IFB Contractor RFQ Subrecipients
None	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.	Texas Government Code 2252.152	Contractor RFP/IFB Contractor RFQ Subrecipients
>\$100,000	PROVISION REQUIRED IN CONTRACT. (a) This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.	Texas Government Code 2271	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
For Critical Infrastructure Projects	PROHIBITION ON CONTRACTS WITH CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE. PROHIBITED CONTRACTS. (a) A governmental entity may not enter into a contract or other agreement relating to critical infrastructure in this state with a company:	Texas Government Code, Title 10, Subtitle F, Chapter 2274.0102	Subrecipients EC 6.1 Awardees

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	(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 (2) if the governmental entity knows that the company is: (A) owned by or the majority of stock or other ownership interest of the company is held or controlled by: (i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; or (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 (B) headquartered in China, Iran, North Korea, Russia, or a designated country. (b) The prohibition described by Subsection (a) applies regardless of whether: (1) the company's or its parent company's securities are publicly traded; or (2) the company or its parent company is listed on a public stock exchange as: (A) a Chinese, Iranian, North Korean, or Russian company; or (B) a company of a designated country.		
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
ARPA Terms & Conditions			
ARPA Terms, Conditions, & Records	1. Use of Funds. a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing. 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.	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; Section 602(b),	Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
		603(b) and/or 603(c) as applicable	
ARPA Terms, Conditions, & Records	4. Maintenance of and Access to Records 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. 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. 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.	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	5. Pre-award Costs. Pre-award costs, as defined in 2 CFR § 200.458, may not be paid with funding from this award.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.	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	7. Cost Sharing. Cost sharing or matching funds are not required to be provided by 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	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.	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	9. Compliance with Applicable Law and Regulations. 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. b. Federal regulations applicable to this award include, without limitation, the following: 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 Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award. ii. Universal Identifier and System for Award Management (SAM), 2 CFR Part 25,	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
	pursuant to which the award term set forth in Appendix A to 2 CFR Part 25 is hereby incorporated by reference. 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. 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. 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. vi. Governmentwide Requirements for Drug-Free Workplace, 31 CFR Part 20 (Subrecipients Only). vii. New Restrictions on Lobbying, 31 CFR Part 21. viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations. ix. Generally applicable federal environmental laws and regulations. c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following: i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 CFR Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance; ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability; iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance; iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and 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.		
ARPA Terms, Conditions, & Records	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.	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	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.	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	12. False Statements. Recipient understands that making false statements or claims in	Section 9901 of the American Rescue	Contractor RFP/IFB Contractor RFQ

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
Records	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.	Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	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. c. 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. d. 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; v. An authorized official of the Department of Justice or other law enforcement agency; vi. A court or grand jury; or	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
	vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct. 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.		
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 C – Other Related Information

To be inserted

Exhibit D – Insurance Certificate

To be inserted

Exhibit E – Bid, Performance, and Payment Bonds

To be inserted

Exhibit F – Eligibility Verification (SAM.gov)

Vendor to provide a dated printout of their active status without exclusions from SAM.gov website

Exhibit G – Certificate of Interested Parties (Form 1295)

Form 1295 (Certificate of Interested Parties) must be completed on the Texas Ethics Commission's website as part of this project prior to contract execution. Form 1295 can be accessed here: <https://www.ethics.state.tx.us/filinginfo/1295/> and must be returned with the certification number assigned after completion

CITY OF LA MARQUE

1111 BAYOU ROAD, LA MARQUE, TEXAS 77568

INVITATION FOR BIDS (IFB) COMPETITIVE PROCUREMENT FOR GENERAL SERVICES, SUPPLIES, AND/OR EQUIPMENT

This IFB is being supported
by federal award number RCP-056096
allocated to the

CITY OF LA MARQUE

under the

American Rescue Plan Act (ARPA)

Coronavirus State and Local Fiscal Recovery Funds (SLFRF)

by the U.S. Department of the Treasury



Prepared By: Police Department

Procurement reference number 2481

American Rescue Plan Act (ARPA) Invitation for Bids (IFB)

October 1, 2024

Re: Invitation for Bids (IFB) for 25-50 Body-Worn Cameras funded with Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Allocated Under the American Rescue Plan Act (ARPA). This project is being supported, in whole or in part, by the U.S. Department of the Treasury, in utilizing the U.S. Department of The Treasury Coronavirus State and Local Fiscal Recovery Funds (ARPA) program and is subject to all applicable Federal and State laws and regulations.

Dear Vendor:

The City of La Marque, hereinafter called "Entity", has received an allocation of American Rescue Plan Act (ARPA) funds, and is issuing an Invitation for Bids (IFB) for a general purchases and supplies contract. The item(s) are being solicited to assist the Entity in completing and implementing programs and/or projects funded with its allocation of ARPA funds.

The Sole Point of Contact for this solicitation may provide information regarding this IFB. Refer to the **Schedule of Events and Selection Summary** in Section 1 of this document for response details.

Respondent is responsible for ensuring that their IFB response is received in a timely manner and that it contains all elements of the IFB, including all required forms and any addendums issued. Respondent should complete the Solicitation Response Cover Sheet/Acknowledgement of Addenda/Submission Checklist contained in Attachment A and all other requirements identified in the IFB. IFB responses received after the deadline will not be opened and therefore not evaluated or considered for award, regardless of whether or not the delay was outside the control of the submitting provider. City of La Marque reserves the right to negotiate with providers submitting timely responses in accordance with state and federal procurement requirements, to reject any and all bids, and to select multiple respondents if it deems it's in the best interest of the Entity and/or desires to do so.

The Entity is an Affirmative Action/Equal Opportunity Employer. Minority Business Enterprises, Small Business Enterprises, Women Business Enterprises, and Labor Surplus Area firms are encouraged to submit bids.

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INVITATION FOR BID – GENERAL INFORMATION

SECTION 1 – SCHEDULE OF EVENTS AND SELECTION SUMMARY

1.1 SCHEDULE OF EVENTS – ALL DATES ARE TENTATIVE

- 1.1.1 The Entity reserves the right to change dates at any time. At the sole discretion of the Entity, events listed in Section 1 are subject to scheduling changes and cancellation. The Entity will make public any changes to the stated schedule.
- 1.1.2 All requests, questions, or other communication about this solicitation shall be made in writing and addressed to the Entity's Sole Point of Contact listed in Section 1. Only the Sole Point of Contact may be contacted regarding required elements for this IFB.
- 1.1.3 Respondent must review all documents and information in the *Exhibits* section and complete the required documents in the *Attachments* section and return with the signed bid sheet to the Entity's Sole Point of Contact.

SCHEDULE OF EVENTS	
RFP NOTICE DATE:	October 1, 2024
VENDOR QUESTIONS DUE:	October 15, 2024, + 5:00 PM CT
QUESTIONS ANSWERED BY:	October 22, 2024, + 5:00 PM CT
BID DUE DATE:	October 31, 2024, + 10:00 AM CT
BID OPENING DATE:	October 31, 2024, + 11:30 AM CT
ESTIMATED AWARD DATE:	November 18, 2024
RESPONSE REQUIREMENTS	
The Entity will allow written questions and requests for clarification of this solicitation. Questions must be submitted by email to the Sole Point of Contact listed below. Respondents' names will be removed from questions in any responses released.	
SOLE POINT OF CONTACT NAME:	City Clerk
ADDRESS:	1111 Bayou Rd, City of La Marque, TX. 77568
EMAIL:	Bids@cityoflamarque.org
PHONE:	409-938-9259

SUBMISSION OF PROPOSALS (1 Original and Two (2) Copies)

If mailed or hand-delivered, sealed proposals (an original and two (2) copies) should be submitted on the original forms provided. Each response must be sealed and should be placed

in a properly identified envelope with the Respondent's Name, IFB number, and time/due date of RFP.	
For mail or hand-delivery , deliver the response and all attachments to:	
NAME:	-
TITLE:	City Clerk
ADDRESS:	1111 Bayou, La Marque, TX., 77568

1.2 SELECTION OF RESPONDENT(S)

1.2.1 The Entity intends to select Respondent(s) that best meet the needs of the Entity and that provide the best overall value. The Entity reserves the right to award multiple contracts from the finalist pool of successful Respondent(s). Respondents will be rated and ranked according to the evaluation criteria set forth below.

1.2.2 The Entity reserves the right to check references on any projects performed by the Respondent, whether provided by the Respondent or known by the Entity.

1.2.3 The Entity is not required to accept the lowest cost proposal.

1.2.4 See SECTION 4 – EVALUATION CRITERIA, for additional information on how Respondents will be evaluated and selected.

SECTION 2 – INTRODUCTION AND GENERAL CONDITIONS

2.1 GENERAL DESCRIPTION OF THE SCOPE OF WORK (SOW) – SEE SECTION 3 AND EXHIBIT A FOR SOW DETAILS

The Entity has received an allocation of American Rescue Plan Act (ARPA) funds and is issuing an Invitation for Bids (IFB) for a general purchases and supplies contract. The item(s) are being solicited to assist the Entity in completing and implementing programs and/or projects funded with its allocation of ARPA funds.

This solicitation includes purchase of:

2.1.1 **General Description:** 25-50 Body Worn Cameras for Police Officers. See exhibit A for further details.

2.1.2 The scope of work includes all labor, materials, goods and/or services necessary to provide the purchased items, including any installation specified in **Exhibit A**. The respondent shall submit a written copy of all warranty information prior to final acceptance by Entity.

- 2.1.3 **REFERENCED BRAND EXAMPLE:** Catalogs, brand names or manufacturer's references are descriptive only and indicate type and quality desired. Proposals on brands of like nature and quality will be considered. If proposing other than the referenced brands/model number, Respondent must show manufacturer, brand or trade name, product number and provide complete descriptive information of product offered and include with response. Failure to take exception to specifications or reference data will require Respondent to furnish specified brand names, numbers, etc.

2.2 CONSIDERATION OF AWARD

To be considered for award, Respondents must adhere to the requirements, when applicable to Vendors, as set forth in **Exhibit B**, the ARPA Required Provisions, and provide all other required information and documentation as set forth in this solicitation.

2.3 CONTRACT AWARD

The Entity may award a Firm Fixed Price Contract. A Respondent's proposal must be responsive to this solicitation and include all required documents as instructed in the solicitation and listed in the *Solicitation Response Cover Sheet/Acknowledgement of Addenda/Submission Checklist (Attachment A)*.

2.4 TERM OF PURCHASE CONTRACT

The Contract or Purchase Order shall be effective upon date of execution (signed by the Entity designee), shall contain terms and conditions for the purchase, including delivery date and delivery location, and shall expire upon delivery and final acceptance by the Entity. A sample contract is available for review at **Appendix I**.

2.5 BID ACCEPTANCE

- 2.5.1 Proposals must be received, time stamped or otherwise acknowledged before the specified hour and date. Late submittals WILL NOT be considered under any circumstances. The Entity will not be held responsible for any solicitation response that is mishandled prior to receipt by the Entity. The Entity will not be responsible for any technical issues that result in late delivery, inappropriately identified documents, or other submission error that may lead to disqualification (including substantive or administrative) or nonreceipt of the respondent's response.
- 2.5.2 The Entity reserves the right to accept or reject any and all proposals, to accept any proposal deemed advantageous and to waive irregularity in the proposals. By submitting a response, the Respondent acknowledges and will adhere to all specifications as stated within this procurement packet.
- 2.5.3 Bids CANNOT be altered or amended after the due date. Any alterations made before the due time must be initialed by Respondent or authorized agent. No response may be withdrawn after due date without approval and based on a written acceptable reason.
- 2.5.4 The Entity reserves the right to revise or amend the specifications prior to the due date. Such revisions or amendments, if any, will be announced by amendments or addendums to these specifications. Copies of such amendments or addendums so issued will be posted to the Entity's bidding websites. If Respondent demonstrates just reason for a change, the Entity must have at least five (5) working days' notice prior to submission due date.
- 2.5.5 In the event that Respondent finds discrepancies in or omissions from the specifications or other documents or be in doubt as to their meaning, Respondent should at once notify the Entity Sole Point of Contact and obtain clarification prior to submitting a response.

- 2.5.6 All Respondents must meet or exceed the minimum specifications to be considered a valid response. The Entity reserves the right to accept or reject all or any part of any response, waive minor technicalities and award the contract either to the lowest responsible Respondent or to the Respondent who provides goods or services at the best value for the Entity.
- 2.5.7 The Respondent agrees to protect the Entity from claims involving infringement of patents or copyrights.

PROPRIETARY OR CONFIDENTIAL INFORMATION; TEXAS PUBLIC INFORMATION ACT: Any proprietary, trade secret, or otherwise confidential information Respondent includes in its Proposal must be clearly labeled as proprietary or confidential information, and Respondent must identify the specific exception to disclosure in the Public Information Act (PIA). Merely making a blanket claim that the entire Proposal is protected from disclosure because it contains some proprietary information is not acceptable and shall make the entire Proposal subject to release under the PIA. Any information which is not clearly identified as proprietary or confidential shall be deemed to be subject to disclosure pursuant to the PIA.

Information, documentation, and other material in connection with this Response or any resulting Contract may be subject to public disclosure under the Texas PIA, Chapter 552 of the Texas Gov't Code.

- 2.5.8 There is no guarantee a contract will be awarded. The Entity reserves the right to cancel this IFB at any time.
- 2.5.9 All proposals become public documents and are subject to public review (upon request and as allowed by law). The submission of an IFB response will constitute representation by the Respondent that it understands and has complied with the requirements of the IFB. Submission of a response indicates the IFB information provided was sufficient in scope and detail to convey understanding of anticipated terms and conditions for performance of the work.
- 2.5.10 IFB Respondents assume all costs of preparation of the proposal. IFB responses become the property of the Entity.

2.6 PROHIBITED COMMUNICATION

On issuance of this solicitation, except for the written inquiries described in Section 2.6 above, the Entity, its representative(s), or partners will not answer any questions or otherwise discuss the contents of this solicitation with any potential respondent. This restriction does not preclude discussions between affected parties for the purposes of conducting business unrelated to this solicitation. Failure to comply with these requirements may result in disqualification of respondent's solicitation response.

2.7 TERMINATION CONDITIONS

See Contract at **Appendix I** for Termination Conditions.

2.7.1 FAILURE TO ENTER INTO A CONTRACT

Should the Selected Respondent ("Vendor"), to whom the contract is awarded, fail to enter into a contract within twenty-one (21) business days, the Entity may then, at its option, retain the Vendor's bid deposit/bond (if required) and accept the bid of the next lowest responsible bidder.

SECTION 3 – SCOPE OF WORK/TECHNICAL SPECIFICATIONS

3.1 MINIMUM REQUIREMENTS

- 3.1.1 The selected Vendor shall have no convictions or civil judgments preceding nor thereafter this solicitation rendered against Respondent for 1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; 2) violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- 3.1.2 The selected Vendor shall not ever have been indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated above.
- 3.1.3 Where applicable, Vendor's staff must meet and maintain current certifications and or licensure requirements as mandated by state law or the appropriate licensing authority.
- 3.1.4 Vendor must not be debarred at the time of response submission, and prior to award of a contract, the System for Award Management (SAM.gov) and the Texas Comptroller's website will be checked to ensure Vendor is not debarred. If the Vendor is debarred, the Vendor's proposal will not be evaluated.

3.2 SCOPE OF SERVICES Construct

- 3.2.1 **The required products or services shall be provided in accordance with attached Exhibits:**

- **Exhibit A:** Project Scope of Work
- **Exhibit B:** ARPA Required Provisions
- **Exhibit C:** Other Relevant Information

- 3.2.2 **Work Orders**

During the term of any contract awarded, the Entity may request the Vendor to perform certain tasks as described in the scope, subject to a specific work order authorization. All work authorizations shall be in writing, signed by all parties, and shall include a scope of services, a list of tasks to be performed, a time schedule, a list of deliverables and such other information or special conditions as may be necessary for the work requested.

- 3.2.3 **Condition of Product:** New Equipment ONLY; NO re-manufactured or "gray market" items. All items must be covered by the manufacturer's warranty. The unit(s) shall be made ready for continuous operation upon delivery. Respondent is cautioned that any unit delivered to the FOB point that does not meet specifications in every aspect will not be accepted.
- 3.2.4 **All Parts:** All parts not specifically mentioned which are necessary for the unit to be complete and ready for operation or which are normally furnished as standard equipment shall be furnished by the vendor. All parts shall conform in strength, quality, and workmanship to the accepted standards of the industry.
- 3.2.5 **Manuals:** Manuals containing illustrated parts list and operating and service instructions for the units shall be delivered with units. Manuals shall outline all necessary service and operating instructions for the units delivered and provide necessary warning and safety precautions.

3.2.6 Warranty Requirements: The units shall be warranted against defects in material and workmanship for a standard manufacturer's warranty and shall cover 100% parts and labor for the units. Vendor shall furnish warranty and a list of warrantied repair companies to the Entity at time of delivery. The warranty begins on the date the units are determined to meet specifications and accepted by the Entity.

3.3 DELIVERY AND ACCEPTANCE

3.3.1 Freight Charges: Shipping shall be FOB destination; therefore, unit prices must include all shipping, handling, fuel surcharges, and delivery fees.

3.3.2 Delivery Schedule: Recommended delivery not to exceed ninety (90) calendar days from date of award; delivery terms may be a factor in determining award. Respondent must contact the Entity point of contact to schedule delivery date and time. Respondent shall provide a minimum forty-eight (48) hours' notice prior to delivery.

3.4 DELIVERY CONTACT(S): Respondent shall contact the Entity for delivery a minimum of one (1) week in advance to coordinate delivery.

Delivery Contact Name:	City Clerk
Phone:	409-938-9259
Email:	bids@cityoflamarque.org

3.5 REGISTRATION AND TITLING (when applicable): Permanent registration and titling will be performed by the Entity. **DO NOT REGISTER ITEM.** Respondent shall supply, as applicable, dealer's tag for item for sixty (60) days from date of delivery. The original Certificate of Origin (COO) or Manufacturer's Statement of Origin (MSO) as well as the most current version of TXDMV Form 130U or Application for Texas Title with signature shall be submitted with an invoice to the Entity.

3.6 DELIVERY DELAYS: If delay is foreseen, Respondent shall give written notice to the Entity and must keep the Entity advised of status of order at all times. Default in promised Delivery Days After Receipt of Order (ARO) without accepted reasons or failure to meet specifications authorizes the Entity to cancel contract/Purchase Order.

3.7 COMPLIANT PRODUCTS: Delivery does not occur until the Respondent delivers products, materials, or services in full compliance with the specifications to Entity's FOB destination, unless delivery is specifically accepted, in whole or in part, by the Entity. Providing products, materials, or services which do not meet all specification requirements does not constitute delivery. Entity reserves the right to require new delivery or a refund in the event that materials or products not meeting specifications are discovered after payment has been made. **NO SUBSTITUTIONS PERMITTED WITHOUT WRITTEN APPROVAL OF THE ENTITY.**

3.8 ACCEPTANCE: All equipment ordered will be subject to acceptance inspection and performance testing upon receipt. Acceptance inspection and performance testing will not take more than five (5)

working days, weather permitting. Respondent will be notified within this time frame of any units not delivered in full compliance with the purchase order specifications. In the event the goods tested fail to meet or exceed all conditions and requirements of the solicitation and Contract, the goods will be rejected in whole or in part, at the State's Entity's option, and returned to the Vendor or held for disposition at the Vendor's expense. Latent defects may result in cancellation of the Contract at no expense to the Entity.

3.9 RECORD KEEPING

3.9.1 Respondents shall provide, enter, or upload all documentation, communications, and records including all permits, certifications, warranties, and approvals regarding all provided services/products as instructed by the Entity.

3.9.2 Respondents shall maintain records of all events that affect, or may be expected to affect the quality, scope, or progress of the services. All records shall be retained for a period of **five (5) years** following the closeout of the Entity's federal grant.

3.9.3 Insurance

3.9.3.1 If applicable, an original, certified copy of an Insurance Certificate listing the Entity as additional insured, must be submitted with the Respondent's submittal (**see Attachment E for requirements**). The successful Respondent will be required to maintain at all times during performance of the Contract, the insurance detailed below.

3.9.3.2 Workers' Compensation Insurance

3.9.3.3 Employers' Liability Insurance

3.9.3.4 Comprehensive General Liability Insurance

3.9.3.5 Excess Liability Insurance, Comprehensive General Liability Insurance, Comprehensive Automobile Liability Insurance

3.10 TERMS AND CONDITIONS

3.10.1 **Indemnity Clause** – The Respondent agrees to indemnify and save harmless the Entity and its officers, agents, and employees from any and all claims, causes or action, and damages of every kind, for injury to or death of any person and damages, to property arising out of or in connection with the work done by Respondent under this contract, and including acts or omissions of the Entity or its officers, agents, or employees in connection with said contract.

3.10.2 **Equal Opportunity Employer** – The successful Respondent shall warrant and agree that he/she is an Equal Opportunity Employer. Should complaints of any form of discrimination, either in dispensation of the service, or within company hiring policies be substantiated, this contract may be terminated immediately.

3.10.3 **Assignment** – The successful Respondent may not assign, sell, or otherwise transfer this contract without prior written consent of the Entity.

3.10.4 **Compliance with Laws** – The Respondent 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.

3.10.4.1 Additionally, all applicable local government codes for the State of Texas also apply to this

contract. All equipment, supplies and work furnished under this contract shall comply with applicable laws, ordinances, and regulations. Respondent shall obtain and pay for such permits and inspections as are required for the legal performance of this work, unless otherwise specified. Respondent shall comply with all federal and state laws and Entity's ordinances and codes applicable to the Respondent's operation under this contract. These specifications and the contract resulting here shall be fully governed by the laws of the State of Texas and shall be fully performable in Galveston County, Texas, where venue for any proceeding arising hereunder will lie.

- 3.10.5 **Silence of Specifications** – The apparent silence of specifications as to any detail, or the apparent omission from it or a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality shall be used. All interpretations of specifications shall be made on the basis of this statement. The Respondent should request clarification from the Entity as specified in this document.

SECTION 4 – EVALUATION CRITERIA

4.1 RESPONSIVENESS OF QUALIFICATIONS SUBMISSION:

Pass/Fail

Qualifications submission shall be responsive to all material requirements that shall enable the evaluation committee to evaluate responses in accordance with the evaluation criteria to make a recommendation to Officials of the Entity.

4.2 FINANCIAL STABILITY OF RESPONDENT:

Pass/Fail

Financial stability of the Respondent to successfully undertake the project and the ability to ensure performance over the duration of the contract.

4.3 TECHNICAL REQUIREMENTS:

100 Points Total

Extent to which the provided service or products meets the needs of the Entity, including, but not limited to, the criteria in the evaluation matrix and in the submission requirements section and as expressed in this document.

4.4 EVALUATION CRITERIA AND RATING SHEET:

Solicitation responses shall be evaluated in accordance with Part 200 of the Uniform Administrative Requirements, Cost Principles, Audit Requirement, and Chapter 2269 of the Texas Government Code. The Entity will make the selection on the basis of demonstrated competence and qualifications; and to a Respondent that provides a fair and reasonable price.

The Entity evaluates the responses, prepares a Bid Tabulation sheet, determines the award on the basis of fair and reasonable pricing considered to be the Best Value to the Entity.

Only responses submitted in compliance with the **Schedule of Events + Response Requirements** section and meeting qualifications will be considered. Failure to submit the required information may be cause for rejection of the bid response. The Entity reserves the right to waive informalities and minor irregularities in bids received.

Initial Compliance Screening

The Entity will perform an initial screening of all solicitation responses received. Unsigned solicitation responses, and solicitation responses that do not meet the minimum qualifications above and/or do not include all required forms and information may be subject to rejection without further evaluation.

Additional Evaluation Criteria

All solicitations will be evaluated based on Responsiveness and Price. Responsiveness means adhering to the Terms and Conditions and specifications of the supplies requested. If Respondent(s) who has the lowest price is deemed to be non-responsive, Entity will disqualify the offer and evaluate the response of the next lowest priced responsive Respondent.

Evaluation Process: *The Entity’s Evaluator(s) completes a Rating Sheet using the criteria described below. The bid submitted must be a firm-fixed price.*

Rating Sheet

EVALUATION CRITERIA	SCORE
Responsiveness of Proposal	Pass/Fail
Financial Stability	Pass/Fail
Understanding of Work; Experience and Qualifications	20
Capacity to Perform, Delivery/Service Schedule, and References	20
Pricing	60
TOTAL SCORE	100

SECTION 5 – RESPONSE SUBMISSION REQUIREMENTS

This section details the requirements for submitting all required information. Respondents are advised to see Schedule of Events + Response Requirements on Page 4 of this document, and to carefully review all the requirements and submit all documents and information as indicated in this IFB. Additional information may be requested for clarification. Incomplete responses may lead to a submission being deemed nonresponsive and will not be considered.

To ensure some degree of uniformity in the submission, please follow the outline listed below.

5.1 STATEMENT OF INTEREST

The statement of interest should be limited to a maximum of two (2) pages and must include a brief introduction of the company, a statement of the Respondent’s understanding of the work to be performed and that the company meets and will comply with the requirements set forth in this document.

5.2 EXPERIENCE AND RELEVANT QUALIFICATIONS

Respondent shall demonstrate related professional qualifications, experience, and knowledge similar to this scope of work. Response should include information similar in scope and size to the scope of work in this IFB. Limit to four (4) pages. Minimum submission shall address the following:

5.2.1 Experience – Respondents shall provide a concise narrative description of their firm’s experience in services similar in size and scope to the requested scope of services. Describe any work performed in or for the Entity. Respondents shall provide descriptions of at least three (3) projects of similar size and scope to this Program. Projects should include project location, duration and project description and scope of work the Respondent performed.

5.2.2 Relevant Qualifications – Respondents must provide a brief summary to include total number and types of employees, skills, knowledge and abilities, company background history, and number of years in providing similar services as outlined in this document.

5.3 CAPACITY TO PERFORM

Respondent should state its firm commitment to provide goods or services within the prescribed delivery date and time.

5.3.1 Work Capacity: Respondent shall provide information to demonstrate capacity to perform requested work. Respondents shall provide a detailed typical schedule to show sequence of key work activities and the number of days to complete each task.

5.3.4 If applicable, **Bonding Capacity:** Respondent(s) shall provide proof of bonding capacity in a statement addressed to the Entity from a certified bonding company authorized to do business in the State of Texas. The letter must clearly state the amount of Firm’s bonding capacity to be reserved for the Entity’s projects. Firm shall carry a minimum bonding capacity of the project value upon execution of the Contract. The bond(s) must be made payable to the Entity. In your response, please provide a statement regarding your ability to provide proof of bonding as directed in the Exhibits that follow.

5.4 FINANCIAL STABILITY

Respondent shall provide a statement that includes the following:

5.4.1 A full disclosure of any events, liabilities, or contingent liabilities that could affect Respondent’s financial ability to perform this contract; and

5.4.2 Other financial information sufficient for the Entity, in its sole judgement, to determine if Respondent is financially solvent or adequately capitalized.

5.5 LEGAL ACTIONS

Provide a list of all pending litigation and include a brief description of the reason for legal action (if applicable).

5.6 PRICING

5.6.1 Respondents shall complete and submit the Pricing Sheet (see **Attachment B**).

5.6.2 Prices for all goods and/or services shall be all inclusive. Pricing offered shall be valid for ninety (90) days from response due date.

- 5.6.3 The Entity is exempt from taxes. DO NOT INCLUDE TAX IN YOUR PRICING SUBMITTAL.
- 5.6.4 Estimated Quantities – Quantities indicated are estimated based upon the best available information. The Entity reserves the right to increase or decrease the quantities by any amount deemed necessary to meet its needs without any adjustments in the bid price.

LIST OF EXHIBITS

EXHIBIT A PROJECT SCOPE OF WORK

EXHIBIT B REQUIRED CONTRACT PROVISIONS

**EXHIBIT C OTHER RELEVANT INFORMATION/SPECIAL
CONDITIONS**

EXHIBIT A – PROJECT SCOPE OF WORK

Project Overview: The City of La Marque Police Department intends to enhance its operational capabilities and accountability by procuring 25-50 body-worn cameras (BWCs). These devices will be used by officers to record interactions with the public, thereby increasing transparency and providing valuable evidence for both internal and legal reviews.

Detailed Specifications

- **Camera Specifications:** Must include HD video capabilities, dual audio channels, low-light recording, robust data encryption, and user-friendly operations.
- **Quantity:** 25-50 units, with the flexibility to order additional units under the same pricing and terms conditions within the next fiscal year.

Price Guarantee

- **Fixed Pricing:** The vendor must guarantee fixed pricing for the initial purchase of 25-50 cameras and for any additional purchases made within 12 months of the contract signing. This guarantee includes all camera accessories, software, and necessary licensing fees.

Delivery Schedule

- **Initial Delivery:** The first batch of 25 cameras must be delivered within 90 days of the contract award.
- **Subsequent Orders:** Additional cameras, up to a total of 50, must be delivered within 90 days of placing the order, contingent upon the performance and integration success of the initial batch.

Evaluation and Acceptance

- **Trial Period:** The cameras will undergo a 90-day evaluation period upon initial deployment to assess functionality and compatibility with existing systems.
- **Acceptance:** Full acceptance of the cameras will be contingent upon successful operational testing during the trial period.

Specifications and Requirements:

- **Camera Specifications:**
 - **Video Resolution:** 1080P / 720P / 480P
 - **Video Format:** MPEG4
 - **Field of View:** 143°
 - **Battery Life:** 12+ hours
 - **Storage:** 64 GB
 - **Record Time:** Up to 70 hours
 - **Pre-Event Buffer Audio:** Configurable
 - **IP Rating:** IP67
 - **US Military Standard:** MIL-STD-810G
 - **Drop Test:** 6 ft [1.8 m]
 - **Operating Temperature:** -4° F to 122° F [-20° C to 50° C]
- **Additional Features:**
 - **HD Video and Dual Audio Channels:** Enhance low-light recording and voice clarity with automatic tuning.
 - **Wireless Activation:** Automatically start recording when specific triggers such as car door

opening, or light bar activation occur.

- **Connectivity:** Wi-Fi and Bluetooth for video streaming and metadata assignment.
- **Mobile App Compatibility:** Enable streaming, tagging, and replaying videos on mobile devices.
- **Pre-Event Buffer:** Up to 2 minutes before an event to ensure critical moments are captured.
- **Unmatched Durability:** Designed to withstand extreme weather and harsh conditions.
- **Full-Shift Battery:** Operate continuously for more than 12 hours.
- **Optional Mute Feature:** Support for dual-party consent laws.
- **In-Field Tagging:** Ability to mark important moments in video recordings.
- **Versatile Mounts:** Ensure stable mounting and optimal recording angles.

Vendor Requirements:

- **Experience and References:** Vendors must demonstrate a history of supplying similar technology to law enforcement agencies and provide at least three references.
- **Demonstration of Compliance:** Vendors must show that their products meet or exceed the listed specifications through product demonstrations or provision of detailed specification sheets.

Delivery and Implementation:

- **Delivery Schedule:** The first shipment of 25 cameras is required within 60-90 days of contract signing, with the option to scale up to 50 based on performance evaluation.
- **Implementation Support:** Comprehensive training for operational and technical staff, ongoing technical support, and warranty services for a minimum of two years.

Evaluation and Selection Criteria:

- **Compliance with Specifications:** Adherence to the technical specifications provided.
- **Cost Effectiveness:** Evaluation based on total cost including camera units, accessories, training, and long-term maintenance.
- **Vendor Reliability and Support:** Based on past performance and the robustness of support and warranty commitments.

All prices quoted must include all accessories required for normal operation, along with shipping, handling, fuel surcharges, and delivery fees, ensuring no additional costs are incurred post-procurement.

Item	Description	Quantity	Unit of Measure
1	Camera(s)	25-50	Each
2	Cables (s)	25-50	Each
3	Mount (s)	25-50	Each
4	Dock(s)	25-50	Each
5	Wall Mount(s)	25-50	Each
6	Power (Cords)	25-50	Each
7	Storage	25-50	Each
8	License(s)	25-50	Each

9	Software(s)	25-50	Each
10	Warranty(s)	25-50	Each
11	Set-Up	25-50	Each
11	Shipping, Handling, Training	25-50	Each
11	DELIVERY LOCATION:	431 Bayou Rd. La Marque, TX 77568	
12	DELIVERY SCHEDULE: PHASED PURCHASE SCHEDULE PURCHASE QUANTITIES WILL BE DECIDED NO LATER THAN 12/21/2024	PHASED PURCHASES: Purchase 1: • Quantity: 25 body-worn cameras. • Guaranteed Pricing: The vendor will guarantee pricing for future purchase options. • Delivery Schedule: The first shipment of 25 cameras is required within 60-90 days of contract signing, with the option to scale up to 50. Purchase 2: (IF DEEMED NECESSARY, BY THE CITY) • Quantity: 13 body-worn cameras. • Guaranteed Pricing: The vendor will guarantee pricing across the phased purchases. • Delivery Schedule: These will be delivered no sooner than one year unless an agreed-upon timeframe changes following the execution of the contract/purchase order. Purchase 3: (IF DEEMED NECESSARY, BY THE CITY) • Quantity: Additional 12 body-worn cameras. • Pricing Guarantee: Pricing must be guaranteed for all three cycles and any additional units deemed necessary by the City of La Marque • Delivery Schedule: These will be delivered on an agreed-upon timeframe following executing the contract/purchase order.	

- **Price Guarantee:** The vendor must ensure that pricing for all body-worn cameras is consistent and guaranteed for all specified purchasing cycles, including any subsequent units the city deems necessary.
- **Flexibility:** The city reserves the right to make purchasing decisions based on necessity and budget availability, including but not limited to exercising options for additional body-worn cameras as outlined.

EXHIBIT B – 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
	2 CFR 200 Appendix II (A-L)		
>\$250,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908 , must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.	2 CFR 200 APPENDIX II (A)	Contractor RFP/IFB Contractor RFQ Subrecipients
>\$10,000	All contracts in excess of \$10,000 must address termination for cause and for convenience by the Non-Federal entity including the manner by which it will be affected and the basis for settlement.	2 CFR 200 APPENDIX II (B)	Contractor RFP/IFB Contractor RFQ Subrecipients
None	Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." 41 CFR 60-1.4 Equal opportunity clause. (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: 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: During the performance of this contract, the contractor agrees as follows: (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and	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
	selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin. (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information. (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. (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. (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. (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. (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: 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. 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		

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	agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. 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. 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.		
>\$10,000,000 for ARPA but State Provision Applies at any amount and/or >\$2,000 for CDBG/Braided Funds Projects See TX Prevailing Wage Laws	Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$10,000,00 awarded by Non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The Non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The Non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Non-Federal entity must report all suspected or reported violations to the Federal awarding agency.	2 CFR 200 APPENDIX II (D)	Contractor RFP/IFB Subrecipients
>\$100,000	Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the Non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is	2 CFR 200 APPENDIX II (E)	Contractor RFP/IFB Subrecipients

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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 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open 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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	See 2 CFR §200.323 - Procurement of Recovered Materials. 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. 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. 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— 1. Competitively within a timeframe providing for compliance with the contract performance schedule; 2. Meeting contract performance requirements; or 3. At a reasonable price. ii. Information about this requirement, along with the list of EPA-designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program. iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the “Solid Waste Disposal Act.”	2 CFR 200 APPENDIX II (J)	Contractor RFP/IFB Contractor RFQ Subrecipients
	See 2 CFR §200.216 - Prohibition on certain telecommunications and video surveillance services or equipment (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (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). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (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	2 CFR 200 APPENDIX II (K)	Contractor RFP/IFB Contractor RFQ Subrecipients

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	owned or controlled by, or otherwise connected to, the government of a covered foreign country. (b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. (c) See Public Law 115-232, section 889 for additional information. (d) See also § 200.471.		
	See 2 CFR §200.322 - Domestic Preferences for Procurements. (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. (b) For purposes of this section: (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. (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.	2 CFR 200 APPENDIX II (L)	Contractor RFP/IFB Contractor RFQ Subrecipients
	Additional 2 CFR 200 references & Other Regulations		
None	The Federal awarding agency must establish conflict of interest policies for Federal awards. The Non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.	2 CFR 200.112	Contractor RFP/IFB Contractor RFQ Subrecipients
None	Contracting with HUB, small and minority businesses, women’s business enterprises, and labor surplus area firms. (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. (b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women’s business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;	2 CFR 200.321	Contractor RFP/IFB Contractor RFQ Subrecipients

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	(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.		
>\$10,000	An NFE (Non-Federal Entity) that is a state agency or an agency of a political subdivision of a state, and the NFE's contractors must comply with Section 6002 of the Solid Waste Disposal Act. Applicable NFEs must include a contract provision requiring compliance with this requirement. This includes contracts awarded by a state agency or political subdivision of a state and its contractors for certain items, as designated by the EPA, with a purchase price greater than \$10,000. Indian Tribal Governments and nonprofit organizations are not required to comply with this provision. Additional requirements are listed below.	2 CFR 200.323	Contractor RFP/IFB Contractor RFQ Subrecipients
None	Financial records, supporting documents, statistical records, and all other Non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon Non-Federal entities. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations. The only exceptions are the following: (a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations. (b) When the Non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period. (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition. All records related to ARPA shall be maintained for 5 years per the ARPA terms and conditions and regulations. (d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the Non-Federal entity All records related to ARPA shall be maintained for 5 years per the ARPA terms and conditions and regulations. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations. (e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the Non-Federal entity's fiscal year in which the program income is earned. (f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting	2 CFR 200.334	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors

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	computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates). (1) <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. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations. (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. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations.		
None	The Federal awarding agency and the Non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the Non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not 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.	2 CFR 200.336	Contractor RFP/IFB Contractor RFQ Subrecipients
None	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.	Texas Government Code 2252.152	Contractor RFP/IFB Contractor RFQ Subrecipients
>\$100,000	PROVISION REQUIRED IN CONTRACT. (a) This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.	Texas Government Code 2271	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
For Critical Infrastructure Projects	PROHIBITION ON CONTRACTS WITH CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE. PROHIBITED CONTRACTS. (a) A governmental entity may not enter into a contract or other agreement relating	Texas Government Code, Title 10, Subtitle F, Chapter 2274.0102	Subrecipients EC 6.1 Awardees

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	to critical infrastructure in this state with a company: (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 (2) if the governmental entity knows that the company is: (A) owned by or the majority of stock or other ownership interest of the company is held or controlled by: (i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; or (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 (B) headquartered in China, Iran, North Korea, Russia, or a designated country. (b) The prohibition described by Subsection (a) applies regardless of whether: (1) the company's or its parent company's securities are publicly traded; or (2) the company or its parent company is listed on a public stock exchange as: (A) a Chinese, Iranian, North Korean, or Russian company; or (B) a company of a designated country.		
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
ARPA Terms & Conditions			
ARPA Terms, Conditions, & Records	1. Use of Funds. a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing. 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.	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.	Subrecipients

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		117-2; Section 602(b), 603(b) and/or 603(c) as applicable	
ARPA Terms, Conditions, & Records	4. Maintenance of and Access to Records 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. 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. 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.	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	5. Pre-award Costs. Pre-award costs, as defined in 2 CFR § 200.458, may not be paid with funding from this award.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.	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	7. Cost Sharing. Cost sharing or matching funds are not required to be provided by 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	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.	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	9. Compliance with Applicable Law and Regulations. 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. b. Federal regulations applicable to this award include, without limitation, the following: 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	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
	exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award. ii. Universal Identifier and System for Award Management (SAM), 2 CFR Part 25, pursuant to which the award term set forth in Appendix A to 2 CFR Part 25 is hereby incorporated by reference. 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. 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. 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. vi. Governmentwide Requirements for Drug-Free Workplace, 31 CFR Part 20. vii. New Restrictions on Lobbying, 31 CFR Part 21. viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations. ix. Generally applicable federal environmental laws and regulations. c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following: i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury’s implementing regulations at 31 CFR Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance; ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability; iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance; iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury’s implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and 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.		
ARPA Terms, Conditions, & Records	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.	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	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.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c)	Subrecipients

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	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
	management; v. An authorized official of the Department of Justice or other law enforcement agency; vi. A court or grand jury; or vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct. 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.		
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 C – OTHER RELEVANT INFORMATION/SPECIAL CONDITIONS

1. Compliance with Local, State, and Federal Laws

- The vendor must ensure all supplied body-worn cameras and associated services comply with all applicable local, state, and federal laws, including but not limited to:
 - Privacy Laws: All operations must adhere to the Texas Privacy Act, HIPAA (where applicable), and any relevant federal privacy regulations concerning data handling and citizen privacy.
 - Public Records Laws: Compliance with the Texas Public Information Act, ensuring that all recordings can be accessed or withheld from public release according to state guidelines.
 - Law Enforcement Standards: Conformity with the Texas Commission on Law Enforcement (TCOLE) standards for equipment used in law enforcement activities.

2. Data Security and Privacy

- Robust data security measures are required, including encryption of data in transit and at rest, compliant with the Criminal Justice Information Services (CJIS) Security Policy.

3. Training Requirements

- Vendor-provided training must comply with TCOLE guidelines for the use of technological equipment in law enforcement settings.

4. Technical Support and Maintenance

- The Service Level Agreement (SLA) must outline the vendor's compliance with industry standards for uptime and maintenance, including specifics such as ISO/IEC 27001 for information security management.

5. Warranty Conditions

- Warranties must comply with the Uniform Commercial Code as adopted in Texas, ensuring goods are free from material defects for a minimum of two years from delivery.

6. Product Evaluation and Acceptance

- Evaluation procedures must include compliance testing with Federal Communications Commission (FCC) regulations concerning electronic devices.

7. Termination Clauses

- Termination clauses must include provisions for compliance failures with the Americans with Disabilities Act (ADA) and the Rehabilitation Act, ensuring accessibility in technology deployment.

8. Modifications and Amendments

- Any contract modifications must be in line with changes in relevant Texas statutes or federal regulations affecting the procurement and use of surveillance technology.

9. No Exclusivity

- This condition ensures compliance with antitrust laws, promoting fair competition and preventing monopolistic practices.

10. Ethical Standards and Conflict of Interest

- The vendor must adhere to the Texas Government Code on Ethics in Public Service, which includes transparency in transactions and disclosures of conflicts of interest.

11. Public Disclosure

- The contract, pricing, and performance data must be available for public review to the extent required under the Texas Public Information Act.

12. Environmental Considerations

- The vendor is encouraged to comply with the Environmental Protection Agency (EPA) guidelines for electronic waste and the Resource Conservation and Recovery Act to minimize the environmental impact.

13. Insurance Requirements

- The vendor must provide proof of insurance that meets or exceeds the minimum requirements specified by Texas state law for liability and data breach coverage.

ATTACHMENTS

THE FOLLOWING DOCUMENTS MUST BE COMPLETED AND INCLUDED IN THE RESPONSE PACKAGE:

1. ATTACHMENT A SIGNED SOLICITATION RESPONSE COVER SHEET/ACKNOWLEDGEMENT OF ADDENDA/SUBMISSION CHECKLIST
2. ATTACHMENT B PRICING SHEET
3. ATTACHMENT C SYSTEM FOR AWARD MANAGEMENT (SAM.GOV) RECORD SEARCH
4. ATTACHMENT D CUSTOMER/CLIENT REFERENCES
5. ATTACHMENT E CERTIFICATE OF INSURANCE (IF APPLICABLE)
6. ATTACHMENT F ETHICS AND CONFLICT OF INTEREST ACKNOWLEDGEMENT (OPTIONAL)
8. ATTACHMENT G TEXAS ETHICS COMMISSION CERTIFICATE OF INTERESTED PARTIES (FORM 1295)
9. ATTACHMENT H CONFLICT OF INTEREST QUESTIONNAIRE (FORM CIQ)
10. ATTACHMENT I DISCLOSURE OF LOBBYING ACTIVITIES SF-LLL CERTIFICATION
11. ATTACHMENT J BIDDER'S CERTIFICATION
12. ATTACHMENT K NON-COLLUSION AFFIDAVIT

ATTACHMENT A:

SOLICITATION RESPONSE COVER SHEET/ACKNOWLEDGMENT OF ADDENDA/SUBMISSION CHECKLIST

Title of Solicitation:	
Name of Respondent:	
Company:	
Mailing Address:	
City, State, Zip:	
Phone Number:	
Company Contact Email Address:	
Texas Vendor ID Number:	
EIN/Federal Tax Identification Number:	

ACKNOWLEDGEMENT OF ADDENDA

ADDENDUM NO.	DATE ISSUED

☐ Please check this box if no addenda were issued.

ATTACHMENT A (CONTINUED)

SOLICITATION RESPONSE COVER SHEET/ACKNOWLEDGMENT OF ADDENDA/ SUBMISSION CHECKLIST

This checklist is provided for the Respondent's use in assuring compliance with required documentation; however, it does not include all specification requirements and does not relieve the Respondent of the need to read and comply with the specifications. Your submittal of the documents attests to the fact that you have read and/or included the documents with your response.

SUBMISSION CHECKLIST

CHECK FOR COMPLETION	DOCUMENTS REQUIRED FOR SUBMISSION
☐	A. Solicitation Response Cover Sheet/Acknowledgement of Addenda/Submission Checklist
☐	B. Pricing Sheet
☐	C. System for Award Management (SAM.gov)
☐	D. Customer/Client References
☐	E. Certificate of Insurance
	F. Ethics and Conflict of Interest Acknowledgement (Optional)
N/A	G. Texas Ethics Commission Certificate of Interested Parties (Form 1295) (This is a sample and is only required to be completed by the Respondent selected for award.)
☐	H. Conflict of Interest Questionnaire (Form CIQ)
☐	Please check this box if the Respondent does not identify a conflict of interest and therefore, will not be submitting the Conflict of Interest Questionnaire Form CIQ.
☐	I. Disclosure of Lobbying Activities SF-LLL Certification (Required for all bids exceeding \$100,000)
☐	Please check this box if the bid does not exceed \$100,000.
☐	J. Bidder's Certification
☐	K. Non-Collusion Affidavit
☐	

The Respondent's authorized agent must sign this document to acknowledge having read this solicitation carefully and completely, including the list of addenda, and that the information submitted is true and correct.

AUTHORIZED AGENT NAME:	
AUTHORIZED SIGNATURE:	
TITLE OF AUTHORIZED AGENT:	
DATE OF SIGNATURE:	

ATTACHMENT B: PRICING SHEET

Respondent shall complete and submit the following pricing sheet with the bid response package. The Entity reserves the right to make an award on the basis of low bid in the interest of the Entity and to reject any and all bid items in the sole discretion of the Entity.

ITEM	DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENSION
1	Entity should enter the description and quantity of the services/products as contained in the Scope of Work in Exhibit A			\$	\$
2				\$	\$
3				\$	\$
4				\$	\$
5				\$	\$
TOTAL FIRM FIXED PRICE					\$
6	DELIVERY – Number of calendar days for delivery after receipt of the order:			90 Days	
Name of Firm:					
IFB #:					
IFB Name:					

AUTHORIZED AGENT – SIGNATURE AND CONTACT INFORMATION

The Respondent's authorized agent must sign this document to acknowledge they read this solicitation carefully and completely, and the information submitted is true and correct.

SIGNATURE OF AUTHORIZED AGENT:	
PRINTED NAME OF AUTHORIZED AGENT:	
TITLE OF AUTHORIZED AGENT:	
DATE OF SIGNATURE:	

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

This project is funded by Coronavirus State and Local Fiscal Recovery Funds which requires all contractors and vendors to be in good standing according to SAM.gov and the Texas State Comptroller's office.

Verification of SAM.gov Status

1. Respondent must not be suspended or debarred at the time of the proposal submittal. The proposal response package must include a completed Non-Debarment Certification Form located **on the next page** herein.
2. All Respondents must be pre-vetted for eligibility to perform the outlined ARPA funded scope of work. A printed screenshot from the SAM.gov website verifies whether the Vendor is excluded from contract participation at the federal level.

Contract Award

The ARPA Award Recipient must verify the SAM.gov status of the Respondent(s) selected for contract award prior to execution of the contract as stated in the Non-Debarment Certification Form. The final verification of the Respondent's SAM.gov status is completed prior to contract award, and in addition to the initial verification documentation provided with the proposal response submittal.

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

NON-DEBARMENT CERTIFICATION FORM

COMPANY/ENTITY LEGAL NAME:

STREET ADDRESS:

CITY:

STATE:

ZIP:

CONTACT NAME:

CONTACT EMAIL:

CONTACT PHONE:

*UEI #

**TIN #

*Subrecipients are required to have a Unique Entity Identifier (UEI) Number prior to an award. 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. **Beneficiary Entities are required to have UEI and/or TIN.

APPLICABLE REGULATIONS: As stated in the ARPA/SLFRF Terms & Conditions: "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."

Also, Federal Executive Order (E.O.) 12549: "Debarment" 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: www.sam.gov

Be advised that we may pursue available remedies per 2 CFR 180.360 as an ARPA recipient entity: "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."

[INITIAL]

CERTIFICATION & SIGNATURE

We hereby certify that we are not excluded, disqualified, or debarred from receiving federally funded awards.

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 this agreement's termination and/or the repayment of funds.

Your signature certifies that the information provided on this form is correct and 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.

SIGNATURE

PRINTED NAME & TITLE

DATE

FOR DEPARTMENT USE ONLY

SAM Debarment/Certification Record of Clearance

Yes [] No []

Note:

State of Texas Debarred Vendor List Cleared

Yes [] No []

Note:

Verified By:

Yes [] No []

Date:

ATTACHMENT D: CUSTOMER/CLIENT REFERENCES

Respondents shall use Attachment D to describe a minimum of three (3) and maximum of five (5) references for jobs, and corresponding references, completed within last five (5) years.

Respondent's Name: _____

The references shall illustrate recent experience successfully completing work of a similar nature and scope as the work described in this IFB. This form may be modified as needed to comply with the requirement to document company information. ***Failure to return this attachment (or a reasonable facsimile) may result in the proposal being considered non-responsive. Failure to provide references may result in the proposal being considered non-responsive.***

REFERENCE 1:

Company Name:	
Company Address:	
Contact Name/Title/Phone:	
Contact Email:	
Contract Award Date:	
Contract Completion Date:	
Contract Project Name:	
Brief Description of Services:	

REFERENCE 2:

Company Name:	
Company Address:	
Contact Name/Title/Phone:	
Contact Email:	
Contract Award Date:	
Contract Completion Date:	
Contract Project Name:	
Brief Description of Services:	

REFERENCE 3:

Company Name:	
Company Address:	
Contact Name/Title/Phone:	
Contact Email:	
Contract Award Date:	
Contract Completion Date:	
Contract Project Name:	
Brief Description of Services:	

REFERENCE 4:

Company Name:	
Company Address:	
Contact Name/Title/Phone:	
Contact Email:	
Contract Award Date:	
Contract Completion Date:	
Contract Project Name:	
Brief Description of Services:	

REFERENCE 5:

Company Name:	
Company Address:	
Contact Name/Title/Phone:	
Contact Email:	
Contract Award Date:	
Contract Completion Date:	
Contract Project Name:	
Brief Description of Services:	

ATTACHMENT E: CERTIFICATE OF INSURANCE
(PROPOSAL RESPONDER SUPPLIES INSURANCE WITH THE PROPOSAL PACKAGE)

INSURANCE REQUIREMENTS

If requested, the Respondent shall supply an original, certified copy of an insurance certificate listing **the Entity** as additional insured. The successful Respondent will be required to maintain, at all times during performance of the contract, the insurance detailed below. Failure to provide this insurance certificate within the specified amount of time may result in disqualification of bid.

- a. Workers' Compensation Insurance as required by laws and regulations applicable to and covering employees of Contract engaged in the performance of the work under this agreement with a limit of not less than \$1,000,000.00.
- b. Employers' Liability Insurance Protecting Responder against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master-servant relationship with a limit of not less than \$1,000,000.00.
- c. Comprehensive General Liability Insurance including products/completed operation with limits of liability of not less than: Bodily Injury \$1,000,000.00 per each person, \$2,000,000.00 per each occurrence/aggregate; Property Damage \$1,000,000.00 per each occurrence.
- d. Excess Liability Insurance Comprehensive General Liability, Comprehensive Automobile Liability and coverages afforded by the policies above, with the minimum limits of \$1,000,000.00 excess of specified limits.

ATTACHMENT F: ETHICS AND CONFLICT OF INTEREST ACKNOWLEDGEMENT

Public servants are expected to conduct themselves impartially and in a manner that inspires public confidence, while ensuring that responsible contractors have fair and equal access to governmental procurement.

The City of La Marque is committed to protection of government integrity, while also facilitating the recruitment and retention of the skilled personnel necessary to support its operations. To achieve this objective, The City of La Marque has established standards of ethical conduct and conflict of interest policies and expects all vendors, contractors, and subrecipients to adhere to the same core principles as described below.

To achieve these standards, it is essential that those doing business with the City of La Marque also observe the ethical standards prescribed here.

I acknowledge that it is a breach of ethics to attempt to influence any public employee, elected official, or department head to violate the standards of ethical conduct set forth in this code.

I further acknowledge that it is a breach of ethics for any employee of City of La Marque or a vendor doing business with the City of La Marque to participate directly or indirectly in a procurement when the employee or vendor knows that:

- A. The employee or any member of the employee's immediate family or household has a substantial financial interest in a company responding to a City of La Marque procurement.
- B. A business or organization in which the employee or any member of the employee's immediate family has a financial interest pertaining to the procurement.

I understand that it is a breach of ethics to offer, give, or agree to give any employee of City of La Marque, or for any employee to solicit, demand, accept, or agree to accept from a vendor, a gratuity of consequence or any offer of employment in connection with any decision, approval, disapproval, recommendation, preparation, or any part of a program requirement or purchase request influencing the content of specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or controversy, any particular matter pertaining to any program requirement, contract or subcontract, or to any solicitation or proposal therefore pending before City of La Marque.

I acknowledge that it is a breach of ethics for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for City of La Marque as an inducement for the award of a contract or order.

I certify that I have read and understand the ethical standards set forth by City of La Marque and agree to comply with them in all business dealings with the City of La Marque.

SIGNATURE, VENDOR AUTHORIZED REPRESENTATIVE

COMPANY

PRINTED NAME, TITLE

DATE

(TO BE COMPLETED BY THE AWARDED VENDOR PRIOR TO CONTRACT EXECUTION)

Form provided by Texas Ethics Commission

ATTACHMENT H: CONFLICT OF INTEREST QUESTIONNAIRE (FORM CIQ)

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.	OFFICE USE ONLY	
1 Name of vendor who has a business relationship with local governmental entity.		
2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
3 Name of local government officer about whom the information is being disclosed. Name of Officer		
4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary. A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor? ☐ Yes ☐ No B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity? ☐ Yes ☐ No		
5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.		
6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).		
7 Signature of vendor doing business with the governmental entity Date		

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

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

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

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

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

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

- (2) the vendor:

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

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

or

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

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

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

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

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

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

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

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

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

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

- (1) the date that the vendor:

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

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

- (2) the date the vendor becomes aware:

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

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

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

ATTACHMENT I: DISCLOSURE OF LOBBYING ACTIVITIES
SF-LLL 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 of Lobbying Activities," in accordance with its instructions.
- (c) The undersigned shall require that the language in paragraphs (a) and (b) 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, _____ (insert business name), 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	
NAME OF AUTHORIZED AGENT	
TITLE OF AUTHORIZED AGENT	
DATE	

DISCLOSURE OF LOBBYING ACTIVITIES – INSTRUCTIONS

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

1. Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. Status of Federal Action: ☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award	3. Report Type: ☐ a. initial filing ☐ b. material change
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, <i>if known</i> : Name: Street Address: City, State, Zip: Congressional District, if known:		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Name: Street Address: City, State, Zip: Congressional District, if known:
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, <i>if applicable</i> : _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10a. Name and Address of Lobbying Registrant Name (First, MI, Last): Street Address: City, State, Zip:	10b. Individuals Performing Services <i>(including address if different from No. 10a)</i> Name (First, MI, Last): Street Address: City, State, Zip:	
11. Information requested through this form is authorized by Title 31 U.S.C., Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
Signature: _____ Name: _____ Title: _____ Telephone: _____ Date: _____		
Federal Use Only		Authorized for Local Reproduction Standard Form – LLL (Rev. 7-97)

ATTACHMENT J: BIDDER'S CERTIFICATION

In accordance with Texas Government Code Sections 2252.001 through 2252.004 (relating to bids by nonresident contractors), the pertinent portion of the Act has been extracted and is as follows:

1. "Nonresident bidder" refers to a person who is not a resident.
2. "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the greater of the following:

1. the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located; or
2. the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which a majority of the manufacturing relating to the contract will be performed.

I certify that _____ (Company Name) is a

☐ **Resident bidder of Texas** as defined in Section 2252.001(4), Texas Government Code,

OR

☐ **Nonresident bidder** as defined in Section 2252.001(3), Texas Government Code, and our principal place of business is located at _____ (City and State).

Note: If the Respondent is an out-of-state company, a Certificate of Authority from the Secretary of State to do business in Texas must be provided.

SIGNATURE	
NAME OF AUTHORIZED AGENT	
TITLE OF AUTHORIZED AGENT	
DATE	

ATTACHMENT K: NON-COLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT

STATE OF TEXAS §
 §
COUNTY OF _____ §

By the signature below, the signatory for the bidder certifies that neither he/she 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 _____ on
the _____ day of _____, 20_____ on behalf of said bidder.

Notary Public in and for the
State of Texas

My commission expires: _____

APPENDIX I – SAMPLE CONTRACT

SAMPLE CONTRACT – INVITATION FOR BID NON-CONSTRUCTION ONLY

CITY OF LA MARQUE

AMERICAN RESCUE PLAN ACT (ARPA) PROGRAM

GENERAL SERVICES, SUPPLIES, AND/OR EQUIPMENT CONTRACT

Vendor Name	To be determined (TBD)
Vendor Unique Entity Identifier (UEI) if available	TBD
Period of Performance Start Date	TBD
Period of Performance End Date	TBD
Amount of Federal Funds Obligated by this Agreement	TBD
Assisted Listing Number (ALN) # 21.027	FAIN # RCP-056096

INTRODUCTION

THIS CONTRACT for General Services, Supplies, and/or Equipment (“Contract”) is made and entered into this TBD by and between City of La Marque, Texas, hereinafter referred to as the “Entity” and [Vendor Name], hereinafter referred to as the “Vendor.” Entity and Vendor are sometimes each referred to as a “Party” and collectively “Parties.”

The following recitals are incorporated in and made a part of this Contract.

WHEREAS, on March 11, 2021, President Biden signed the U.S. Senate-amended H.R. 1319 (P.L. 117-2) known as the American Rescue Plan Act (hereinafter “ARPA”); and

WHEREAS, under ARPA Section 603 (c)(1)(A) and (3) and the Final Rule 31 CFR 35.6, recipients may use Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) to allocate funds for the provision of government services and/or make necessary investments in water, sewer, and broadband infrastructure; and

WHEREAS, the Entity has determined that it has the objective of providing services to its residents; and

WHEREAS, the Entity has been awarded ARPA funds by the U.S. Department of the Treasury (“Treasury”) which have been distributed to the Entity from ARPA for covered costs and eligible expenses to be incurred during the period which began on March 3, 2021 (the date ARPA became law) until December 31, 2024 (to be fully expended by December 31, 2026); and

WHEREAS, the Entity desires to disburse funds to the Vendor to perform certain services or provide certain supplies or equipment in connection therewith as set forth in this Contract and in the Scope of Services attached hereto; and

WHEREAS, Vendor has represented to the Entity that it is duly qualified, eligible, and willing to provide the services identified herein and in the Scope of Services attached hereto.

NOW, THEREFORE, in consideration of the foregoing recitals and the terms and conditions set forth herein, the Parties hereto do mutually agree as follows:

SECTION 1. CONTRACT ADMINISTRATION

SECTION 1.1 CONTACT INFORMATION & NOTICES

For the purposes of this Contract, the Entity's Representative listed below will serve as the primary point of contact for the Vendor. All required reports and communication shall be directed to this liaison and other local personnel as appropriate. The Vendor shall designate a Representative to act on Vendor's behalf for all purposes, including execution of Change Orders and Requests for Payment.

Any notice or communication required or permitted to be given under this Contract must be in writing. The initial contact information of the parties, which one party may change by giving written notice to the other party, are as follows:

Entity Name		Vendor Name	
Entity Address 1		Vendor Address 1	
Entity Address 2		Vendor Address 2	
Entity Representative for Project		Vendor Representative for Project	
Name		Name	
Title		Title	
Phone		Phone	
Email		Email	
Entity Billing Contact		Vendor Billing Contact	
Name		Name	
Title		Title	
Phone		Phone	
Email		Email	

SECTION 1.2 PARTS INCORPORATED

Parts Incorporated. In addition to the Exhibits identified below which are incorporated into this Contract, it is understood and agreed that additional terms of this Contract are to be performed in accordance with the proposal documents (scope of work, images, and specifications), submitted proposal response and related exhibits, affidavits, addendums, statutory requirements, and the ARPA Terms & Conditions.

Exhibits

Exhibit A1	Scope of Work
Exhibit A2	Payment & Pricing Schedule
Exhibit A3	Request for Payment
Exhibit B	ARPA Required Contract Provisions
Exhibit C	Other Relevant Information/Special Conditions for Construction
Exhibit D	Insurance Certificate
Exhibit E	Bid, Performance, and Payment Bonds
Exhibit F	Eligibility Verification (SAM.gov)
Exhibit G	Certificate of Interested Parties (Form 1295)

SECTION 1.4 CONTRACT DOCUMENTS

By reference, the Contract Documents consist of:

- a. This Contract and all exhibits listed, contained, or referenced in this Contract.
- b. All Addenda issued before the Effective Date of this Contract;
- c. All Alternates accepted by the Entity before the Effective Date of this Contract;
- d. All Change Orders issued after the Effective Date of this Contract; and
- e. The response submitted by Vendor in response to the IFB issued by Entity for this Project.

The Contract and Exhibit Documents form the entire and integrated Contract between Entity and Vendor, and supersede all prior negotiations, representations, or agreements, written or oral. To the extent of any conflict between Vendor's Proposal and any other Contract Document, the Contract Documents shall govern.

If there is an irreconcilable difference between or among the various documents that make up the Contract Documents, the interpretation that provides for a higher quality of material and/or workmanship will prevail over all other interpretations.

1.4.1 Term of Contract and Delivery Schedule – Commencement of Work

Entity shall issue a Notice to Proceed (NTP) identifying the date for commencement of the Work. Vendor shall achieve substantial completion of the Work within __TBD__ calendar days after the commencement date; as such completion date may be extended by approved Change Orders. THE TIME SET FOR COMPLETION OF THE WORK IS AN ESSENTIAL ELEMENT OF THE CONTRACT. In any event, all of the services required and performed hereunder shall be completed no later than _____TBD_____.

1.4.2 Pre-Existing Conditions

Vendor acknowledges that it has been provided access to the existing improvements and conditions on the Project site and that it has thoroughly investigated those conditions. Vendor's investigation was instrumental in preparing its bid to perform the Work. Vendor shall not make or be entitled to any adjustment to the Contract Time or the Contract Sum

arising from Project conditions that the Vendor discovered or, in the exercise of reasonable care, should have discovered in Vendor's investigation.

1.4.3 Liquidated Damages

Vendor and Entity agree that a breach of this Contract as to completion time will cause damage to the Entity, but further agree that such damage cannot be accurately measured. Therefore, the Parties agree that Price TBD shall be subtracted from the Contract amount for each and every calendar day that the Work or any portion of the Work remains uncompleted after the expiration of the time period specified in the Notice to Proceed, or as extended by a change order.

1.4.4 Dispute Resolution

Disputes arising under the Contract shall be submitted to a process of resolution pursuant to alternative dispute resolution practices, such as mediation, binding arbitration, or non-binding arbitration pursuant to industry standards, prior to being submitted to a court for adjudication. It is understood that the Entity shall have the right to request mediation if services being provided are deemed deficient in any way.

1.4.5 Acquisition, Merger, Sale and/or Transfer of Business, etc.

It is understood by all parties that if, during the life of the Contract, the Vendor disposes of his/her business concern by acquisition, merger, sale, and or/transfer or by any means conveys his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new vendor will be required to submit all documentation/legal instruments that were required in the original bid/contract. Any change shall be approved by the Entity, who retains the right to reject the transfer of the contract.

1.4.6 Termination of Contract For Cause

This Contract may be terminated by the Entity for cause, including any nonperformance by the Vendor; failure of the Vendor to fulfill in a timely and proper manner its obligations under this Contract; or violation of any of the covenants, agreements, or stipulations of the Contract, upon thirty (30) days' written notice to Vendor including a statement of the reasons, therefore. The determination of the Entity as to the cause of termination and the appropriateness thereof shall be final and binding upon both Entity and Vendor. Cause for termination shall include any material failure by Vendor to comply with any terms of this Contract.

- a. In such event, all finished or unfinished services, documents, data, maps, studies, surveys, drawings, models, photographs, and reports prepared by the Vendor under this Contract shall, at the option of the Entity, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.
- b. Notwithstanding the above, the Vendor shall not be relieved of liability to the Entity for damages sustained by the Entity by virtue of any breach of this Contract by the Vendor, and the Entity may withhold any payments to the Vendor for the purposes of set-off until such time as the exact amount of damages due the Entity from the Vendor is determined.
- c. The Vendor agrees to indemnify and hold the Entity harmless from any liability to subcontractors or suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the Contract by the Entity under this provision.
- d. In case of default by the Vendor, the Entity may procure the goods or services from other sources and hold the Vendor responsible for any excess cost.
- e. Continuation of the terms of the Contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the Entity reserves the right to cancel the Contract.
- f. If this Contract is terminated for cause, excluding funding discontinuance or disapproval, Vendor shall have the

right to attempt to cure its failure during the thirty (30) day period prior to termination to the satisfaction of the Entity at the Entity's sole discretion.

1.4.7 Termination of Contract For Convenience of the Entity

The Entity may terminate this Contract at any time by giving at least thirty (30) days' notice in writing to the Vendor. If the Vendor is terminated by the Entity as provided herein, the Vendor will be paid for actual services provided or delivered purchases that are determined acceptable at the sole discretion of the Entity, less payments of compensation previously made. Vendor

1.4.8 Post Expiration and Termination Procedures

Upon expiration or in the event of a prior termination, all remaining and unspent ARPA funds, shall immediately become the sole and separate property of the Entity and the Vendor shall perform all acts and execute all instruments necessary to transfer and assign such funds to the Entity. All finished or unfinished documents, data, studies, reports, and work products prepared by the Vendor under this Contract or with grant funds shall, at the option of the Entity, become Entity's property.

1.4.9 Transitional Period

In the event services are terminated by contract expiration or by voluntary termination by either the Vendor or the Entity, the Vendor shall continue all terms and conditions of said Contract for a period not to exceed thirty (30) days at the Entity's request.

1.4.10 Ownership of Material

The Entity shall retain all of its rights and interest in any and all documents and property, both hard copy and digital furnished by the Entity to the Vendor for the purpose of assisting the Vendor in the performance of this Contract. All such items shall be returned immediately to the Entity at the expiration or termination of the Contract or completion of any related services pursuant thereto, whichever comes first. None of the documents and/or property shall, without the written consent of the Entity, be disclosed to others or used by the Vendor or permitted by the Vendor to be used by their parties at any time except in the performance of the resulting Contract. Ownership of all data, materials and documentation originated and prepared for the Entity pursuant to this Contract shall belong exclusively to the Entity. All data, reports, computerized information, programs, and materials related to this Project shall be delivered to and become the property of the Entity upon completion of the Project. The Vendor shall not have the right to use, sell, or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the Entity.

SECTION 1.5 CONTRACT SUM AND PAYMENTS

The Vendor shall be compensated per the schedule below. Payment to the Vendor shall be based on satisfactory completion of identified services and/or deliverables and payment/invoicing terms as stated in the IFB, or as mutually agreed upon and contained in this Contract. Payment is expressly contingent upon the availability of ARPA funding.

1.5.1 Contract Sum

Entity shall pay Vendor for performance of its obligations under this Contract, including the Base Proposal and Alternate Proposals (if any), the sum of [TBD], and make payment in accordance with the provisions of this Section.

1.5.2 Payment & Pricing Schedule

A Payment & Pricing Schedule (see **Exhibit A2**) subdividing the Project into its respective parts (f needed), and which includes values for all items comprising the Project will serve as the basis for payments made to Vendor.

1.5.3 Vendor's Payment Obligations

Vendor shall promptly pay all bills for labor and material performed and furnished by others in connection with this Contract.

- a. Firm shall submit an invoice upon completion of each milestone. Deliverables will be considered complete only upon inspection and written acceptance by the Entity. Each invoice shall include deliverable(s) completed and the price for each. **The final request for reimbursement must be received by City/County no later than September 30, 2026.**

1.5.4 Request for Payment

As instructed, all payment requests must be submitted on the Request for Payment (See **Exhibit A3**) including required attachments. Notwithstanding the certification of Vendor's payment requests, the Entity or its Representative will independently review Vendor's payment requests and make a determination as to the amount properly payable to Vendor.

1.5.5 Offsets; Deductions; Withholding

- a. Entity is an agency of the State of Texas and materials and services utilized in the provision of services or purchases may be exempt from state and local taxes. Vendor is responsible for taking full advantage of all tax exemptions applicable to the Project. Entity will deduct from the Requests for Payment and from the Request for Final Payment any taxes paid for materials or services that were entitled to tax exemption.
- b. Amounts assessed as liquidated damages per the above Section of this Contract and other amounts to which Entity is entitled by way of setoff or recovery, if any, shall be deducted from any amounts due Vendor.
- c. Notwithstanding any other contractual provision to the contrary, Entity may withhold any payment from Vendor to the extent reasonably required to protect Entity interests under any of the following circumstances: failure to perform work in accordance with Contract Documents; insufficient documentation in Application for Payment; failure to pay subcontractors, employees, hired laborers or materials suppliers; failure to obtain, renew or maintain insurance coverage as required in this Contract; failure to meet schedule requirements or other scenarios that causes the Entity, in good faith judgment, to determine that the remaining balance will not be sufficient to complete the Work in accordance with this Contract. The right to withhold payment is contingent on giving Vendor a minimum of seven (7) calendar days' written notice of specific defects or defaults and an opportunity to cure same, and on Vendor's failure to cure or to take diligent steps to cure within such seven (7) calendar days.

1.5.6 Final Payment

Vendor's request for Final Payment must not be made until all Work is completed, all requirements of the Vendor Documents have been satisfied, and Vendor delivers the services or equipment.

SECTION 2. ENTITY RESPONSIBILITIES

SECTION 2.1 GENERAL

- a. Entity will cooperate in a timely manner in providing information regarding its requirements.
- b. Entity will review and provide final approval of the general schedule, setting the plan for milestone dates and completion or delivery.
- c. If the Entity has actual knowledge of any fault or defect or non-conformance with the Specifications, the Entity shall give prompt written notice of such fault, defect, or non-conformance to Vendor.
- d. The Entity may designate one or more inspectors of its own who will be given access to the Work as requested or needed. The provision of such inspectors will not reduce or lessen in any respect Vendor's responsibilities for the Work.
- e. The Entity may furnish or obtain all legal, accounting, auditing, and insurance counseling services for itself as may be necessary for the Project.

SECTION 3. SCOPE OF WORK

SECTION 3.1 GENERAL

Vendor has overall responsibility for and shall furnish all materials, equipment, tools, and labor necessary and reasonably inferable to complete the Work, or any phase of the Work, in accordance with Entity's requirements and the terms of the Contract Documents, including the Drawings, Specifications, Addenda, details, and other documents prepared by Vendor and listed in the attached Exhibits, if applicable.

Vendor's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Entity nor shall Vendor be released from any liability by reason of such approval by Entity, it being understood that Entity at all times is ultimately relying upon Vendor's skill and knowledge in performing the services required hereunder.

SECTION 3.2 PROJECT CONTROL

Vendor shall supervise and direct the Work and shall be solely responsible for means, methods, techniques, sequences, and procedures for the Work. Vendor shall promptly correct any defective or non-conforming Work at Vendor's sole expense and without cost to Entity.

SECTION 3.3 SUBVENDORS

Vendor shall award and enter into all Subcontracts necessary and appropriate to provide all labor and materials for the scope of work.

- a. Vendor shall monitor the Work of the Subcontractors as required and coordinate such Work with a goal to attain Substantial Completion not later than the date for Substantial Completion and at a cost not to exceed the Contract Sum.
- b. Upon request, Vendor shall provide Entity with complete, unaltered copies of all Subcontracts, and all amendments thereto.

SECTION 3.4 HUB SUBCONTRACTING PLAN

Vendor shall comply with the requirements of the HUB Subcontracting Plan and shall not make any changes to the HUB Subcontracting Plan without Entity's written approval.

SECTION 3.5 KEY TASKS

- a. Provide services and purchase of equipment in accordance with delivery schedules and other prescribed timelines herein.
- b. Provide a warranty on all purchased equipment.
- c. Provide excellent customer service. Firm shall be responsive to requests and communicate on a regular basis with the Entity.
- d. Provide and maintain all original and copies of supporting documentation.
- e. Furnish progress reporting as determined or requested by the Entity.
- f. Support and assist the Entity during state/federal monitoring or auditing activities, including providing financial information, reports, and other requests that may be required.

SECTION 3.6 SCHEDULING

Vendor is solely responsible for delivery of the services/equipment in accordance with the Contract Documents on or

before the date specified in the Schedule.

SECTION 3.7 NON-CONFORMING WORK

Entity may reject any defective or non-conforming Work on the Project of which Entity becomes aware and Vendor shall promptly correct any such defect at Vendor's own cost without increasing the Contract Sum. Upon discovering that any portion of the Work does not conform with Entity's design concept and/or requirements, including the Design Guidelines and Standard Specifications, due to an error or omission in any Construction Document materials prepared or furnished by or on behalf of Vendor, Vendor shall promptly correct such condition at no additional cost to Entity. If Vendor refuses or fails to correct (or improperly corrects) any such condition within a reasonable time after notice, Entity may cause the condition to be corrected and offset the cost of such correction against any monies owed to Vendor; provided, however, if no monies are owed Vendor at the time the condition is discovered or at the time the condition is corrected by Entity, Vendor shall promptly reimburse the Entity for all expenses incurred to correct the condition. Vendor shall warranty all corrective Work, whether performed by or through Vendor or by a third party retained by Entity in accordance with the immediately preceding sentence due to Vendor's refusal or failure to correct properly any non-conforming Work.

SECTION 3.8 INDEMNIFICATION

Vendor covenants and agrees to indemnify, hold harmless and defend, at its own sole expense, the Entity and its officers, agents, servants, and employees from and against any and all claims or suits for property loss or damage and/or personal injury, including death, to any and all persons, of whatsoever kind or character, whether real or asserted, arising out of or in connection with the execution, performance, attempted performance, or nonperformance of the services under this Contract and/or the operations, activities, and services of the activities described herein; and Vendor hereby assumes all liability and responsibility of the entity and its officers, agents, servants, and employees for any and all claims or suits for property loss or damage and/or personal injury, including death, to any and all persons, of whatsoever kinds or character, whether real or asserted, arising out of or in connection with the execution, performance, attempted performance, or nonperformance of the services or this Contract and/or the operations, activities, and services described herein. Vendor likewise covenants and agrees to and does hereby indemnify and hold harmless entity from and against any and all injury, damage, or destruction of property of entity, arising out of or in connection with all acts or omissions of Vendor, its officers, members, agents, employees, contractors, subcontractors, invitees, licensees, and project participants. Vendor agrees to and shall release Entity, its agents, employees, officers, and legal representatives from all liability for injury, death, damage, or loss to persons or property sustained in connection with or incidental to performance of the services under this Contract.

Vendor shall require all of its contractors and subcontractors to include in its contracts and subcontracts a release and indemnity in favor of the Entity in substantially the same form as above. The indemnity and liability release provided for above shall not apply to any liability resulting from the sole negligence or fault of the Entity, its officers, agents, employees or separate Vendors, and in the event of joint and concurring negligence or fault of the Entity and Vendor, responsibility and indemnity, if any, shall be apportioned in accordance with the laws of the State of Texas, without waiving any governmental immunity available to the entity under Texas law and without waiving any defenses of the parties under Texas law.

The provisions of this section are solely for the benefit of the parties and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity. This section survives termination or expiration of this Contract.

SECTION 3.9 INSURANCE & BONDING

If applicable, Vendor shall provide Insurance and Bid, Performance, and Payment Bonds as prescribed by Entity in the Solicitation documentation and included here as **Exhibit D** and **Exhibit E**.

SECTION 4. REQUIRED PROVISIONS

The Vendor shall comply with the following items:

SECTION 4.1 TERMS AND CONDITIONS

The Vendor agrees to comply with the requirements of Section 503 of the American Rescue Plan Act (ARPA), regulations adopted by Treasury pursuant to Section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Vendor also specifically agrees to comply with the ARPA Terms & Conditions attached to this Contract in **Exhibit B**.

SECTION 4.2 DEBARMENT AND SUSPENSION

Vendor has provided proof of registration, active/good standing, and non-debarment status in the System for Award Management. Should this status change, the Vendor must notify the Entity immediately.

SECTION 4.3 ASSURANCES OF COMPLIANCE WITH TITLE VI

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

SECTION 4.4 LOBBYING CERTIFICATION & DISCLOSURE

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.

SECTION 4.5 ETHICS MATTERS

Vendor and its employees, agents, representatives, and subcontractors have read and understand the Entity's Conflict of Interest Policy, State of Texas Standards of Conduct and Conflict of Interest Provisions available at [Government Code Chapter 572: Personal Financial Disclosure, Standards of Conduct, and Conflict of Interest \(state.tx.us\)](https://www.state.tx.us/govcode/572), and applicable state ethics laws and rules available. Neither Vendor nor its employees, agents, representatives, or subcontractors will assist or cause Entity employees to violate the Conflict of Interest policies, provisions described by State of Texas Standards of Conduct and Conflict of Interest Provisions, or applicable state ethics laws or rules.

SECTION 4.6 MAINTENANCE AND ACCESS TO RECORDS

The Vendor shall maintain records and financial documents sufficient to evidence in compliance with Section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

The Treasury Office of Inspector General, the Government Accountability Office and the Texas Office of the State Comptroller, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of the Vendor in order to conduct audits or other investigations and all records shall be made available upon request. Records shall be maintained by the Vendor for a period of five (5) years after all funds have been expended or returned to the Treasury, whichever is later.

SECTION 5. MISCELLANEOUS PROVISIONS

SECTION 5.1 GENERAL

- a. In any case one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- b. If any action at law or in equity is necessary to enforce or interpret the terms of this Contract, the prevailing party

shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

- c. This Contract may be amended by mutual agreement of the parties hereto and a writing to be attached to be incorporated into this Contract.
- d. Licenses, Permits, Taxes, Fees, Laws, and Regulations
 - i. Vendor warrants that it will obtain, maintain in effect, and pay the cost for all licenses, permits, or certifications that may be necessary for Vendor's performance of this Contract.
 - ii. Vendor will be responsible for the payment of all taxes, excises, fees, payroll deductions, employee benefits (if any), fines, penalties or other payments required by federal, state, or local law or regulation in connection with Vendor's performance of this Contract.
 - iii. Vendor will comply with and will be responsible for requiring its officers and employees to comply with all applicable federal, state, and local laws and regulations, and the rules and regulations of the Entity.

SECTION 5.2 CAPACITY TO PERFORM

By execution of this Contract, Vendor is certifying that they have the capacity to perform and complete the Scope of Work as provided.

SECTION 5.3 LIMITATION OF LIABILITY

Except for the obligation of Entity to pay Vendor certain fees, costs, and expenses to the extent expressly set forth in this Contract, the Entity shall have no liability to Vendor or to anyone claiming through or under Vendor by reason of the execution or performance of this Contract. Notwithstanding any obligation or liability of Entity to Vendor, no present or future partner or affiliate of the Entity or any agent, officer, director, or employee of the Entity or anyone claiming under the Entity, has or shall have any personal liability to Vendor or to anyone claiming through or under Vendor by reason of the execution or performance of this Contract.

SECTION 5.4 ASSIGNMENT

This Contract is a personal service contract for the services of Vendor, and neither Vendor's interest in this Contract (including, but not limited to Vendor's fees due hereunder), nor Vendor's duties hereunder may be assigned or delegated to a third party except as specifically set forth in this Contract.

SECTION 5.5 GOVERNING LAW AND VENUE

The Vendor 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.

Additionally, all applicable local government codes for the State of Texas also apply to this Contract. All equipment, supplies, and work furnished under this Contract shall comply with applicable laws, ordinances, and regulations. Vendor shall obtain and pay for such permits and inspections as are required for the legal performance of this work, unless otherwise specified. Vendor shall comply with all federal and state laws and Entity's Ordinances and Codes applicable to the Vendor's operation under this Contract. These Specifications and the Contract resulting here from shall be fully governed by the laws of the State of Texas and shall be fully performable in City of La Marque (Entity Name), Texas, where venue for any proceeding arising hereunder will lie.

This Contract will be governed by the laws of the State of Texas without reference to its conflicts of law provisions. Venue for any suits arising from this Contract will be in a court of competent jurisdiction in Galveston County, Texas.

SECTION 5.6 WAIVERS

No delay or omission by either Party in exercising any right or power accruing upon the non-compliance or failure of performance by the other Party of any provision of this Contract or the Contract Documents will impair any such right or power or be construed to be a waiver thereof. A waiver by either Party of any of the covenants, conditions, or agreements of this Contract or any of the Contract Documents to be performed by the other party will not be construed to be a waiver of any subsequent breach of this Contract or the Contract Documents or of any other covenant, condition or agreement contained in this Contract or the Contract Documents.

SECTION 5.7 SEVERABILITY

If any provision of this Contract is for any reason be held invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision of this Contract and this Contract will be construed as if such invalid or unenforceable provision had not been included herein.

SECTION 5.8 NEW LAWS

Parties agree that if there is a change in any laws, rules, or regulations affecting the performance related to this Contract and enacted after the Effective Date of this Contract, the Parties will enter into good faith negotiations to renegotiate the affected terms of this Contract.

BY: _____
(Entity Official)

(Printed Name)

(Title)

(Date)

BY: _____
(Vendor's Authorized Representative)

(Printed Name)

(Title)

(Date)

SECTION 6. EXHIBITS

THE FOLLOWING DOCUMENTS MUST BE COMPLETED AND ATTACHED TO THE CONTRACT:

Exhibit A1	Scope of Work
Exhibit A2	Payment & Pricing Schedule
Exhibit A3	Request for Payment
Exhibit B	ARPA Required Provisions (ARPA Terms & Conditions)
Exhibit C	Other Relevant Information
Exhibit D	Insurance Certificate (if applicable)
Exhibit E	Bid, Performance, and Payment Bonds (if applicable)
Exhibit F	Eligibility Verification (SAM.gov)
Exhibit G	Certificate of Interested Parties (Form 1295)

Exhibit A1 – Scope of Work

To be populated with solicitation Scope of Work

Exhibit A2 – Payment & Pricing Schedule

The terms for payment for the contract are as follows:

Payment Schedule:

Payment will be made within 30 days of a Request for Payment and only after delivery of all services and/or purchases and acceptance by the Entity.

Pricing Schedule:

Prices for all goods and/or services shall be all inclusive.

Entity is an agency of the State of Texas and materials and services utilized in the provision of services or purchases may be exempt from state and local taxes. Vendor is responsible for taking full advantage of all tax exemptions applicable to the Project. Entity will deduct from the Requests for Payment and from the Request for Final Payment any taxes paid for materials or services that were entitled to tax exemption.

Lump Sum Price: Vendor shall provide pricing in the table below to complete the scope of services contained in **Exhibit A1**, Scope of Work, in accordance with the specifications contained in this document. Costs include all applicable services (i.e. labor, materials, profit, bonding, insurance, permitting, general conditions, and other costs) to provide a turnkey product.

(Note to Entity: Component pricing should be based on the identified components of the scope of work contained in **Exhibit A1**). An example is provided below:

SCOPE OF WORK	PRICE
	\$
	\$
	\$
	\$
TOTAL LUMP SUM PRICE (TOTAL OF ABOVE LINE ITEMS)	\$

Exhibit A3 – Request for Payment

Project Name:			
Vendor Name:			
Date of Request:			
Contact Name:			
Contact Phone:		Contact Email:	

Item for Payment	Description	Unit Cost or Percent Complete	# of Units	Total Amount
TOTAL				

X	Attachments

Submitted By	
Name and Title	
Signature	

CERTIFICATION: I certify that this Request for Payment contains costs associated with the provision of services in accordance with the terms of the contract. I also certify that all required documentary evidence has been submitted along with the Request for Payment as instructed, including any documentation associated with requirement to pay prevailing wages.

By signing this Request for Payment, I certify to the best of my knowledge and belief that information provided in this Request is true, complete, and accurate. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

WARNING: Section 1001 of Title 18 U.S. code makes it a criminal offense to make willful, false statements or misrepresentation of any material fact involving the use of or obtain federal funds.

Exhibit B – ARPA Required Provisions

2 CFR 200.327 Contract provisions. The Non-Federal entity's contracts should contain applicable provisions described in Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. The Non-Federal entity's contracts must contain the provisions described in Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, as applicable.

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	2 CFR 200 Appendix II (A-L)		
>\$250,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908 , must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.	2 CFR 200 APPENDIX II (A)	Contractor RFP/IFB Contractor RFQ Subrecipients
>\$10,000	All contracts in excess of \$10,000 must address termination for cause and for convenience by the Non-Federal entity including the manner by which it will be affected and the basis for settlement.	2 CFR 200 APPENDIX II (B)	Contractor RFP/IFB Contractor RFQ Subrecipients
None	Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." 41 CFR 60-1.4 Equal opportunity clause. (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: 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: During the performance of this contract, the contractor agrees as follows: (9) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.	2 CFR 200 APPENDIX II (C) and 41 CFR §60-1.4(b)	Contractor RFP/IFB Contractor RFQ Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	(10) 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. (11) 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. (12) 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. (13) 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. (14) 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. (15) 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. (16) 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: 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. The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The [recipient] agrees that it will assist and cooperate actively with the administering		

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	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. 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.		
>\$10,000,000 for ARPA but State Provision Applies at any amount and/or >\$2,000 for CDBG/Braided Funds Projects See TX Prevailing Wage Laws	Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$10,000,00 awarded by Non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The Non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The Non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Non-Federal entity must report all suspected or reported violations to the Federal awarding agency.	2 CFR 200 APPENDIX II (D)	Contractor RFP/IFB Subrecipients
>\$100,000	Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the Non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These	2 CFR 200 APPENDIX II (E)	Contractor RFP/IFB Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	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

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	See 2 CFR §200.323 - Procurement of Recovered Materials. 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. 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. ii. 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— 1. Competitively within a timeframe providing for compliance with the contract performance schedule; 2. Meeting contract performance requirements; or 3. At a reasonable price. iv. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program. v. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the "Solid Waste Disposal Act."	2 CFR 200 APPENDIX II (J)	Contractor RFP/IFB Contractor RFQ Subrecipients
	See 2 CFR §200.216 - Prohibition on certain telecommunications and video surveillance services or equipment (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (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). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or	2 CFR 200 APPENDIX II (K)	Contractor RFP/IFB Contractor RFQ Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	controlled by, or otherwise connected to, the government of a covered foreign country. (b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. (c) See Public Law 115-232, section 889 for additional information. (d) See also § 200.471.		
	See 2 CFR §200.322 - Domestic Preferences for Procurements. (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. (b) For purposes of this section: (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. (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.	2 CFR 200 APPENDIX II (L)	Contractor RFP/IFB Contractor RFQ Subrecipients
	Additional 2 CFR 200 references & Other Regulations		
None	The Federal awarding agency must establish conflict of interest policies for Federal awards. The Non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.	2 CFR 200.112	Contractor RFP/IFB Contractor RFQ Subrecipients
None	Contracting with HUB, small and minority businesses, women’s business enterprises, and labor surplus area firms. (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. (b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women’s business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;	2 CFR 200.321	Contractor RFP/IFB Contractor RFQ Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.		
>\$10,000	An NFE (Non-Federal Entity) that is a state agency or an agency of a political subdivision of a state, and the NFE's contractors must comply with Section 6002 of the Solid Waste Disposal Act. Applicable NFEs must include a contract provision requiring compliance with this requirement. This includes contracts awarded by a state agency or political subdivision of a state and its contractors for certain items, as designated by the EPA, with a purchase price greater than \$10,000. Indian Tribal Governments and nonprofit organizations are not required to comply with this provision. Additional requirements are listed below.	2 CFR 200.323	Contractor RFP/IFB Contractor RFQ Subrecipients
None	Financial records, supporting documents, statistical records, and all other Non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon Non-Federal entities. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations. The only exceptions are the following: (a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations. (b) When the Non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period. (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition. All records related to ARPA shall be maintained for 5 years per the ARPA terms and conditions and regulations. (d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the Non-Federal entity All records related to ARPA shall be maintained for 5 years per the ARPA terms and conditions and regulations. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations. (e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the Non-Federal entity's fiscal year in which the program income is earned. (f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such	2 CFR 200.334	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	as computer usage chargeback rates or composite fringe benefit rates). (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. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations. (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. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations.		
None	The Federal awarding agency and the Non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the Non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not 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.	2 CFR 200.336	Contractor RFP/IFB Contractor RFQ Subrecipients
None	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.	Texas Government Code 2252.152	Contractor RFP/IFB Contractor RFQ Subrecipients
>\$100,000	PROVISION REQUIRED IN CONTRACT. (a) This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.	Texas Government Code 2271	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
For Critical Infrastructure Projects	PROHIBITION ON CONTRACTS WITH CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE. PROHIBITED CONTRACTS. (a) A governmental entity may not enter into a contract or other agreement relating to critical infrastructure in this state with a company:	Texas Government Code, Title 10, Subtitle F, Chapter 2274.0102	Subrecipients EC 6.1 Awardees

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	(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 (2) if the governmental entity knows that the company is: (A) owned by or the majority of stock or other ownership interest of the company is held or controlled by: (i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; or (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 (B) headquartered in China, Iran, North Korea, Russia, or a designated country. (b) The prohibition described by Subsection (a) applies regardless of whether: (1) the company's or its parent company's securities are publicly traded; or (2) the company or its parent company is listed on a public stock exchange as: (A) a Chinese, Iranian, North Korean, or Russian company; or (B) a company of a designated country.		
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
ARPA Terms & Conditions			
ARPA Terms, Conditions, & Records	1. Use of Funds. a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing. 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.	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; Section 602(b),	Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
		603(b) and/or 603(c) as applicable	
ARPA Terms, Conditions, & Records	4. Maintenance of and Access to Records 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. 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. 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.	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	5. Pre-award Costs. Pre-award costs, as defined in 2 CFR § 200.458, may not be paid with funding from this award.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.	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	7. Cost Sharing. Cost sharing or matching funds are not required to be provided by 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	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.	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	9. Compliance with Applicable Law and Regulations. 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. b. Federal regulations applicable to this award include, without limitation, the following: 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 Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award. ii. Universal Identifier and System for Award Management (SAM), 2 CFR Part 25,	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
	pursuant to which the award term set forth in Appendix A to 2 CFR Part 25 is hereby incorporated by reference. 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. 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. 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. vi. Governmentwide Requirements for Drug-Free Workplace, 31 CFR Part 20. (Subrecipient Only) vii. New Restrictions on Lobbying, 31 CFR Part 21. viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations. ix. Generally applicable federal environmental laws and regulations. c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following: i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 CFR Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance; ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability; iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance; iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and 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.		
ARPA Terms, Conditions, & Records	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.	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	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.	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, &	12. False Statements. Recipient understands that making false statements or claims in	Section 9901 of the American Rescue	Contractor RFP/IFB Contractor RFQ

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
Records	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.	Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	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. c. 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. d. 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; v. An authorized official of the Department of Justice or other law enforcement agency; vi. A court or grand jury; or	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
	vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct. 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.		
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 C – Other Related Information

To be inserted

Exhibit D – Insurance Certificate

To be inserted

Exhibit E – Bid, Performance, and Payment Bonds

To be inserted

Exhibit F – Eligibility Verification (SAM.gov)

Vendor to provide a dated printout of their active status without exclusions from SAM.gov website

Exhibit G – Certificate of Interested Parties (Form 1295)

Form 1295 (Certificate of Interested Parties) must be completed on the Texas Ethics Commission's website as part of this project prior to contract execution. Form 1295 can be accessed here: <https://www.ethics.state.tx.us/filinginfo/1295/> and must be returned with the certification number assigned after completion

CITY OF LA MARQUE

1111 BAYOU ROAD, LA MARQUE, TEXAS 77568

INVITATION FOR BIDS (IFB) COMPETITIVE PROCUREMENT FOR GENERAL SERVICES, SUPPLIES, AND/OR EQUIPMENT

This IFB is being supported
by federal award number RCP-056096
allocated to the

CITY OF LA MARQUE

under the

American Rescue Plan Act (ARPA)

Coronavirus State and Local Fiscal Recovery Funds (SLFRF)

by the U.S. Department of the Treasury



Prepared By: Police Department

Procurement reference number 2240

American Rescue Plan Act (ARPA) Invitation for Bids (IFB)

October 1, 2024

Re: Invitation for Bids (IFB) for Computers for Patrol Units (MCTs) funded with Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Allocated Under the American Rescue Plan Act (ARPA)

Dear Vendor:

The City of La Marque, hereinafter called "Entity", has received an allocation of American Rescue Plan Act (ARPA) funds, and is issuing an Invitation for Bids (IFB) for a general purchases and supplies contract. The item(s) are being solicited to assist the Entity in completing and implementing programs and/or projects funded with its allocation of ARPA funds.

The Sole Point of Contact for this solicitation may provide information regarding this IFB. Refer to the **Schedule of Events and Selection Summary** in Section 1 of this document for response details.

Respondent is responsible for ensuring that their IFB response is received in a timely manner and that it contains all elements of the IFB, including all required forms and any addendums issued. Respondent should complete the Solicitation Response Cover Sheet/Acknowledgement of Addenda/Submission Checklist contained in Attachment A and all other requirements identified in the IFB. IFB responses received after the deadline will not be opened and therefore not evaluated or considered for award, regardless of whether or not the delay was outside the control of the submitting provider. City of La Marque reserves the right to negotiate with providers submitting timely responses in accordance with state and federal procurement requirements, to reject any and all bids, and to select multiple respondents if it deems it's in the best interest of the Entity and/or desires to do so.

The Entity is an Affirmative Action/Equal Opportunity Employer. Minority Business Enterprises, Small Business Enterprises, Women Business Enterprises, and Labor Surplus Area firms are encouraged to submit bids.

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INVITATION FOR BID – GENERAL INFORMATION

SECTION 1 – SCHEDULE OF EVENTS AND SELECTION SUMMARY

1.1 SCHEDULE OF EVENTS – ALL DATES ARE TENTATIVE

- 1.1.1 The Entity reserves the right to change dates at any time. At the sole discretion of the Entity, events listed in Section 1 are subject to scheduling changes and cancellation. The Entity will make public any changes to the stated schedule.
- 1.1.2 All requests, questions, or other communication about this solicitation shall be made in writing and addressed to the Entity's Sole Point of Contact listed in Section 1. Only the Sole Point of Contact may be contacted regarding required elements for this IFB.
- 1.1.3 Respondent must review all documents and information in the *Exhibits* section and complete the required documents in the *Attachments* section and return with the signed bid sheet to the Entity's Sole Point of Contact.

SCHEDULE OF EVENTS + RESPONSE REQUIREMENTS

SCHEDULE OF EVENTS	
RFP NOTICE DATE:	October 1, 2024
VENDOR QUESTIONS DUE:	October 15, 2024, 5:00 PM CST
QUESTIONS ANSWERED BY:	October 22, 2024, 5:00 PM CST
PRE-PROPOSAL CONFERENCE: The Entity shall reject responses submitted by firms that do not attend the mandatory pre-proposal conference.	October 10, 2024 http://cityoflamarque.org/bidszoom
SITE VISIT: The Entity shall reject responses submitted by firms that do not attend the mandatory site visit.	If needed, will be scheduled.
PROPOSAL DUE DATE:	October 31, 2024, 10:00 AM CST
ESTIMATED AWARD DATE:	November 18, 2024, 6:00 PM CST
RESPONSE REQUIREMENTS	
QUESTIONS & ANSWERS ONLY – SOLE POINT OF CONTACT	

The Entity will allow written questions and requests for clarification of this solicitation. Questions must be submitted by email to the Sole Point of Contact listed below. Respondents' names will be removed from questions in any responses released.	
SOLE POINT OF CONTACT NAME:	City Clerk
ADDRESS:	1111 Bayou Road La Marque, TX 77568
EMAIL:	bids@cityoflamarque.org
PHONE:	409-938-9259
DELIVERY OF RESPONSE PROPOSAL – POINT OF CONTACT	
For digital delivery, Subject Line should include Respondent's Name, RFP number, time/due date of RFP and completed response and all attachments uploaded to the following point of contact:	
NAME:	-
TITLE:	City Clerk
DELIVERY POINT:	Bidsubmit.cityoflamarque.org
If mailed or hand-delivered, sealed proposals (an original and 3 copies) should be submitted on the original forms provided. Each response must be sealed and should be placed in a properly identified envelope with Respondent's Name, RFP number, and time/due date of RFP.	
For mail or hand-delivery, deliver response and all attachments to:	
NAME:	-
TITLE:	City Clerk
ADDRESS:	1111 Bayou Road LaMarque, TX 77568

1.2 SELECTION OF RESPONDENT(S)

- 1.2.1 The Entity intends to select Respondent(s) that best meet the needs of the Entity and that provide the best overall value. The Entity reserves the right to award multiple contracts from the finalist pool of successful Respondent(s). Respondents will be rated and ranked according to the evaluation criteria set forth below.
- 1.2.2 The Entity reserves the right to check references on any projects performed by the Respondent, whether provided by the Respondent or known by the Entity.
- 1.2.3 The Entity is not required to accept the lowest cost proposal.
- 1.2.4 See SECTION 4 – EVALUATION CRITERIA, for additional information on how Respondents will be evaluated and selected.

SECTION 2 – INTRODUCTION AND GENERAL CONDITIONS

2.1 GENERAL DESCRIPTION OF THE SCOPE OF WORK (SOW) – SEE SECTION 3 AND EXHIBIT A FOR SOW DETAILS

The Entity has received an allocation of American Rescue Plan Act (ARPA) funds and is issuing an Invitation for Bids (IFB) for a general purchases and supplies contract. The item(s) are being solicited to assist the Entity in completing and implementing programs and/or projects funded with its allocation of ARPA funds.

This solicitation includes purchase of:

2.1.1 **General Description:** In-Car Radios for Police Units. See exhibit A for further details.

2.1.2 The scope of work includes all labor, materials, goods and/or services necessary to provide the purchased items, including any installation specified in **Exhibit A**. The respondent shall submit a written copy of all warranty information prior to final acceptance by Entity.

2.1.3 **REFERENCED BRAND EXAMPLE:** Catalogs, brand names or manufacturer's references are descriptive only and indicate type and quality desired. Proposals on brands of like nature and quality will be considered. If proposing other than the referenced brands/model number, Respondent must show manufacturer, brand or trade name, product number and provide complete descriptive information of product offered and include with response. Failure to take exception to specifications or reference data will require Respondent to furnish specified brand names, numbers, etc.

2.2 CONSIDERATION OF AWARD

To be considered for award, Respondents must adhere to the requirements, when applicable to Vendors, as set forth in **Exhibit B**, the ARPA Required Provisions, and provide all other required information and documentation as set forth in this solicitation.

2.3 CONTRACT AWARD

The Entity may award a Firm Fixed Price Contract. A Respondent's proposal must be responsive to this solicitation and include all required documents as instructed in the solicitation and listed in the *Solicitation Response Cover Sheet/Acknowledgement of Addenda/Submission Checklist* (**Attachment A**).

2.4 TERM OF PURCHASE CONTRACT

The Contract or Purchase Order shall be effective upon date of execution (signed by the Entity designee), shall contain terms and conditions for the purchase, including delivery date and delivery location, and shall expire upon delivery and final acceptance by the Entity. A sample contract is available for review at **Appendix I**.

2.5 BID ACCEPTANCE

2.5.1 Proposals must be received, time stamped or otherwise acknowledged before the specified hour and date. Late submittals WILL NOT be considered under any circumstances. The Entity will not be held responsible for any solicitation response that is mishandled prior to receipt by the Entity. The Entity will not be responsible for any technical issues that result in late delivery, inappropriately identified

documents, or other submission error that may lead to disqualification (including substantive or administrative) or nonreceipt of the respondent's response.

- 2.5.2 The Entity reserves the right to accept or reject any and all proposals, to accept any proposal deemed advantageous and to waive irregularity in the proposals. By submitting a response, the Respondent acknowledges and will adhere to all specifications as stated within this procurement packet.
- 2.5.3 Bids CANNOT be altered or amended after the due date. Any alterations made before the due time must be initialed by Respondent or authorized agent. No response may be withdrawn after due date without approval and based on a written acceptable reason.
- 2.5.4 The Entity reserves the right to revise or amend the specifications prior to the due date. Such revisions or amendments, if any, will be announced by amendments or addendums to these specifications. Copies of such amendments or addendums so issued will be posted to the Entity's bidding websites. If Respondent demonstrates just reason for a change, the Entity must have at least five (5) working days' notice prior to submission due date.
- 2.5.5 In the event that Respondent finds discrepancies in or omissions from the specifications or other documents or be in doubt as to their meaning, Respondent should at once notify the Entity Sole Point of Contact and obtain clarification prior to submitting a response.
- 2.5.6 All Respondents must meet or exceed the minimum specifications to be considered a valid response. The Entity reserves the right to accept or reject all or any part of any response, waive minor technicalities and award the contract either to the lowest responsible Respondent or to the Respondent who provides goods or services at the best value for the Entity.
- 2.5.7 The Respondent agrees to protect the Entity from claims involving infringement of patents or copyrights.

PROPRIETARY OR CONFIDENTIAL INFORMATION; TEXAS PUBLIC INFORMATION ACT: Any proprietary, trade secret, or otherwise confidential information Respondent includes in its Proposal must be clearly labeled as proprietary or confidential information, and Respondent must identify the specific exception to disclosure in the Public Information Act (PIA). Merely making a blanket claim that the entire Proposal is protected from disclosure because it contains some proprietary information is not acceptable and shall make the entire Proposal subject to release under the PIA. Any information which is not clearly identified as proprietary or confidential shall be deemed to be subject to disclosure pursuant to the PIA.

Information, documentation, and other material in connection with this Response or any resulting Contract may be subject to public disclosure under the Texas PIA, Chapter 552 of the Texas Gov't Code.

- 2.5.8 There is no guarantee a contract will be awarded. The Entity reserves the right to cancel this IFB at any time.
- 2.5.9 All proposals become public documents and are subject to public review (upon request and as allowed by law). The submission of an IFB response will constitute representation by the Respondent that it understands and has complied with the requirements of the IFB. Submission of a response indicates the IFB information provided was sufficient in scope and detail to convey understanding of anticipated terms and conditions for performance of the work.
- 2.5.10 IFB Respondents assume all costs of preparation of the proposal. IFB responses become the property of the Entity.

2.6 PROHIBITED COMMUNICATION

On issuance of this solicitation, except for the written inquiries described in Section 2.6 above, the Entity, its representative(s), or partners will not answer any questions or otherwise discuss the contents of this solicitation with any potential respondent. This restriction does not preclude discussions between affected parties for the purposes of conducting business unrelated to this solicitation. Failure to comply with these requirements may result in disqualification of respondent's solicitation response.

2.7 TERMINATION CONDITIONS

See Contract at **Appendix I** for Termination Conditions.

2.7.1 FAILURE TO ENTER INTO A CONTRACT

Should the Selected Respondent ("Vendor"), to whom the contract is awarded, fail to enter into a contract within twenty-one (21) business days, the Entity may then, at its option, retain the Vendor's bid deposit/bond (if required) and accept the bid of the next lowest responsible bidder.

SECTION 3 – SCOPE OF WORK/TECHNICAL SPECIFICATIONS

3.1 MINIMUM REQUIREMENTS

- 3.1.1 The selected Vendor shall have no convictions or civil judgments preceding nor thereafter this solicitation rendered against Respondent for 1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; 2) violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- 3.1.2 The selected Vendor shall not ever have been indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated above.
- 3.1.3 Where applicable, Vendor's staff must meet and maintain current certifications and or licensure requirements as mandated by state law or the appropriate licensing authority.
- 3.1.4 Vendor must not be debarred at the time of response submission, and prior to award of a contract, the System for Award Management (SAM.gov) and the Texas Comptroller's website will be checked to ensure Vendor is not debarred. If the Vendor is debarred, the Vendor's proposal will not be evaluated.

3.2 SCOPE OF SERVICES Construct

- 3.2.1 **The required products or services shall be provided in accordance with attached Exhibits:**
 - **Exhibit A:** Project Scope of Work
 - **Exhibit B:** ARPA Required Provisions
 - **Exhibit C:** Other Relevant Information

- 3.2.2 **Work Orders**

During the term of any contract awarded, the Entity may request the Vendor to perform certain tasks as described in the scope, subject to a specific work order authorization. All work authorizations shall be in writing, signed by all parties, and shall include a scope of services, a list of tasks to be performed, a time schedule, a list of deliverables and such other information or special conditions as may be necessary for the work requested.

- 3.2.3 **Condition of Product:** New Equipment ONLY; NO re-manufactured or “gray market” items. All items must be covered by the manufacturer’s warranty. The unit(s) shall be made ready for continuous operation upon delivery. Respondent is cautioned that any unit delivered to the FOB point that does not meet specifications in every aspect will not be accepted.
- 3.2.4 **All Parts:** All parts not specifically mentioned which are necessary for the unit to be complete and ready for operation or which are normally furnished as standard equipment shall be furnished by the vendor. All parts shall conform in strength, quality, and workmanship to the accepted standards of the industry.
- 3.2.5 **Manuals:** Manuals containing illustrated parts list and operating and service instructions for the units shall be delivered with units. Manuals shall outline all necessary service and operating instructions for the units delivered and provide necessary warning and safety precautions.
- 3.2.6 **Warranty Requirements:** The units shall be warranted against defects in material and workmanship for a standard manufacturer’s warranty and shall cover 100% parts and labor for the units. Vendor shall furnish warranty and a list of warrantied repair companies to the Entity at time of delivery. The warranty begins on the date the units are determined to meet specifications and accepted by the Entity.

3.3 DELIVERY AND ACCEPTANCE

- 3.3.1 **Freight Charges:** Shipping shall be FOB destination; therefore, unit prices must include all shipping, handling, fuel surcharges, and delivery fees.
- 3.3.2 **Delivery Schedule:** Recommended delivery not to exceed ninety (90) calendar days from date of award; delivery terms may be a factor in determining award. Respondent must contact the Entity point of contact to schedule delivery date and time. Respondent shall provide a minimum forty-eight (48) hours’ notice prior to delivery.

3.4 DELIVERY CONTACT(S): Respondent shall contact the Entity for delivery a minimum of one (1) week in advance to coordinate delivery.

Delivery Contact Name:	T. Anders
Phone:	409-938-9224
Email:	t.anders@cityoflamarque.org

3.5 REGISTRATION AND TITLING (when applicable): Permanent registration and titling will be performed by the Entity. **DO NOT REGISTER ITEM.** Respondent shall supply, as applicable, dealer’s tag for item for sixty (60) days from date of delivery. The original Certificate of Origin (COO) or Manufacturer’s

Statement of Origin (MSO) as well as the most current version of TXDMV Form 130U or Application for Texas Title with signature shall be submitted with an invoice to the Entity.

3.6 DELIVERY DELAYS: If delay is foreseen, Respondent shall give written notice to the Entity and must keep the Entity advised of status of order at all times. Default in promised Delivery Days After Receipt of Order (ARO) without accepted reasons or failure to meet specifications authorizes the Entity to cancel contract/Purchase Order.

3.7 COMPLIANT PRODUCTS: Delivery does not occur until the Respondent delivers products, materials, or services in full compliance with the specifications to Entity's FOB destination, unless delivery is specifically accepted, in whole or in part, by the Entity. Providing products, materials, or services which do not meet all specification requirements does not constitute delivery. Entity reserves the right to require new delivery or a refund in the event that materials or products not meeting specifications are discovered after payment has been made. **NO SUBSTITUTIONS PERMITTED WITHOUT WRITTEN APPROVAL OF THE ENTITY.**

3.8 ACCEPTANCE: All equipment ordered will be subject to acceptance inspection and performance testing upon receipt. Acceptance inspection and performance testing will not take more than five (5) working days, weather permitting. Respondent will be notified within this time frame of any units not delivered in full compliance with the purchase order specifications. In the event the goods tested fail to meet or exceed all conditions and requirements of the solicitation and Contract, the goods will be rejected in whole or in part, at the State's Entity's option, and returned to the Vendor or held for disposition at the Vendor's expense. Latent defects may result in cancellation of the Contract at no expense to the Entity.

3.9 RECORD KEEPING

3.9.1 Respondents shall provide, enter, or upload all documentation, communications, and records including all permits, certifications, warranties, and approvals regarding all provided services/products as instructed by the Entity.

3.9.2 Respondents shall maintain records of all events that affect, or may be expected to affect the quality, scope, or progress of the services. All records shall be retained for a period of **five (5) years** following the closeout of the Entity's federal grant.

3.9.3 Insurance

3.9.3.1 If applicable, an original, certified copy of an Insurance Certificate listing the Entity as additional insured, must be submitted with the Respondent's submittal (**see Attachment E for requirements**). The successful Respondent will be required to maintain at all times during performance of the Contract, the insurance detailed below.

3.9.3.2 Workers' Compensation Insurance

3.9.3.3 Employers' Liability Insurance

3.9.3.4 Comprehensive General Liability Insurance

3.9.3.5 Excess Liability Insurance, Comprehensive General Liability Insurance, Comprehensive Automobile Liability Insurance

3.10 TERMS AND CONDITIONS

- 3.10.1 **Indemnity Clause** – The Respondent agrees to indemnify and save harmless the Entity and its officers, agents, and employees from any and all claims, causes or action, and damages of every kind, for injury to or death of any person and damages, to property arising out of or in connection with the work done by Respondent under this contract, and including acts or omissions of the Entity or its officers, agents, or employees in connection with said contract.
- 3.10.2 **Equal Opportunity Employer** – The successful Respondent shall warrant and agree that he/she is an Equal Opportunity Employer. Should complaints of any form of discrimination, either in dispensation of the service, or within company hiring policies be substantiated, this contract may be terminated immediately.
- 3.10.3 **Assignment** – The successful Respondent may not assign, sell, or otherwise transfer this contract without prior written consent of the Entity.
- 3.10.4 **Compliance with Laws** – The Respondent 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.
- 3.10.4.1 Additionally, all applicable local government codes for the State of Texas also apply to this contract. All equipment, supplies and work furnished under this contract shall comply with applicable laws, ordinances, and regulations. Respondent shall obtain and pay for such permits and inspections as are required for the legal performance of this work, unless otherwise specified. Respondent shall comply with all federal and state laws and Entity's ordinances and codes applicable to the Respondent's operation under this contract. These specifications and the contract resulting here shall be fully governed by the laws of the State of Texas and shall be fully performable in Galveston County, Texas, where venue for any proceeding arising hereunder will lie.
- 3.10.5 **Silence of Specifications** – The apparent silence of specifications as to any detail, or the apparent omission from it or a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality shall be used. All interpretations of specifications shall be made on the basis of this statement. The Respondent should request clarification from the Entity as specified in this document.

SECTION 4 – EVALUATION CRITERIA

4.1 RESPONSIVENESS OF QUALIFICATIONS SUBMISSION:

Pass/Fail

Qualifications submission shall be responsive to all material requirements that shall enable the evaluation committee to evaluate responses in accordance with the evaluation criteria to make a recommendation to Officials of the Entity.

4.2 FINANCIAL STABILITY OF RESPONDENT:

Pass/Fail

Financial stability of the Respondent to successfully undertake the project and the ability to ensure performance over the duration of the contract.

4.3 TECHNICAL REQUIREMENTS:

100 Points Total

Extent to which the provided service or products meets the needs of the Entity, including, but not limited to, the criteria in the evaluation matrix and in the submission requirements section and as expressed in this document.

4.4 EVALUATION CRITERIA AND RATING SHEET:

Solicitation responses shall be evaluated in accordance with Part 200 of the Uniform Administrative Requirements, Cost Principles, Audit Requirement, and Chapter 2269 of the Texas Government Code. The Entity will make the selection on the basis of demonstrated competence and qualifications; and to a Respondent that provides a fair and reasonable price.

The Entity evaluates the responses, prepares a Bid Tabulation sheet, determines the award on the basis of fair and reasonable pricing considered to be the Best Value to the Entity.

Only responses submitted in compliance with the **Schedule of Events + Response Requirements** section and meeting qualifications will be considered. Failure to submit the required information may be cause for rejection of the bid response. The Entity reserves the right to waive informalities and minor irregularities in bids received.

Initial Compliance Screening

The Entity will perform an initial screening of all solicitation responses received. Unsigned solicitation responses, and solicitation responses that do not meet the minimum qualifications above and/or do not include all required forms and information may be subject to rejection without further evaluation.

Additional Evaluation Criteria

All solicitations will be evaluated based on Responsiveness and Price. Responsiveness means adhering to the Terms and Conditions and specifications of the supplies requested. If Respondent(s) who has the lowest price is deemed to be non-responsive, Entity will disqualify the offer and evaluate the response of the next lowest priced responsive Respondent.

Evaluation Process: The Entity's Evaluator(s) completes a Rating Sheet using the criteria described below. The bid submitted must be a firm-fixed price.

Rating Sheet

EVALUATION CRITERIA	SCORE
Responsiveness of Proposal	Pass/Fail
Financial Stability	Pass/Fail
Understanding of Work; Experience and Qualifications	20
Capacity to Perform, Delivery/Service Schedule, and References	20
Pricing	60

TOTAL SCORE	100
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SECTION 5 – RESPONSE SUBMISSION REQUIREMENTS

This section details the requirements for submitting all required information. Respondents are advised to see Schedule of Events + Response Requirements on Page 4 of this document, and to carefully review all the requirements and submit all documents and information as indicated in this IFB. Additional information may be requested for clarification. Incomplete responses may lead to a submission being deemed nonresponsive and will not be considered.

To ensure some degree of uniformity in the submission, please follow the outline listed below.

5.1 STATEMENT OF INTEREST

The statement of interest should be limited to a maximum of two (2) pages and must include a brief introduction of the company, a statement of the Respondent's understanding of the work to be performed and that the company meets and will comply with the requirements set forth in this document.

5.2 EXPERIENCE AND RELEVANT QUALIFICATIONS

Respondent shall demonstrate related professional qualifications, experience, and knowledge similar to this scope of work. Response should include information similar in scope and size to the scope of work in this IFB. Limit to four (4) pages. Minimum submission shall address the following:

5.2.1 Experience – Respondents shall provide a concise narrative description of their firm's experience in services similar in size and scope to the requested scope of services. Describe any work performed in or for the Entity. Respondents shall provide descriptions of at least three (3) projects of similar size and scope to this Program. Projects should include project location, duration and project description and scope of work the Respondent performed.

5.2.2 Relevant Qualifications – Respondents must provide a brief summary to include total number and types of employees, skills, knowledge and abilities, company background history, and number of years in providing similar services as outlined in this document.

5.3 CAPACITY TO PERFORM

Respondent should state its firm commitment to provide goods or services within the prescribed delivery date and time.

5.3.1 Work Capacity: Respondent shall provide information to demonstrate capacity to perform requested work. Respondents shall provide a detailed typical schedule to show sequence of key work activities and the number of days to complete each task.

5.3.4 If applicable, **Bonding Capacity:** Respondent(s) shall provide proof of bonding capacity in a statement addressed to the Entity from a certified bonding company authorized to do business in the State of Texas. The letter must clearly state the amount of Firm's bonding capacity to be reserved for the Entity's projects. Firm shall carry a minimum bonding capacity of the project value upon execution of the Contract. The bond(s) must be made payable to the Entity. In your response,

please provide a statement regarding your ability to provide proof of bonding as directed in the Exhibits that follow.

5.4 FINANCIAL STABILITY

Respondent shall provide a statement that includes the following:

- 5.4.1 A full disclosure of any events, liabilities, or contingent liabilities that could affect Respondent's financial ability to perform this contract; and
- 5.4.2 Other financial information sufficient for the Entity, in its sole judgement, to determine if Respondent is financially solvent or adequately capitalized.

5.5 LEGAL ACTIONS

Provide a list of all pending litigation and include a brief description of the reason for legal action (if applicable).

5.6 PRICING

- 5.6.1 Respondents shall complete and submit the Pricing Sheet (see **Attachment B**).
- 5.6.2 Prices for all goods and/or services shall be all inclusive. Pricing offered shall be valid for ninety (90) days from response due date.
- 5.6.3 The Entity is exempt from taxes. DO NOT INCLUDE TAX IN YOUR PRICING SUBMITTAL.
- 5.6.4 Estimated Quantities – Quantities indicated are estimated based upon the best available information. The Entity reserves the right to increase or decrease the quantities by any amount deemed necessary to meet its needs without any adjustments in the bid price.

LIST OF EXHIBITS

EXHIBIT A PROJECT SCOPE OF WORK

EXHIBIT B REQUIRED CONTRACT PROVISIONS

**EXHIBIT C OTHER RELEVANT INFORMATION/SPECIAL
CONDITIONS**

EXHIBIT A – PROJECT SCOPE OF WORK

Must meet the minimum specifications (or the equivalents) listed below:

Must be generally rugged and able to deliver top-of-the-line capabilities in all areas such as: Extremely fast processors with integrated graphics, and up to 64GB DDR4 RAM. The laptop must be easy to carry, comfortable to use, and certified to be fully rugged, with the most up-to-date wireless capabilities. Must have a screen readable even on the brightest days. Must have features that enable enhanced data security.

Durability: Must be engineered for extreme conditions. Must be able to withstand rain, dust, shock and vibration. Must be independently certified to [MIL-STD-810H](#), [MIL-STD-461G](#), and IP66 to withstand temperatures from -29°C to +63°C (-20°F to 145°F) and a 6-foot drop while operating. Must be intrinsically safe, meeting ANSI/UL 12.12.01 standards (per request) for Class 1 Division 2 hazardous environments.

These laptops must be designed to operate in diverse working conditions. Must have a large touchscreen display that responds to finger, stylus, or glove inputs even in the rain, snow, or fog. The screen must allow for comfortable reading and viewing even under direct sunlight.

Must possess mobility that makes it easy to carry on foot, store in a compartment, or mount safely in a vehicle. Should have rounded corners and a simple docking connection that make in-cabin use safe and convenient.

Must have the ability to incorporate top privacy and security measures to ensure our data is protected. Users must be able to sign in quickly and securely through multi-factor authentication, which may include a smart card reader, an optional HF RFID reader, and an optional Windows Hello facial recognition. Must have added layers of security to prevent the threats of today.

Must have key I/O ports which include a serial port(s), a display port, high-speed data transfer, PowerShare USB 3.2 for power transfer even when the computer is turned off, HDMI 2.0 for easy media connection to monitors or projectors. Must have an onboard expansion slot that accommodates a smart card reader.

Overall, must be built for ultra-high-speed communication and smooth operational coordination of field operations. Optional: 4G-LTE and 5G Sbu-6 with integrated GPS, coupled with the latest Intel® Wi-Fi 6E AX211 (802.11ax) technology, enable ultra-broadband redundancy, with Bluetooth 5.3 handling the low-power duties, and dedicated GPS available for ultra-precise

navigation and location tracking.

All prices must include all accessories to ensure normal operation of products, plus shipping, handling, fuel surcharges, and delivery fees.

Item	Description	Quantity	Unit of Measure
1	Computers for Police Units (MCTs-Mobile Command Terminals)	42	
2			
3			
4			
5	DELIVERY LOCATION: La Marque City Hall Bayou road, La Marque, TX, 77568		
6	DELIVERY SCHEDULE: 90 Days		

EXHIBIT B – 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
	2 CFR 200 Appendix II (A-L)		
>\$250,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908 , must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.	2 CFR 200 APPENDIX II (A)	Contractor RFP/IFB Contractor RFQ Subrecipients
>\$10,000	All contracts in excess of \$10,000 must address termination for cause and for convenience by the Non-Federal entity including the manner by which it will be affected and the basis for settlement.	2 CFR 200 APPENDIX II (B)	Contractor RFP/IFB Contractor RFQ Subrecipients
None	Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." 41 CFR 60-1.4 Equal opportunity clause. (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: 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: During the performance of this contract, the contractor agrees as follows: (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and	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
	selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin. (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information. (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. (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. (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. (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. (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: 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. 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		

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. 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. 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.		
>\$10,000,000 for ARPA but State Provision Applies at any amount and/or >\$2,000 for CDBG/Braided Funds Projects See TX Prevailing Wage Laws	Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$10,000,00 awarded by Non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The Non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The Non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Non-Federal entity must report all suspected or reported violations to the Federal awarding agency.	2 CFR 200 APPENDIX II (D)	Contractor RFP/IFB Subrecipients
>\$100,000	Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the Non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is	2 CFR 200 APPENDIX II (E)	Contractor RFP/IFB Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open 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

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	See 2 CFR §200.323 - Procurement of Recovered Materials. 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. 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. - 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— - Competitively within a timeframe providing for compliance with the contract performance schedule; - Meeting contract performance requirements; or - At a reasonable price. - Information about this requirement, along with the list of EPA-designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program. - The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the “Solid Waste Disposal Act.”	2 CFR 200 APPENDIX II (J)	Contractor RFP/IFB Contractor RFQ Subrecipients
	See 2 CFR §200.216 - Prohibition on certain telecommunications and video surveillance services or equipment (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to: - Procure or obtain; - Extend or renew a contract to procure or obtain; or - Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). - 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). - Telecommunications or video surveillance services provided by such entities or using such equipment. - 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	2 CFR 200 APPENDIX II (K)	Contractor RFP/IFB Contractor RFQ Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	owned or controlled by, or otherwise connected to, the government of a covered foreign country. (b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. (c) See Public Law 115-232, section 889 for additional information. (d) See also § 200.471.		
	See 2 CFR §200.322 - Domestic Preferences for Procurements. (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. (b) For purposes of this section: (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. (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.	2 CFR 200 APPENDIX II (L)	Contractor RFP/IFB Contractor RFQ Subrecipients
	Additional 2 CFR 200 references & Other Regulations		
None	The Federal awarding agency must establish conflict of interest policies for Federal awards. The Non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.	2 CFR 200.112	Contractor RFP/IFB Contractor RFQ Subrecipients
None	Contracting with HUB, small and minority businesses, women’s business enterprises, and labor surplus area firms. (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. (b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women’s business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;	2 CFR 200.321	Contractor RFP/IFB Contractor RFQ Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.		
>\$10,000	An NFE (Non-Federal Entity) that is a state agency or an agency of a political subdivision of a state, and the NFE's contractors must comply with Section 6002 of the Solid Waste Disposal Act. Applicable NFEs must include a contract provision requiring compliance with this requirement. This includes contracts awarded by a state agency or political subdivision of a state and its contractors for certain items, as designated by the EPA, with a purchase price greater than \$10,000. Indian Tribal Governments and nonprofit organizations are not required to comply with this provision. Additional requirements are listed below.	2 CFR 200.323	Contractor RFP/IFB Contractor RFQ Subrecipients
None	Financial records, supporting documents, statistical records, and all other Non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon Non-Federal entities. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations. The only exceptions are the following: (a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations. (b) When the Non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period. (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition. All records related to ARPA shall be maintained for 5 years per the ARPA terms and conditions and regulations. (d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the Non-Federal entity All records related to ARPA shall be maintained for 5 years per the ARPA terms and conditions and regulations. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations. (e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the Non-Federal entity's fiscal year in which the program income is earned. (f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting	2 CFR 200.334	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates). (1) <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. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations. (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. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations.		
None	The Federal awarding agency and the Non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the Non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not 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.	2 CFR 200.336	Contractor RFP/IFB Contractor RFQ Subrecipients
None	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.	Texas Government Code 2252.152	Contractor RFP/IFB Contractor RFQ Subrecipients
>\$100,000	PROVISION REQUIRED IN CONTRACT. (a) This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.	Texas Government Code 2271	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
For Critical Infrastructure Projects	PROHIBITION ON CONTRACTS WITH CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE. PROHIBITED CONTRACTS. (a) A governmental entity may not enter into a contract or other agreement relating	Texas Government Code, Title 10, Subtitle F, Chapter 2274.0102	Subrecipients EC 6.1 Awardees

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	to critical infrastructure in this state with a company: (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 (2) if the governmental entity knows that the company is: (A) owned by or the majority of stock or other ownership interest of the company is held or controlled by: (i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; or (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 (B) headquartered in China, Iran, North Korea, Russia, or a designated country. (b) The prohibition described by Subsection (a) applies regardless of whether: (1) the company's or its parent company's securities are publicly traded; or (2) the company or its parent company is listed on a public stock exchange as: (A) a Chinese, Iranian, North Korean, or Russian company; or (B) a company of a designated country.		
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
ARPA Terms & Conditions			
ARPA Terms, Conditions, & Records	1. Use of Funds. a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing. 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.	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.	Subrecipients

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		117-2; Section 602(b), 603(b) and/or 603(c) as applicable	
ARPA Terms, Conditions, & Records	4. Maintenance of and Access to Records 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. 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. 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.	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	5. Pre-award Costs. Pre-award costs, as defined in 2 CFR § 200.458, may not be paid with funding from this award.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.	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	7. Cost Sharing. Cost sharing or matching funds are not required to be provided by 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	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.	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	9. Compliance with Applicable Law and Regulations. 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. b. Federal regulations applicable to this award include, without limitation, the following: 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	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

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	exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award. ii. Universal Identifier and System for Award Management (SAM), 2 CFR Part 25, pursuant to which the award term set forth in Appendix A to 2 CFR Part 25 is hereby incorporated by reference. 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. 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. 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. vi. Governmentwide Requirements for Drug-Free Workplace, 31 CFR Part 20. vii. New Restrictions on Lobbying, 31 CFR Part 21. viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations. ix. Generally applicable federal environmental laws and regulations. c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following: i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury’s implementing regulations at 31 CFR Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance; ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability; iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance; iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury’s implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and 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.		
ARPA Terms, Conditions, & Records	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.	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	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.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c)	Subrecipients

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		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	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

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	management; v. An authorized official of the Department of Justice or other law enforcement agency; vi. A court or grand jury; or vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct. 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.		
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 C – OTHER RELEVANT INFORMATION/SPECIAL CONDITIONS

ATTACHMENTS

THE FOLLOWING DOCUMENTS MUST BE COMPLETED AND INCLUDED IN THE RESPONSE PACKAGE:

- | | | |
|-----|--------------|--|
| 1. | ATTACHMENT A | SIGNED SOLICITATION RESPONSE COVER SHEET/ACKNOWLEDGEMENT OF ADDENDA/SUBMISSION CHECKLIST |
| 2. | ATTACHMENT B | PRICING SHEET |
| 3. | ATTACHMENT C | SYSTEM FOR AWARD MANAGEMENT (SAM.GOV) RECORD SEARCH |
| 4. | ATTACHMENT D | CUSTOMER/CLIENT REFERENCES |
| 5. | ATTACHMENT E | CERTIFICATE OF INSURANCE (IF APPLICABLE) |
| 6. | ATTACHMENT F | ETHICS AND CONFLICT OF INTEREST ACKNOWLEDGEMENT (OPTIONAL) |
| 8. | ATTACHMENT G | TEXAS ETHICS COMMISSION CERTIFICATE OF INTERESTED PARTIES (FORM 1295) |
| 9. | ATTACHMENT H | CONFLICT OF INTEREST QUESTIONNAIRE (FORM CIQ) |
| 10. | ATTACHMENT I | DISCLOSURE OF LOBBYING ACTIVITIES SF-LLL CERTIFICATION |
| 11. | ATTACHMENT J | BIDDER’S CERTIFICATION |
| 12. | ATTACHMENT K | NON-COLLUSION AFFIDAVIT |

ATTACHMENT A:

SOLICITATION RESPONSE COVER SHEET/ACKNOWLEDGMENT OF ADDENDA/SUBMISSION CHECKLIST

Title of Solicitation:	
Name of Respondent:	
Company:	
Mailing Address:	
City, State, Zip:	
Phone Number:	
Company Contact Email Address:	
Texas Vendor ID Number:	
EIN/Federal Tax Identification Number:	

ACKNOWLEDGEMENT OF ADDENDA

ADDENDUM NO.	DATE ISSUED

☐ Please check this box if no addenda were issued.

ATTACHMENT A (CONTINUED)

SOLICITATION RESPONSE COVER SHEET/ACKNOWLEDGMENT OF ADDENDA/ SUBMISSION CHECKLIST

This checklist is provided for the Respondent's use in assuring compliance with required documentation; however, it does not include all specification requirements and does not relieve the Respondent of the need to read and comply with the specifications. Your submittal of the documents attests to the fact that you have read and/or included the documents with your response.

SUBMISSION CHECKLIST

CHECK FOR COMPLETION	DOCUMENTS REQUIRED FOR SUBMISSION
☐	A. Solicitation Response Cover Sheet/Acknowledgement of Addenda/Submission Checklist
☐	B. Pricing Sheet
☐	C. System for Award Management (SAM.gov)
☐	D. Customer/Client References
☐	E. Certificate of Insurance
	F. Ethics and Conflict of Interest Acknowledgement (Optional)
N/A	G. Texas Ethics Commission Certificate of Interested Parties (Form 1295) (This is a sample and is only required to be completed by the Respondent selected for award.)
☐	H. Conflict of Interest Questionnaire (Form CIQ)
☐	Please check this box if the Respondent does not identify a conflict of interest and therefore, will not be submitting the Conflict of Interest Questionnaire Form CIQ.
☐	I. Disclosure of Lobbying Activities SF-LLL Certification (Required for all bids exceeding \$100,000)
☐	Please check this box if the bid does not exceed \$100,000.
☐	J. Bidder's Certification
☐	K. Non-Collusion Affidavit
☐	

The Respondent's authorized agent must sign this document to acknowledge having read this solicitation carefully and completely, including the list of addenda, and that the information submitted is true and correct.

AUTHORIZED AGENT NAME:	
AUTHORIZED SIGNATURE:	
TITLE OF AUTHORIZED AGENT:	
DATE OF SIGNATURE:	

ATTACHMENT B: PRICING SHEET

Respondent shall complete and submit the following pricing sheet with the bid response package. The Entity reserves the right to make an award on the basis of low bid in the interest of the Entity and to reject any and all bid items in the sole discretion of the Entity.

ITEM	DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENSION
1	Entity should enter the description and quantity of the services/products as contained in the Scope of Work in Exhibit A			\$	\$
2				\$	\$
3				\$	\$
4				\$	\$
5				\$	\$
TOTAL FIRM FIXED PRICE					\$
6	DELIVERY – Number of calendar days for delivery after receipt of the order:			90 Days	
Name of Firm:					
IFB #:					
IFB Name:					

AUTHORIZED AGENT – SIGNATURE AND CONTACT INFORMATION

The Respondent's authorized agent must sign this document to acknowledge they read this solicitation carefully and completely, and the information submitted is true and correct.

SIGNATURE OF AUTHORIZED AGENT:	
PRINTED NAME OF AUTHORIZED AGENT:	
TITLE OF AUTHORIZED AGENT:	
DATE OF SIGNATURE:	

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

This project is funded by Coronavirus State and Local Fiscal Recovery Funds which requires all contractors and vendors to be in good standing according to SAM.gov and the Texas State Comptroller's office.

Verification of SAM.gov Status

1. Respondent must not be suspended or debarred at the time of the proposal submittal. The proposal response package must include a completed Non-Debarment Certification Form located **on the next page** herein.
2. All Respondents must be pre-vetted for eligibility to perform the outlined ARPA funded scope of work. A printed screenshot from the SAM.gov website verifies whether the Vendor is excluded from contract participation at the federal level.

Contract Award

The ARPA Award Recipient must verify the SAM.gov status of the Respondent(s) selected for contract award prior to execution of the contract as stated in the Non-Debarment Certification Form. The final verification of the Respondent's SAM.gov status is completed prior to contract award, and in addition to the initial verification documentation provided with the proposal response submittal.

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

NON-DEBARMENT CERTIFICATION FORM

COMPANY/ENTITY LEGAL NAME:

STREET ADDRESS:

CITY:

STATE:

ZIP:

CONTACT NAME:

CONTACT EMAIL:

CONTACT PHONE:

*UEI #

**TIN #

*Subrecipients are required to have a Unique Entity Identifier (UEI) Number prior to an award. 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. **Beneficiary Entities are required to have UEI and/or TIN.

APPLICABLE REGULATIONS: As stated in the ARPA/SLFRF Terms & Conditions: "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."

Also, Federal Executive Order (E.O.) 12549: "Debarment" 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: www.sam.gov

Be advised that we may pursue available remedies per 2 CFR 180.360 as an ARPA recipient entity: "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."

[INITIAL]

CERTIFICATION & SIGNATURE

We hereby certify that we are not excluded, disqualified, or debarred from receiving federally funded awards.

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 this agreement's termination and/or the repayment of funds.

Your signature certifies that the information provided on this form is correct and 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.

SIGNATURE

PRINTED NAME & TITLE

DATE

FOR DEPARTMENT USE ONLY

SAM Debarment/Certification Record of Clearance

Yes [] No []

Note:

State of Texas Debarred Vendor List Cleared

Yes [] No []

Note:

Verified By:

Yes [] No []

Date:

ATTACHMENT D: CUSTOMER/CLIENT REFERENCES

Respondents shall use Attachment D to describe a minimum of three (3) and maximum of five (5) references for jobs, and corresponding references, completed within last five (5) years.

Respondent's Name: _____

The references shall illustrate recent experience successfully completing work of a similar nature and scope as the work described in this IFB. This form may be modified as needed to comply with the requirement to document company information. ***Failure to return this attachment (or a reasonable facsimile) may result in the proposal being considered non-responsive. Failure to provide references may result in the proposal being considered non-responsive.***

REFERENCE 1:

Company Name:	
Company Address:	
Contact Name/Title/Phone:	
Contact Email:	
Contract Award Date:	
Contract Completion Date:	
Contract Project Name:	
Brief Description of Services:	

REFERENCE 2:

Company Name:	
Company Address:	
Contact Name/Title/Phone:	
Contact Email:	
Contract Award Date:	
Contract Completion Date:	
Contract Project Name:	
Brief Description of Services:	

REFERENCE 3:

Company Name:	
Company Address:	
Contact Name/Title/Phone:	
Contact Email:	
Contract Award Date:	
Contract Completion Date:	
Contract Project Name:	
Brief Description of Services:	

REFERENCE 4:

Company Name:	
Company Address:	
Contact Name/Title/Phone:	
Contact Email:	
Contract Award Date:	
Contract Completion Date:	
Contract Project Name:	
Brief Description of Services:	

REFERENCE 5:

Company Name:	
Company Address:	
Contact Name/Title/Phone:	
Contact Email:	
Contract Award Date:	
Contract Completion Date:	
Contract Project Name:	
Brief Description of Services:	

ATTACHMENT E: CERTIFICATE OF INSURANCE
(PROPOSAL RESPONDER SUPPLIES INSURANCE WITH THE PROPOSAL PACKAGE)

INSURANCE REQUIREMENTS

If requested, the Respondent shall supply an original, certified copy of an insurance certificate listing **the Entity** as additional insured. The successful Respondent will be required to maintain, at all times during performance of the contract, the insurance detailed below. Failure to provide this insurance certificate within the specified amount of time may result in disqualification of bid.

- a. Workers' Compensation Insurance as required by laws and regulations applicable to and covering employees of Contract engaged in the performance of the work under this agreement with a limit of not less than \$1,000,000.00.
- b. Employers' Liability Insurance Protecting Responder against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master-servant relationship with a limit of not less than \$1,000,000.00.
- c. Comprehensive General Liability Insurance including products/completed operation with limits of liability of not less than: Bodily Injury \$1,000,000.00 per each person, \$2,000,000.00 per each occurrence/aggregate; Property Damage \$1,000,000.00 per each occurrence.
- d. Excess Liability Insurance Comprehensive General Liability, Comprehensive Automobile Liability and coverages afforded by the policies above, with the minimum limits of \$1,000,000.00 excess of specified limits.

ATTACHMENT F: ETHICS AND CONFLICT OF INTEREST ACKNOWLEDGEMENT

Public servants are expected to conduct themselves impartially and in a manner that inspires public confidence, while ensuring that responsible contractors have fair and equal access to governmental procurement.

The City of La Marque is committed to protection of government integrity, while also facilitating the recruitment and retention of the skilled personnel necessary to support its operations. To achieve this objective, The City of La Marque has established standards of ethical conduct and conflict of interest policies and expects all vendors, contractors, and subrecipients to adhere to the same core principles as described below.

To achieve these standards, it is essential that those doing business with the City of La Marque also observe the ethical standards prescribed here.

I acknowledge that it is a breach of ethics to attempt to influence any public employee, elected official, or department head to violate the standards of ethical conduct set forth in this code.

I further acknowledge that it is a breach of ethics for any employee of City of La Marque or a vendor doing business with the City of La Marque to participate directly or indirectly in a procurement when the employee or vendor knows that:

- A. The employee or any member of the employee's immediate family or household has a substantial financial interest in a company responding to a City of La Marque procurement.
- B. A business or organization in which the employee or any member of the employee's immediate family has a financial interest pertaining to the procurement.

I understand that it is a breach of ethics to offer, give, or agree to give any employee of City of La Marque, or for any employee to solicit, demand, accept, or agree to accept from a vendor, a gratuity of consequence or any offer of employment in connection with any decision, approval, disapproval, recommendation, preparation, or any part of a program requirement or purchase request influencing the content of specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or controversy, any particular matter pertaining to any program requirement, contract or subcontract, or to any solicitation or proposal therefore pending before City of La Marque.

I acknowledge that it is a breach of ethics for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for City of La Marque as an inducement for the award of a contract or order.

I certify that I have read and understand the ethical standards set forth by City of La Marque and agree to comply with them in all business dealings with the City of La Marque.

SIGNATURE, VENDOR AUTHORIZED REPRESENTATIVE

COMPANY

PRINTED NAME, TITLE

DATE

(TO BE COMPLETED BY THE AWARDED VENDOR PRIOR TO CONTRACT EXECUTION)

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 12/22/2017

ATTACHMENT H: CONFLICT OF INTEREST QUESTIONNAIRE (FORM CIQ)

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.	OFFICE USE ONLY	
1 Name of vendor who has a business relationship with local governmental entity.		
2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
3 Name of local government officer about whom the information is being disclosed. _____ Name of Officer		
4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary. A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor? ☐ Yes ☐ No B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity? ☐ Yes ☐ No		
5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.		
6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).		
7 _____ Signature of vendor doing business with the governmental entity _____ Date		

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

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

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

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

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

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

- (2) the vendor:

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

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

or

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

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

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

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

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

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

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

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

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

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

- (1) the date that the vendor:

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

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

- (2) the date the vendor becomes aware:

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

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

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

ATTACHMENT I: DISCLOSURE OF LOBBYING ACTIVITIES
SF-LLL 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 of Lobbying Activities," in accordance with its instructions.
- (c) The undersigned shall require that the language in paragraphs (a) and (b) 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, _____ (insert business name), 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	
NAME OF AUTHORIZED AGENT	
TITLE OF AUTHORIZED AGENT	
DATE	

DISCLOSURE OF LOBBYING ACTIVITIES – INSTRUCTIONS

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

1. Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. Status of Federal Action: ☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award	3. Report Type: ☐ a. initial filing ☐ b. material change
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, <i>if known</i> : Name: Street Address: City, State, Zip: Congressional District, if known:		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Name: Street Address: City, State, Zip: Congressional District, if known:
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, <i>if applicable</i> : _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10a. Name and Address of Lobbying Registrant Name (First, MI, Last): Street Address: City, State, Zip:	10b. Individuals Performing Services <i>(including address if different from No. 10a)</i> Name (First, MI, Last): Street Address: City, State, Zip:	
11. Information requested through this form is authorized by Title 31 U.S.C., Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
Signature: _____ Name: _____ Title: _____ Telephone: _____ Date: _____		
Federal Use Only		Authorized for Local Reproduction Standard Form – LLL (Rev. 7-97)

ATTACHMENT J: BIDDER'S CERTIFICATION

In accordance with Texas Government Code Sections 2252.001 through 2252.004 (relating to bids by nonresident contractors), the pertinent portion of the Act has been extracted and is as follows:

1. "Nonresident bidder" refers to a person who is not a resident.
2. "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the greater of the following:

1. the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located; or
2. the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which a majority of the manufacturing relating to the contract will be performed.

I certify that _____ (Company Name) is a

☐ **Resident bidder of Texas** as defined in Section 2252.001(4), Texas Government Code,

OR

☐ **Nonresident bidder** as defined in Section 2252.001(3), Texas Government Code, and our principal place of business is located at _____ (City and State).

Note: If the Respondent is an out-of-state company, a Certificate of Authority from the Secretary of State to do business in Texas must be provided.

SIGNATURE	
NAME OF AUTHORIZED AGENT	
TITLE OF AUTHORIZED AGENT	
DATE	

ATTACHMENT K: NON-COLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT

STATE OF TEXAS §
 §
COUNTY OF _____ §

By the signature below, the signatory for the bidder certifies that neither he/she 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 _____ on
the _____ day of _____, 20_____ on behalf of said bidder.

Notary Public in and for the
State of Texas

My commission expires: _____

APPENDIX I – SAMPLE CONTRACT

SAMPLE CONTRACT – INVITATION FOR BID NON-CONSTRUCTION ONLY

CITY OF LA MARQUE

AMERICAN RESCUE PLAN ACT (ARPA) PROGRAM

GENERAL SERVICES, SUPPLIES, AND/OR EQUIPMENT CONTRACT

Vendor Name	To be determined (TBD)
Vendor Unique Entity Identifier (UEI) if available	TBD
Period of Performance Start Date	TBD
Period of Performance End Date	TBD
Amount of Federal Funds Obligated by this Agreement	TBD
Assisted Listing Number (ALN) # 21.027	FAIN # RCP-056096

INTRODUCTION

THIS CONTRACT for General Services, Supplies, and/or Equipment (“Contract”) is made and entered into this TBD by and between City of La Marque, Texas, hereinafter referred to as the “Entity” and [Vendor Name], hereinafter referred to as the “Vendor.” Entity and Vendor are sometimes each referred to as a “Party” and collectively “Parties.”

The following recitals are incorporated in and made a part of this Contract.

WHEREAS, on March 11, 2021, President Biden signed the U.S. Senate-amended H.R. 1319 (P.L. 117-2) known as the American Rescue Plan Act (hereinafter “ARPA”); and

WHEREAS, under ARPA Section 603 (c)(1)(A) and (3) and the Final Rule 31 CFR 35.6, recipients may use Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) to allocate funds for the provision of government services and/or make necessary investments in water, sewer, and broadband infrastructure; and

WHEREAS, the Entity has determined that it has the objective of providing services to its residents; and

WHEREAS, the Entity has been awarded ARPA funds by the U.S. Department of the Treasury (“Treasury”) which have been distributed to the Entity from ARPA for covered costs and eligible expenses to be incurred during the period which began on March 3, 2021 (the date ARPA became law) until December 31, 2024 (to be fully expended by December 31, 2026); and

WHEREAS, the Entity desires to disburse funds to the Vendor to perform certain services or provide certain supplies or equipment in connection therewith as set forth in this Contract and in the Scope of Services attached hereto; and

WHEREAS, Vendor has represented to the Entity that it is duly qualified, eligible, and willing to provide the services identified herein and in the Scope of Services attached hereto.

NOW, THEREFORE, in consideration of the foregoing recitals and the terms and conditions set forth herein, the Parties hereto do mutually agree as follows:

SECTION 1. CONTRACT ADMINISTRATION

SECTION 1.1 CONTACT INFORMATION & NOTICES

For the purposes of this Contract, the Entity's Representative listed below will serve as the primary point of contact for the Vendor. All required reports and communication shall be directed to this liaison and other local personnel as appropriate. The Vendor shall designate a Representative to act on Vendor's behalf for all purposes, including execution of Change Orders and Requests for Payment.

Any notice or communication required or permitted to be given under this Contract must be in writing. The initial contact information of the parties, which one party may change by giving written notice to the other party, are as follows:

Entity Name		Vendor Name	
Entity Address 1		Vendor Address 1	
Entity Address 2		Vendor Address 2	
Entity Representative for Project		Vendor Representative for Project	
Name		Name	
Title		Title	
Phone		Phone	
Email		Email	
Entity Billing Contact		Vendor Billing Contact	
Name		Name	
Title		Title	
Phone		Phone	
Email		Email	

SECTION 1.2 PARTS INCORPORATED

Parts Incorporated. In addition to the Exhibits identified below which are incorporated into this Contract, it is understood and agreed that additional terms of this Contract are to be performed in accordance with the proposal documents (scope of work, images, and specifications), submitted proposal response and related exhibits, affidavits, addendums, statutory requirements, and the ARPA Terms & Conditions.

Exhibits

Exhibit A1	Scope of Work
Exhibit A2	Payment & Pricing Schedule
Exhibit A3	Request for Payment
Exhibit B	ARPA Required Contract Provisions
Exhibit C	Other Relevant Information/Special Conditions for Construction
Exhibit D	Insurance Certificate
Exhibit E	Bid, Performance, and Payment Bonds
Exhibit F	Eligibility Verification (SAM.gov)
Exhibit G	Certificate of Interested Parties (Form 1295)

SECTION 1.4 CONTRACT DOCUMENTS

By reference, the Contract Documents consist of:

- a. This Contract and all exhibits listed, contained, or referenced in this Contract.
- b. All Addenda issued before the Effective Date of this Contract;
- c. All Alternates accepted by the Entity before the Effective Date of this Contract;
- d. All Change Orders issued after the Effective Date of this Contract; and
- e. The response submitted by Vendor in response to the IFB issued by Entity for this Project.

The Contract and Exhibit Documents form the entire and integrated Contract between Entity and Vendor, and supersede all prior negotiations, representations, or agreements, written or oral. To the extent of any conflict between Vendor's Proposal and any other Contract Document, the Contract Documents shall govern.

If there is an irreconcilable difference between or among the various documents that make up the Contract Documents, the interpretation that provides for a higher quality of material and/or workmanship will prevail over all other interpretations.

1.4.1 Term of Contract and Delivery Schedule – Commencement of Work

Entity shall issue a Notice to Proceed (NTP) identifying the date for commencement of the Work. Vendor shall achieve substantial completion of the Work within __TBD__ calendar days after the commencement date; as such completion date may be extended by approved Change Orders. THE TIME SET FOR COMPLETION OF THE WORK IS AN ESSENTIAL ELEMENT OF THE CONTRACT. In any event, all of the services required and performed hereunder shall be completed no later than _____TBD_____.

1.4.2 Pre-Existing Conditions

Vendor acknowledges that it has been provided access to the existing improvements and conditions on the Project site and that it has thoroughly investigated those conditions. Vendor's investigation was instrumental in preparing its bid to perform the Work. Vendor shall not make or be entitled to any adjustment to the Contract Time or the Contract Sum

arising from Project conditions that the Vendor discovered or, in the exercise of reasonable care, should have discovered in Vendor's investigation.

1.4.3 Liquidated Damages

Vendor and Entity agree that a breach of this Contract as to completion time will cause damage to the Entity, but further agree that such damage cannot be accurately measured. Therefore, the Parties agree that Price TBD shall be subtracted from the Contract amount for each and every calendar day that the Work or any portion of the Work remains uncompleted after the expiration of the time period specified in the Notice to Proceed, or as extended by a change order.

1.4.4 Dispute Resolution

Disputes arising under the Contract shall be submitted to a process of resolution pursuant to alternative dispute resolution practices, such as mediation, binding arbitration, or non-binding arbitration pursuant to industry standards, prior to being submitted to a court for adjudication. It is understood that the Entity shall have the right to request mediation if services being provided are deemed deficient in any way.

1.4.5 Acquisition, Merger, Sale and/or Transfer of Business, etc.

It is understood by all parties that if, during the life of the Contract, the Vendor disposes of his/her business concern by acquisition, merger, sale, and or/transfer or by any means conveys his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new vendor will be required to submit all documentation/legal instruments that were required in the original bid/contract. Any change shall be approved by the Entity, who retains the right to reject the transfer of the contract.

1.4.6 Termination of Contract For Cause

This Contract may be terminated by the Entity for cause, including any nonperformance by the Vendor; failure of the Vendor to fulfill in a timely and proper manner its obligations under this Contract; or violation of any of the covenants, agreements, or stipulations of the Contract, upon thirty (30) days' written notice to Vendor including a statement of the reasons, therefore. The determination of the Entity as to the cause of termination and the appropriateness thereof shall be final and binding upon both Entity and Vendor. Cause for termination shall include any material failure by Vendor to comply with any terms of this Contract.

- a. In such event, all finished or unfinished services, documents, data, maps, studies, surveys, drawings, models, photographs, and reports prepared by the Vendor under this Contract shall, at the option of the Entity, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.
- b. Notwithstanding the above, the Vendor shall not be relieved of liability to the Entity for damages sustained by the Entity by virtue of any breach of this Contract by the Vendor, and the Entity may withhold any payments to the Vendor for the purposes of set-off until such time as the exact amount of damages due the Entity from the Vendor is determined.
- c. The Vendor agrees to indemnify and hold the Entity harmless from any liability to subcontractors or suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the Contract by the Entity under this provision.
- d. In case of default by the Vendor, the Entity may procure the goods or services from other sources and hold the Vendor responsible for any excess cost.
- e. Continuation of the terms of the Contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the Entity reserves the right to cancel the Contract.
- f. If this Contract is terminated for cause, excluding funding discontinuance or disapproval, Vendor shall have the

right to attempt to cure its failure during the thirty (30) day period prior to termination to the satisfaction of the Entity at the Entity's sole discretion.

1.4.7 Termination of Contract For Convenience of the Entity

The Entity may terminate this Contract at any time by giving at least thirty (30) days' notice in writing to the Vendor. If the Vendor is terminated by the Entity as provided herein, the Vendor will be paid for actual services provided or delivered purchases that are determined acceptable at the sole discretion of the Entity, less payments of compensation previously made. Vendor

1.4.8 Post Expiration and Termination Procedures

Upon expiration or in the event of a prior termination, all remaining and unspent ARPA funds, shall immediately become the sole and separate property of the Entity and the Vendor shall perform all acts and execute all instruments necessary to transfer and assign such funds to the Entity. All finished or unfinished documents, data, studies, reports, and work products prepared by the Vendor under this Contract or with grant funds shall, at the option of the Entity, become Entity's property.

1.4.9 Transitional Period

In the event services are terminated by contract expiration or by voluntary termination by either the Vendor or the Entity, the Vendor shall continue all terms and conditions of said Contract for a period not to exceed thirty (30) days at the Entity's request.

1.4.10 Ownership of Material

The Entity shall retain all of its rights and interest in any and all documents and property, both hard copy and digital furnished by the Entity to the Vendor for the purpose of assisting the Vendor in the performance of this Contract. All such items shall be returned immediately to the Entity at the expiration or termination of the Contract or completion of any related services pursuant thereto, whichever comes first. None of the documents and/or property shall, without the written consent of the Entity, be disclosed to others or used by the Vendor or permitted by the Vendor to be used by their parties at any time except in the performance of the resulting Contract. Ownership of all data, materials and documentation originated and prepared for the Entity pursuant to this Contract shall belong exclusively to the Entity. All data, reports, computerized information, programs, and materials related to this Project shall be delivered to and become the property of the Entity upon completion of the Project. The Vendor shall not have the right to use, sell, or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the Entity.

SECTION 1.5 CONTRACT SUM AND PAYMENTS

The Vendor shall be compensated per the schedule below. Payment to the Vendor shall be based on satisfactory completion of identified services and/or deliverables and payment/invoicing terms as stated in the IFB, or as mutually agreed upon and contained in this Contract. Payment is expressly contingent upon the availability of ARPA funding.

1.5.1 Contract Sum

Entity shall pay Vendor for performance of its obligations under this Contract, including the Base Proposal and Alternate Proposals (if any), the sum of [TBD], and make payment in accordance with the provisions of this Section.

1.5.2 Payment & Pricing Schedule

A Payment & Pricing Schedule (see **Exhibit A2**) subdividing the Project into its respective parts (f needed), and which includes values for all items comprising the Project will serve as the basis for payments made to Vendor.

1.5.3 Vendor's Payment Obligations

Vendor shall promptly pay all bills for labor and material performed and furnished by others in connection with this Contract.

- a. Firm shall submit an invoice upon completion of each milestone. Deliverables will be considered complete only upon inspection and written acceptance by the Entity. Each invoice shall include deliverable(s) completed and the price for each. **The final request for reimbursement must be received by City/County no later than September 30, 2026.**

1.5.4 Request for Payment

As instructed, all payment requests must be submitted on the Request for Payment (See **Exhibit A3**) including required attachments. Notwithstanding the certification of Vendor's payment requests, the Entity or its Representative will independently review Vendor's payment requests and make a determination as to the amount properly payable to Vendor.

1.5.5 Offsets; Deductions; Withholding

- a. Entity is an agency of the State of Texas and materials and services utilized in the provision of services or purchases may be exempt from state and local taxes. Vendor is responsible for taking full advantage of all tax exemptions applicable to the Project. Entity will deduct from the Requests for Payment and from the Request for Final Payment any taxes paid for materials or services that were entitled to tax exemption.
- b. Amounts assessed as liquidated damages per the above Section of this Contract and other amounts to which Entity is entitled by way of setoff or recovery, if any, shall be deducted from any amounts due Vendor.
- c. Notwithstanding any other contractual provision to the contrary, Entity may withhold any payment from Vendor to the extent reasonably required to protect Entity interests under any of the following circumstances: failure to perform work in accordance with Contract Documents; insufficient documentation in Application for Payment; failure to pay subcontractors, employees, hired laborers or materials suppliers; failure to obtain, renew or maintain insurance coverage as required in this Contract; failure to meet schedule requirements or other scenarios that causes the Entity, in good faith judgment, to determine that the remaining balance will not be sufficient to complete the Work in accordance with this Contract. The right to withhold payment is contingent on giving Vendor a minimum of seven (7) calendar days' written notice of specific defects or defaults and an opportunity to cure same, and on Vendor's failure to cure or to take diligent steps to cure within such seven (7) calendar days.

1.5.6 Final Payment

Vendor's request for Final Payment must not be made until all Work is completed, all requirements of the Vendor Documents have been satisfied, and Vendor delivers the services or equipment.

SECTION 2. ENTITY RESPONSIBILITIES

SECTION 2.1 GENERAL

- a. Entity will cooperate in a timely manner in providing information regarding its requirements.
- b. Entity will review and provide final approval of the general schedule, setting the plan for milestone dates and completion or delivery.
- c. If the Entity has actual knowledge of any fault or defect or non-conformance with the Specifications, the Entity shall give prompt written notice of such fault, defect, or non-conformance to Vendor.
- d. The Entity may designate one or more inspectors of its own who will be given access to the Work as requested or needed. The provision of such inspectors will not reduce or lessen in any respect Vendor's responsibilities for the Work.
- e. The Entity may furnish or obtain all legal, accounting, auditing, and insurance counseling services for itself as may be necessary for the Project.

SECTION 3. SCOPE OF WORK

SECTION 3.1 GENERAL

Vendor has overall responsibility for and shall furnish all materials, equipment, tools, and labor necessary and reasonably inferable to complete the Work, or any phase of the Work, in accordance with Entity's requirements and the terms of the Contract Documents, including the Drawings, Specifications, Addenda, details, and other documents prepared by Vendor and listed in the attached Exhibits, if applicable.

Vendor's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Entity nor shall Vendor be released from any liability by reason of such approval by Entity, it being understood that Entity at all times is ultimately relying upon Vendor's skill and knowledge in performing the services required hereunder.

SECTION 3.2 PROJECT CONTROL

Vendor shall supervise and direct the Work and shall be solely responsible for means, methods, techniques, sequences, and procedures for the Work. Vendor shall promptly correct any defective or non-conforming Work at Vendor's sole expense and without cost to Entity.

SECTION 3.3 SUBVENDORS

Vendor shall award and enter into all Subcontracts necessary and appropriate to provide all labor and materials for the scope of work.

- a. Vendor shall monitor the Work of the Subcontractors as required and coordinate such Work with a goal to attain Substantial Completion not later than the date for Substantial Completion and at a cost not to exceed the Contract Sum.
- b. Upon request, Vendor shall provide Entity with complete, unaltered copies of all Subcontracts, and all amendments thereto.

SECTION 3.4 HUB SUBCONTRACTING PLAN

Vendor shall comply with the requirements of the HUB Subcontracting Plan and shall not make any changes to the HUB Subcontracting Plan without Entity's written approval.

SECTION 3.5 KEY TASKS

- a. Provide services and purchase of equipment in accordance with delivery schedules and other prescribed timelines herein.
- b. Provide a warranty on all purchased equipment.
- c. Provide excellent customer service. Firm shall be responsive to requests and communicate on a regular basis with the Entity.
- d. Provide and maintain all original and copies of supporting documentation.
- e. Furnish progress reporting as determined or requested by the Entity.
- f. Support and assist the Entity during state/federal monitoring or auditing activities, including providing financial information, reports, and other requests that may be required.

SECTION 3.6 SCHEDULING

Vendor is solely responsible for delivery of the services/equipment in accordance with the Contract Documents on or

before the date specified in the Schedule.

SECTION 3.7 NON-CONFORMING WORK

Entity may reject any defective or non-conforming Work on the Project of which Entity becomes aware and Vendor shall promptly correct any such defect at Vendor's own cost without increasing the Contract Sum. Upon discovering that any portion of the Work does not conform with Entity's design concept and/or requirements, including the Design Guidelines and Standard Specifications, due to an error or omission in any Construction Document materials prepared or furnished by or on behalf of Vendor, Vendor shall promptly correct such condition at no additional cost to Entity. If Vendor refuses or fails to correct (or improperly corrects) any such condition within a reasonable time after notice, Entity may cause the condition to be corrected and offset the cost of such correction against any monies owed to Vendor; provided, however, if no monies are owed Vendor at the time the condition is discovered or at the time the condition is corrected by Entity, Vendor shall promptly reimburse the Entity for all expenses incurred to correct the condition. Vendor shall warranty all corrective Work, whether performed by or through Vendor or by a third party retained by Entity in accordance with the immediately preceding sentence due to Vendor's refusal or failure to correct properly any non-conforming Work.

SECTION 3.8 INDEMNIFICATION

Vendor covenants and agrees to indemnify, hold harmless and defend, at its own sole expense, the Entity and its officers, agents, servants, and employees from and against any and all claims or suits for property loss or damage and/or personal injury, including death, to any and all persons, of whatsoever kind or character, whether real or asserted, arising out of or in connection with the execution, performance, attempted performance, or nonperformance of the services under this Contract and/or the operations, activities, and services of the activities described herein; and Vendor hereby assumes all liability and responsibility of the entity and its officers, agents, servants, and employees for any and all claims or suits for property loss or damage and/or personal injury, including death, to any and all persons, of whatsoever kinds or character, whether real or asserted, arising out of or in connection with the execution, performance, attempted performance, or nonperformance of the services or this Contract and/or the operations, activities, and services described herein. Vendor likewise covenants and agrees to and does hereby indemnify and hold harmless entity from and against any and all injury, damage, or destruction of property of entity, arising out of or in connection with all acts or omissions of Vendor, its officers, members, agents, employees, contractors, subcontractors, invitees, licensees, and project participants. Vendor agrees to and shall release Entity, its agents, employees, officers, and legal representatives from all liability for injury, death, damage, or loss to persons or property sustained in connection with or incidental to performance of the services under this Contract.

Vendor shall require all of its contractors and subcontractors to include in its contracts and subcontracts a release and indemnity in favor of the Entity in substantially the same form as above. The indemnity and liability release provided for above shall not apply to any liability resulting from the sole negligence or fault of the Entity, its officers, agents, employees or separate Vendors, and in the event of joint and concurring negligence or fault of the Entity and Vendor, responsibility and indemnity, if any, shall be apportioned in accordance with the laws of the State of Texas, without waiving any governmental immunity available to the entity under Texas law and without waiving any defenses of the parties under Texas law.

The provisions of this section are solely for the benefit of the parties and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity. This section survives termination or expiration of this Contract.

SECTION 3.9 INSURANCE & BONDING

If applicable, Vendor shall provide Insurance and Bid, Performance, and Payment Bonds as prescribed by Entity in the Solicitation documentation and included here as **Exhibit D** and **Exhibit E**.

SECTION 4. REQUIRED PROVISIONS

The Vendor shall comply with the following items:

SECTION 4.1 TERMS AND CONDITIONS

The Vendor agrees to comply with the requirements of Section 503 of the American Rescue Plan Act (ARPA), regulations adopted by Treasury pursuant to Section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Vendor also specifically agrees to comply with the ARPA Terms & Conditions attached to this Contract in **Exhibit B**.

SECTION 4.2 DEBARMENT AND SUSPENSION

Vendor has provided proof of registration, active/good standing, and non-debarment status in the System for Award Management. Should this status change, the Vendor must notify the Entity immediately.

SECTION 4.3 ASSURANCES OF COMPLIANCE WITH TITLE VI

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

SECTION 4.4 LOBBYING CERTIFICATION & DISCLOSURE

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.

SECTION 4.5 ETHICS MATTERS

Vendor and its employees, agents, representatives, and subcontractors have read and understand the Entity's Conflict of Interest Policy, State of Texas Standards of Conduct and Conflict of Interest Provisions available at [Government Code Chapter 572: Personal Financial Disclosure, Standards of Conduct, and Conflict of Interest \(state.tx.us\)](https://www.state.tx.us/govcode/572), and applicable state ethics laws and rules available. Neither Vendor nor its employees, agents, representatives, or subcontractors will assist or cause Entity employees to violate the Conflict of Interest policies, provisions described by State of Texas Standards of Conduct and Conflict of Interest Provisions, or applicable state ethics laws or rules.

SECTION 4.6 MAINTENANCE AND ACCESS TO RECORDS

The Vendor shall maintain records and financial documents sufficient to evidence in compliance with Section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

The Treasury Office of Inspector General, the Government Accountability Office and the Texas Office of the State Comptroller, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of the Vendor in order to conduct audits or other investigations and all records shall be made available upon request. Records shall be maintained by the Vendor for a period of five (5) years after all funds have been expended or returned to the Treasury, whichever is later.

SECTION 5. MISCELLANEOUS PROVISIONS

SECTION 5.1 GENERAL

- a. In any case one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- b. If any action at law or in equity is necessary to enforce or interpret the terms of this Contract, the prevailing party

shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

- c. This Contract may be amended by mutual agreement of the parties hereto and a writing to be attached to be incorporated into this Contract.
- d. Licenses, Permits, Taxes, Fees, Laws, and Regulations
 - i. Vendor warrants that it will obtain, maintain in effect, and pay the cost for all licenses, permits, or certifications that may be necessary for Vendor's performance of this Contract.
 - ii. Vendor will be responsible for the payment of all taxes, excises, fees, payroll deductions, employee benefits (if any), fines, penalties or other payments required by federal, state, or local law or regulation in connection with Vendor's performance of this Contract.
 - iii. Vendor will comply with and will be responsible for requiring its officers and employees to comply with all applicable federal, state, and local laws and regulations, and the rules and regulations of the Entity.

SECTION 5.2 CAPACITY TO PERFORM

By execution of this Contract, Vendor is certifying that they have the capacity to perform and complete the Scope of Work as provided.

SECTION 5.3 LIMITATION OF LIABILITY

Except for the obligation of Entity to pay Vendor certain fees, costs, and expenses to the extent expressly set forth in this Contract, the Entity shall have no liability to Vendor or to anyone claiming through or under Vendor by reason of the execution or performance of this Contract. Notwithstanding any obligation or liability of Entity to Vendor, no present or future partner or affiliate of the Entity or any agent, officer, director, or employee of the Entity or anyone claiming under the Entity, has or shall have any personal liability to Vendor or to anyone claiming through or under Vendor by reason of the execution or performance of this Contract.

SECTION 5.4 ASSIGNMENT

This Contract is a personal service contract for the services of Vendor, and neither Vendor's interest in this Contract (including, but not limited to Vendor's fees due hereunder), nor Vendor's duties hereunder may be assigned or delegated to a third party except as specifically set forth in this Contract.

SECTION 5.5 GOVERNING LAW AND VENUE

The Vendor 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.

Additionally, all applicable local government codes for the State of Texas also apply to this Contract. All equipment, supplies, and work furnished under this Contract shall comply with applicable laws, ordinances, and regulations. Vendor shall obtain and pay for such permits and inspections as are required for the legal performance of this work, unless otherwise specified. Vendor shall comply with all federal and state laws and Entity's Ordinances and Codes applicable to the Vendor's operation under this Contract. These Specifications and the Contract resulting here from shall be fully governed by the laws of the State of Texas and shall be fully performable in City of La Marque (Entity Name), Texas, where venue for any proceeding arising hereunder will lie.

This Contract will be governed by the laws of the State of Texas without reference to its conflicts of law provisions. Venue for any suits arising from this Contract will be in a court of competent jurisdiction in Galveston County, Texas.

SECTION 5.6 WAIVERS

No delay or omission by either Party in exercising any right or power accruing upon the non-compliance or failure of performance by the other Party of any provision of this Contract or the Contract Documents will impair any such right or power or be construed to be a waiver thereof. A waiver by either Party of any of the covenants, conditions, or agreements of this Contract or any of the Contract Documents to be performed by the other party will not be construed to be a waiver of any subsequent breach of this Contract or the Contract Documents or of any other covenant, condition or agreement contained in this Contract or the Contract Documents.

SECTION 5.7 SEVERABILITY

If any provision of this Contract is for any reason be held invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision of this Contract and this Contract will be construed as if such invalid or unenforceable provision had not been included herein.

SECTION 5.8 NEW LAWS

Parties agree that if there is a change in any laws, rules, or regulations affecting the performance related to this Contract and enacted after the Effective Date of this Contract, the Parties will enter into good faith negotiations to renegotiate the affected terms of this Contract.

BY: _____
(Entity Official)

(Printed Name)

(Title)

(Date)

BY: _____
(Vendor’s Authorized Representative)

(Printed Name)

(Title)

(Date)

SECTION 6. EXHIBITS

THE FOLLOWING DOCUMENTS MUST BE COMPLETED AND ATTACHED TO THE CONTRACT:

Exhibit A1	Scope of Work
Exhibit A2	Payment & Pricing Schedule
Exhibit A3	Request for Payment
Exhibit B	ARPA Required Provisions (ARPA Terms & Conditions)
Exhibit C	Other Relevant Information
Exhibit D	Insurance Certificate (if applicable)
Exhibit E	Bid, Performance, and Payment Bonds (if applicable)
Exhibit F	Eligibility Verification (SAM.gov)
Exhibit G	Certificate of Interested Parties (Form 1295)

Exhibit A1 – Scope of Work

To be populated with solicitation Scope of Work

Exhibit A2 – Payment & Pricing Schedule

The terms for payment for the contract are as follows:

Payment Schedule:

Payment will be made within 30 days of a Request for Payment and only after delivery of all services and/or purchases and acceptance by the Entity.

Pricing Schedule:

Prices for all goods and/or services shall be all inclusive.

Entity is an agency of the State of Texas and materials and services utilized in the provision of services or purchases may be exempt from state and local taxes. Vendor is responsible for taking full advantage of all tax exemptions applicable to the Project. Entity will deduct from the Requests for Payment and from the Request for Final Payment any taxes paid for materials or services that were entitled to tax exemption.

Lump Sum Price: Vendor shall provide pricing in the table below to complete the scope of services contained in **Exhibit A1**, Scope of Work, in accordance with the specifications contained in this document. Costs include all applicable services (i.e. labor, materials, profit, bonding, insurance, permitting, general conditions, and other costs) to provide a turnkey product.

(Note to Entity: Component pricing should be based on the identified components of the scope of work contained in **Exhibit A1**). An example is provided below:

SCOPE OF WORK	PRICE
	\$
	\$
	\$
	\$
TOTAL LUMP SUM PRICE (TOTAL OF ABOVE LINE ITEMS)	\$

Exhibit A3 – Request for Payment

Project Name:			
Vendor Name:			
Date of Request:			
Contact Name:			
Contact Phone:		Contact Email:	

Item for Payment	Description	Unit Cost or Percent Complete	# of Units	Total Amount
TOTAL				

X	Attachments

Submitted By	
Name and Title	
Signature	

CERTIFICATION: I certify that this Request for Payment contains costs associated with the provision of services in accordance with the terms of the contract. I also certify that all required documentary evidence has been submitted along with the Request for Payment as instructed, including any documentation associated with requirement to pay prevailing wages.

By signing this Request for Payment, I certify to the best of my knowledge and belief that information provided in this Request is true, complete, and accurate. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

WARNING: Section 1001 of Title 18 U.S. code makes it a criminal offense to make willful, false statements or misrepresentation of any material fact involving the use of or obtain federal funds.

Exhibit B – ARPA Required Provisions

2 CFR 200.327 Contract provisions. The Non-Federal entity's contracts should contain applicable provisions described in Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. The Non-Federal entity's contracts must contain the provisions described in Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, as applicable.

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	2 CFR 200 Appendix II (A-L)		
>\$250,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908 , must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.	2 CFR 200 APPENDIX II (A)	Contractor RFP/IFB Contractor RFQ Subrecipients
>\$10,000	All contracts in excess of \$10,000 must address termination for cause and for convenience by the Non-Federal entity including the manner by which it will be affected and the basis for settlement.	2 CFR 200 APPENDIX II (B)	Contractor RFP/IFB Contractor RFQ Subrecipients
None	Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." 41 CFR 60-1.4 Equal opportunity clause. (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: 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: During the performance of this contract, the contractor agrees as follows: (9) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.	2 CFR 200 APPENDIX II (C) and 41 CFR §60-1.4(b)	Contractor RFP/IFB Contractor RFQ Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	(10) 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. (11) 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. (12) 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. (13) 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. (14) 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. (15) 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. (16) 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: 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. The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The [recipient] agrees that it will assist and cooperate actively with the administering		

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	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. 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.		
>\$10,000,000 for ARPA but State Provision Applies at any amount and/or >\$2,000 for CDBG/Braided Funds Projects See TX Prevailing Wage Laws	Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$10,000,00 awarded by Non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The Non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The Non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Non-Federal entity must report all suspected or reported violations to the Federal awarding agency.	2 CFR 200 APPENDIX II (D)	Contractor RFP/IFB Subrecipients
>\$100,000	Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the Non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These	2 CFR 200 APPENDIX II (E)	Contractor RFP/IFB Subrecipients

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	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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	See 2 CFR §200.323 - Procurement of Recovered Materials. 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. 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. ii. 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— 1. Competitively within a timeframe providing for compliance with the contract performance schedule; 2. Meeting contract performance requirements; or 3. At a reasonable price. iv. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program. v. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the "Solid Waste Disposal Act."	2 CFR 200 APPENDIX II (J)	Contractor RFP/IFB Contractor RFQ Subrecipients
	See 2 CFR §200.216 - Prohibition on certain telecommunications and video surveillance services or equipment (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (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). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or	2 CFR 200 APPENDIX II (K)	Contractor RFP/IFB Contractor RFQ Subrecipients

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	controlled by, or otherwise connected to, the government of a covered foreign country. (b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. (c) See Public Law 115-232, section 889 for additional information. (d) See also § 200.471.		
	See 2 CFR §200.322 - Domestic Preferences for Procurements. (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. (b) For purposes of this section: (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. (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.	2 CFR 200 APPENDIX II (L)	Contractor RFP/IFB Contractor RFQ Subrecipients
	Additional 2 CFR 200 references & Other Regulations		
None	The Federal awarding agency must establish conflict of interest policies for Federal awards. The Non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.	2 CFR 200.112	Contractor RFP/IFB Contractor RFQ Subrecipients
None	Contracting with HUB, small and minority businesses, women’s business enterprises, and labor surplus area firms. (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. (b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women’s business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;	2 CFR 200.321	Contractor RFP/IFB Contractor RFQ Subrecipients

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	(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.		
>\$10,000	An NFE (Non-Federal Entity) that is a state agency or an agency of a political subdivision of a state, and the NFE's contractors must comply with Section 6002 of the Solid Waste Disposal Act. Applicable NFEs must include a contract provision requiring compliance with this requirement. This includes contracts awarded by a state agency or political subdivision of a state and its contractors for certain items, as designated by the EPA, with a purchase price greater than \$10,000. Indian Tribal Governments and nonprofit organizations are not required to comply with this provision. Additional requirements are listed below.	2 CFR 200.323	Contractor RFP/IFB Contractor RFQ Subrecipients
None	Financial records, supporting documents, statistical records, and all other Non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon Non-Federal entities. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations. The only exceptions are the following: (a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations. (b) When the Non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period. (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition. All records related to ARPA shall be maintained for 5 years per the ARPA terms and conditions and regulations. (d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the Non-Federal entity All records related to ARPA shall be maintained for 5 years per the ARPA terms and conditions and regulations. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations. (e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the Non-Federal entity's fiscal year in which the program income is earned. (f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such	2 CFR 200.334	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors

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	as computer usage chargeback rates or composite fringe benefit rates). (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. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations. (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. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations.		
None	The Federal awarding agency and the Non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the Non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not 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.	2 CFR 200.336	Contractor RFP/IFB Contractor RFQ Subrecipients
None	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.	Texas Government Code 2252.152	Contractor RFP/IFB Contractor RFQ Subrecipients
>\$100,000	PROVISION REQUIRED IN CONTRACT. (a) This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.	Texas Government Code 2271	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
For Critical Infrastructure Projects	PROHIBITION ON CONTRACTS WITH CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE. PROHIBITED CONTRACTS. (a) A governmental entity may not enter into a contract or other agreement relating to critical infrastructure in this state with a company:	Texas Government Code, Title 10, Subtitle F, Chapter 2274.0102	Subrecipients EC 6.1 Awardees

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	(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 (2) if the governmental entity knows that the company is: (A) owned by or the majority of stock or other ownership interest of the company is held or controlled by: (i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; or (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 (B) headquartered in China, Iran, North Korea, Russia, or a designated country. (b) The prohibition described by Subsection (a) applies regardless of whether: (1) the company's or its parent company's securities are publicly traded; or (2) the company or its parent company is listed on a public stock exchange as: (A) a Chinese, Iranian, North Korean, or Russian company; or (B) a company of a designated country.		
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
ARPA Terms & Conditions			
ARPA Terms, Conditions, & Records	1. Use of Funds. a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing. 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.	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; Section 602(b),	Subrecipients

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		603(b) and/or 603(c) as applicable	
ARPA Terms, Conditions, & Records	4. Maintenance of and Access to Records 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. 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. 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.	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	5. Pre-award Costs. Pre-award costs, as defined in 2 CFR § 200.458, may not be paid with funding from this award.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.	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	7. Cost Sharing. Cost sharing or matching funds are not required to be provided by 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	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.	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	9. Compliance with Applicable Law and Regulations. 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. b. Federal regulations applicable to this award include, without limitation, the following: 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 Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award. ii. Universal Identifier and System for Award Management (SAM), 2 CFR Part 25,	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
	pursuant to which the award term set forth in Appendix A to 2 CFR Part 25 is hereby incorporated by reference. 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. 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. 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. vi. Governmentwide Requirements for Drug-Free Workplace, 31 CFR Part 20. (Subrecipient Only) vii. New Restrictions on Lobbying, 31 CFR Part 21. viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations. ix. Generally applicable federal environmental laws and regulations. c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following: i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 CFR Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance; ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability; iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance; iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and 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.		
ARPA Terms, Conditions, & Records	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.	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	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.	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	12. False Statements. Recipient understands that making false statements or claims in	Section 9901 of the American Rescue	Contractor RFP/IFB Contractor RFQ

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
Records	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.	Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	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. c. 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. d. 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; v. An authorized official of the Department of Justice or other law enforcement agency; vi. A court or grand jury; or	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
	vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct. 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.		
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 C – Other Related Information

To be inserted

Exhibit D – Insurance Certificate

To be inserted

Exhibit E – Bid, Performance, and Payment Bonds

To be inserted

Exhibit F – Eligibility Verification (SAM.gov)

Vendor to provide a dated printout of their active status without exclusions from SAM.gov website

Exhibit G – Certificate of Interested Parties (Form 1295)

Form 1295 (Certificate of Interested Parties) must be completed on the Texas Ethics Commission's website as part of this project prior to contract execution. Form 1295 can be accessed here: <https://www.ethics.state.tx.us/filinginfo/1295/> and must be returned with the certification number assigned after completion

CITY OF LA MARQUE

1111 BAYOU ROAD, LA MARQUE, TEXAS 77568

INVITATION FOR BIDS (IFB) COMPETITIVE PROCUREMENT FOR GENERAL SERVICES, SUPPLIES, AND/OR EQUIPMENT

This IFB is being supported

by federal award number RCP-056096

allocated to the

CITY OF LA MARQUE

under the

American Rescue Plan Act (ARPA)

Coronavirus State and Local Fiscal Recovery Funds (SLFRF)

by the U.S. Department of the Treasury



Prepared By: Police Department

Procurement reference number 2474

American Rescue Plan Act (ARPA) Invitation for Bids (IFB)

October 1, 2024

Re: Invitation for Bids (IFB) for In-Car Radios for Police Units funded with Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Allocated Under the American Rescue Plan Act (ARPA)

Dear Vendor:

The City of La Marque, hereinafter called "Entity", has received an allocation of American Rescue Plan Act (ARPA) funds, and is issuing an Invitation for Bids (IFB) for a general purchases and supplies contract. The item(s) are being solicited to assist the Entity in completing and implementing programs and/or projects funded with its allocation of ARPA funds.

The Sole Point of Contact for this solicitation may provide information regarding this IFB. Refer to the **Schedule of Events and Selection Summary** in Section 1 of this document for response details.

Respondent is responsible for ensuring that their IFB response is received in a timely manner and that it contains all elements of the IFB, including all required forms and any addendums issued. Respondent should complete the Solicitation Response Cover Sheet/Acknowledgement of Addenda/Submission Checklist contained in Attachment A and all other requirements identified in the IFB. IFB responses received after the deadline will not be opened and therefore not evaluated or considered for award, regardless of whether or not the delay was outside the control of the submitting provider. City of La Marque reserves the right to negotiate with providers submitting timely responses in accordance with state and federal procurement requirements, to reject any and all bids, and to select multiple respondents if it deems it's in the best interest of the Entity and/or desires to do so.

The Entity is an Affirmative Action/Equal Opportunity Employer. Minority Business Enterprises, Small Business Enterprises, Women Business Enterprises, and Labor Surplus Area firms are encouraged to submit bids.

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INVITATION FOR BID – GENERAL INFORMATION

SECTION 1 – SCHEDULE OF EVENTS AND SELECTION SUMMARY

1.1 SCHEDULE OF EVENTS – ALL DATES ARE TENTATIVE

- 1.1.1 The Entity reserves the right to change dates at any time. At the sole discretion of the Entity, events listed in Section 1 are subject to scheduling changes and cancellation. The Entity will make public any changes to the stated schedule.
- 1.1.2 All requests, questions, or other communication about this solicitation shall be made in writing and addressed to the Entity's Sole Point of Contact listed in Section 1. Only the Sole Point of Contact may be contacted regarding required elements for this IFB.
- 1.1.3 Respondent must review all documents and information in the *Exhibits* section and complete the required documents in the *Attachments* section and return with the signed bid sheet to the Entity's Sole Point of Contact.

SCHEDULE OF EVENTS + RESPONSE REQUIREMENTS

SCHEDULE OF EVENTS	
RFP NOTICE DATE:	October 1, 2024
VENDOR QUESTIONS DUE:	October 15, 2024, 5:00 PM CST
QUESTIONS ANSWERED BY:	October 22, 2024, 5:00 PM CST
PRE-PROPOSAL CONFERENCE: The Entity shall reject responses submitted by firms that do not attend the mandatory pre-proposal conference.	October 10, 2024 http://cityoflamarque.org/bidszoom
SITE VISIT: The Entity shall reject responses submitted by firms that do not attend the mandatory site visit.	If needed, will be scheduled.
PROPOSAL DUE DATE:	October 31, 2024, 10:00 AM CST
ESTIMATED AWARD DATE:	November 18, 2024, 6:00 PM CST
RESPONSE REQUIREMENTS	
QUESTIONS & ANSWERS ONLY – SOLE POINT OF CONTACT	
The Entity will allow written questions and requests for clarification of this solicitation. Questions	

must be submitted by email to the Sole Point of Contact listed below. Respondents' names will be removed from questions in any responses released.	
SOLE POINT OF CONTACT NAME:	City Clerk
ADDRESS:	1111 Bayou Road La Marque, TX 77568
EMAIL:	bids@cityoflamarque.org
PHONE:	409-938-9259
DELIVERY OF RESPONSE PROPOSAL – POINT OF CONTACT	
For digital delivery , the Subject Line should include Respondent's Name, RFP number, and time/due date of RFP and completed response and all attachments uploaded to the following point of contact:	
NAME:	-
TITLE:	City Clerk
DELIVERY POINT:	Bidssubmit.cityoflamarque.org
If mailed or hand-delivered , sealed proposals (an original and 3 copies) should be submitted on the original forms provided. Each response must be sealed and should be placed in a properly identified envelope with Respondent's Name, RFP number, and time/due date of RFP.	
For mail or hand-delivery , deliver response and all attachments to:	
NAME:	-
TITLE:	City Clerk
ADDRESS:	1111 Bayou Road LaMarque, TX 77568

SELECTION OF RESPONDENT(S)

- 1.2.1 The Entity intends to select Respondent(s) that best meet the needs of the Entity and that provide the best overall value. The Entity reserves the right to award multiple contracts from the finalist pool of successful Respondent(s). Respondents will be rated and ranked according to the evaluation criteria set forth below.
- 1.2.2 The Entity reserves the right to check references on any projects performed by the Respondent, whether provided by the Respondent or known by the Entity.
- 1.2.3 The Entity is not required to accept the lowest cost proposal.
- 1.2.4 See SECTION 4 – EVALUATION CRITERIA, for additional information on how Respondents will be evaluated and selected.**

SECTION 2 – INTRODUCTION AND GENERAL CONDITIONS

2.1 GENERAL DESCRIPTION OF THE SCOPE OF WORK (SOW) – SEE SECTION 3 AND EXHIBIT A FOR SOW DETAILS

The Entity has received an allocation of American Rescue Plan Act (ARPA) funds and is issuing an Invitation for Bids (IFB) for a general purchases and supplies contract. The item(s) are being solicited to assist the Entity in completing and implementing programs and/or projects funded with its allocation of ARPA funds.

This solicitation includes purchase of:

2.1.1 **General Description:** In-Car Radios for Police Units. See exhibit A for further details.

2.1.2 The scope of work includes all labor, materials, goods and/or services necessary to provide the purchased items, including any installation specified in **Exhibit A**. The respondent shall submit a written copy of all warranty information prior to final acceptance by Entity.

2.1.3 **REFERENCED BRAND EXAMPLE:** Catalogs, brand names or manufacturer's references are descriptive only and indicate type and quality desired. Proposals on brands of like nature and quality will be considered. If proposing other than the referenced brands/model number, Respondent must show manufacturer, brand or trade name, product number and provide complete descriptive information of product offered and include with response. Failure to take exception to specifications or reference data will require Respondent to furnish specified brand names, numbers, etc.

2.2 CONSIDERATION OF AWARD

To be considered for award, Respondents must adhere to the requirements, when applicable to Vendors, as set forth in **Exhibit B**, the ARPA Required Provisions, and provide all other required information and documentation as set forth in this solicitation.

2.3 CONTRACT AWARD

The Entity may award a Firm Fixed Price Contract. A Respondent's proposal must be responsive to this solicitation and include all required documents as instructed in the solicitation and listed in the *Solicitation Response Cover Sheet/Acknowledgement of Addenda/Submission Checklist* (**Attachment A**).

2.4 TERM OF PURCHASE CONTRACT

The Contract or Purchase Order shall be effective upon date of execution (signed by the Entity designee), shall contain terms and conditions for the purchase, including delivery date and delivery location, and shall expire upon delivery and final acceptance by the Entity. A sample contract is available for review at **Appendix I**.

2.5 BID ACCEPTANCE

2.5.1 Proposals must be received, time stamped or otherwise acknowledged before the specified hour and date. Late submittals WILL NOT be considered under any circumstances. The Entity will not be held responsible for any solicitation response that is mishandled prior to receipt by the Entity. The Entity will not be responsible for any technical issues that result in late delivery, inappropriately identified

documents, or other submission error that may lead to disqualification (including substantive or administrative) or nonreceipt of the respondent's response.

- 2.5.2 The Entity reserves the right to accept or reject any and all proposals, to accept any proposal deemed advantageous and to waive irregularity in the proposals. By submitting a response, the Respondent acknowledges and will adhere to all specifications as stated within this procurement packet.
- 2.5.3 Bids CANNOT be altered or amended after the due date. Any alterations made before the due time must be initialed by Respondent or authorized agent. No response may be withdrawn after due date without approval and based on a written acceptable reason.
- 2.5.4 The Entity reserves the right to revise or amend the specifications prior to the due date. Such revisions or amendments, if any, will be announced by amendments or addendums to these specifications. Copies of such amendments or addendums so issued will be posted to the Entity's bidding websites. If Respondent demonstrates just reason for a change, the Entity must have at least five (5) working days' notice prior to submission due date.
- 2.5.5 In the event that Respondent finds discrepancies in or omissions from the specifications or other documents or be in doubt as to their meaning, Respondent should at once notify the Entity Sole Point of Contact and obtain clarification prior to submitting a response.
- 2.5.6 All Respondents must meet or exceed the minimum specifications to be considered a valid response. The Entity reserves the right to accept or reject all or any part of any response, waive minor technicalities and award the contract either to the lowest responsible Respondent or to the Respondent who provides goods or services at the best value for the Entity.
- 2.5.7 The Respondent agrees to protect the Entity from claims involving infringement of patents or copyrights.

PROPRIETARY OR CONFIDENTIAL INFORMATION; TEXAS PUBLIC INFORMATION ACT: Any proprietary, trade secret, or otherwise confidential information Respondent includes in its Proposal must be clearly labeled as proprietary or confidential information, and Respondent must identify the specific exception to disclosure in the Public Information Act (PIA). Merely making a blanket claim that the entire Proposal is protected from disclosure because it contains some proprietary information is not acceptable and shall make the entire Proposal subject to release under the PIA. Any information which is not clearly identified as proprietary or confidential shall be deemed to be subject to disclosure pursuant to the PIA.

Information, documentation, and other material in connection with this Response or any resulting Contract may be subject to public disclosure under the Texas PIA, Chapter 552 of the Texas Gov't Code.

- 2.5.8 There is no guarantee a contract will be awarded. The Entity reserves the right to cancel this IFB at any time.
- 2.5.9 All proposals become public documents and are subject to public review (upon request and as allowed by law). The submission of an IFB response will constitute representation by the Respondent that it understands and has complied with the requirements of the IFB. Submission of a response indicates the IFB information provided was sufficient in scope and detail to convey understanding of anticipated terms and conditions for performance of the work.
- 2.5.10 IFB Respondents assume all costs of preparation of the proposal. IFB responses become the property of the Entity.

2.6 PROHIBITED COMMUNICATION

On issuance of this solicitation, except for the written inquiries described in Section 2.6 above, the Entity, its representative(s), or partners will not answer any questions or otherwise discuss the contents of this solicitation with any potential respondent. This restriction does not preclude discussions between affected parties for the purposes of conducting business unrelated to this solicitation. Failure to comply with these requirements may result in disqualification of respondent's solicitation response.

2.7 TERMINATION CONDITIONS

See Contract at **Appendix I** for Termination Conditions.

2.7.1 FAILURE TO ENTER INTO A CONTRACT

Should the Selected Respondent ("Vendor"), to whom the contract is awarded, fail to enter into a contract within twenty-one (21) business days, the Entity may then, at its option, retain the Vendor's bid deposit/bond (if required) and accept the bid of the next lowest responsible bidder.

SECTION 3 – SCOPE OF WORK/TECHNICAL SPECIFICATIONS

3.1 MINIMUM REQUIREMENTS

- 3.1.1 The selected Vendor shall have no convictions or civil judgments preceding nor thereafter this solicitation rendered against Respondent for 1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; 2) violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- 3.1.2 The selected Vendor shall not ever have been indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated above.
- 3.1.3 Where applicable, Vendor's staff must meet and maintain current certifications and or licensure requirements as mandated by state law or the appropriate licensing authority.
- 3.1.4 Vendor must not be debarred at the time of response submission, and prior to award of a contract, the System for Award Management (SAM.gov) and the Texas Comptroller's website will be checked to ensure Vendor is not debarred. If the Vendor is debarred, the Vendor's proposal will not be evaluated.

3.2 SCOPE OF SERVICES Construct

- 3.2.1 **The required products or services shall be provided in accordance with attached Exhibits:**
 - **Exhibit A:** Project Scope of Work
 - **Exhibit B:** ARPA Required Provisions
 - **Exhibit C:** Other Relevant Information

- 3.2.2 **Work Orders**

During the term of any contract awarded, the Entity may request the Vendor to perform certain tasks as described in the scope, subject to a specific work order authorization. All work authorizations shall be in writing, signed by all parties, and shall include a scope of services, a list of tasks to be performed, a time schedule, a list of deliverables and such other information or special conditions as may be necessary for the work requested.

- 3.2.3 **Condition of Product:** New Equipment ONLY; NO re-manufactured or “gray market” items. All items must be covered by the manufacturer’s warranty. The unit(s) shall be made ready for continuous operation upon delivery. Respondent is cautioned that any unit delivered to the FOB point that does not meet specifications in every aspect will not be accepted.
- 3.2.4 **All Parts:** All parts not specifically mentioned which are necessary for the unit to be complete and ready for operation or which are normally furnished as standard equipment shall be furnished by the vendor. All parts shall conform in strength, quality, and workmanship to the accepted standards of the industry.
- 3.2.5 **Manuals:** Manuals containing illustrated parts list and operating and service instructions for the units shall be delivered with units. Manuals shall outline all necessary service and operating instructions for the units delivered and provide necessary warning and safety precautions.
- 3.2.6 **Warranty Requirements:** The units shall be warranted against defects in material and workmanship for a standard manufacturer’s warranty and shall cover 100% parts and labor for the units. Vendor shall furnish warranty and a list of warrantied repair companies to the Entity at time of delivery. The warranty begins on the date the units are determined to meet specifications and accepted by the Entity.

3.3 DELIVERY AND ACCEPTANCE

- 3.3.1 **Freight Charges:** Shipping shall be FOB destination; therefore, unit prices must include all shipping, handling, fuel surcharges, and delivery fees.
- 3.3.2 **Delivery Schedule:** Recommended delivery not to exceed ninety (90) calendar days from date of award; delivery terms may be a factor in determining award. Respondent must contact the Entity point of contact to schedule delivery date and time. Respondent shall provide a minimum forty-eight (48) hours’ notice prior to delivery.

- 3.4 **DELIVERY CONTACT(S):** Respondent shall contact the Entity for delivery a minimum of one (1) week in advance to coordinate delivery.

Delivery Contact Name:	T. Anders
Phone:	409-938-9224
Email:	t.anders@cityoflamarque.org

- 3.5 **REGISTRATION AND TITLING (when applicable):** Permanent registration and titling will be performed by the Entity. **DO NOT REGISTER ITEM.** Respondent shall supply, as applicable, dealer’s tag for item for sixty (60) days from date of delivery. The original Certificate of Origin (COO) or Manufacturer’s

Statement of Origin (MSO) as well as the most current version of TXDMV Form 130U or Application for Texas Title with signature shall be submitted with an invoice to the Entity.

3.6 DELIVERY DELAYS: If delay is foreseen, Respondent shall give written notice to the Entity and must keep the Entity advised of status of order at all times. Default in promised Delivery Days After Receipt of Order (ARO) without accepted reasons or failure to meet specifications authorizes the Entity to cancel contract/Purchase Order.

3.7 COMPLIANT PRODUCTS: Delivery does not occur until the Respondent delivers products, materials, or services in full compliance with the specifications to Entity's FOB destination, unless delivery is specifically accepted, in whole or in part, by the Entity. Providing products, materials, or services which do not meet all specification requirements does not constitute delivery. Entity reserves the right to require new delivery or a refund in the event that materials or products not meeting specifications are discovered after payment has been made. **NO SUBSTITUTIONS PERMITTED WITHOUT WRITTEN APPROVAL OF THE ENTITY.**

3.8 ACCEPTANCE: All equipment ordered will be subject to acceptance inspection and performance testing upon receipt. Acceptance inspection and performance testing will not take more than five (5) working days, weather permitting. Respondent will be notified within this time frame of any units not delivered in full compliance with the purchase order specifications. In the event the goods tested fail to meet or exceed all conditions and requirements of the solicitation and Contract, the goods will be rejected in whole or in part, at the State's Entity's option, and returned to the Vendor or held for disposition at the Vendor's expense. Latent defects may result in cancellation of the Contract at no expense to the Entity.

3.9 RECORD KEEPING

3.9.1 Respondents shall provide, enter, or upload all documentation, communications, and records including all permits, certifications, warranties, and approvals regarding all provided services/products as instructed by the Entity.

3.9.2 Respondents shall maintain records of all events that affect, or may be expected to affect the quality, scope, or progress of the services. All records shall be retained for a period of **five (5) years** following the closeout of the Entity's federal grant.

3.9.3 Insurance

3.9.3.1 If applicable, an original, certified copy of an Insurance Certificate listing the Entity as additional insured, must be submitted with the Respondent's submittal (**see Attachment E for requirements**). The successful Respondent will be required to maintain at all times during performance of the Contract, the insurance detailed below.

3.9.3.2 Workers' Compensation Insurance

3.9.3.3 Employers' Liability Insurance

3.9.3.4 Comprehensive General Liability Insurance

3.9.3.5 Excess Liability Insurance, Comprehensive General Liability Insurance, Comprehensive Automobile Liability Insurance

3.10 TERMS AND CONDITIONS

- 3.10.1 **Indemnity Clause** – The Respondent agrees to indemnify and save harmless the Entity and its officers, agents, and employees from any and all claims, causes or action, and damages of every kind, for injury to or death of any person and damages, to property arising out of or in connection with the work done by Respondent under this contract, and including acts or omissions of the Entity or its officers, agents, or employees in connection with said contract.
- 3.10.2 **Equal Opportunity Employer** – The successful Respondent shall warrant and agree that he/she is an Equal Opportunity Employer. Should complaints of any form of discrimination, either in dispensation of the service, or within company hiring policies be substantiated, this contract may be terminated immediately.
- 3.10.3 **Assignment** – The successful Respondent may not assign, sell, or otherwise transfer this contract without prior written consent of the Entity.
- 3.10.4 **Compliance with Laws** – The Respondent 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.
- 3.10.4.1 Additionally, all applicable local government codes for the State of Texas also apply to this contract. All equipment, supplies and work furnished under this contract shall comply with applicable laws, ordinances, and regulations. Respondent shall obtain and pay for such permits and inspections as are required for the legal performance of this work, unless otherwise specified. Respondent shall comply with all federal and state laws and Entity's ordinances and codes applicable to the Respondent's operation under this contract. These specifications and the contract resulting here shall be fully governed by the laws of the State of Texas and shall be fully performable in Galveston County, Texas, where venue for any proceeding arising hereunder will lie.
- 3.10.5 **Silence of Specifications** – The apparent silence of specifications as to any detail, or the apparent omission from it or a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality shall be used. All interpretations of specifications shall be made on the basis of this statement. The Respondent should request clarification from the Entity as specified in this document.

SECTION 4 – EVALUATION CRITERIA

4.1 RESPONSIVENESS OF QUALIFICATIONS SUBMISSION:

Pass/Fail

Qualifications submission shall be responsive to all material requirements that shall enable the evaluation committee to evaluate responses in accordance with the evaluation criteria to make a recommendation to Officials of the Entity.

4.2 FINANCIAL STABILITY OF RESPONDENT:

Pass/Fail

Financial stability of the Respondent to successfully undertake the project and the ability to ensure performance over the duration of the contract.

4.3 TECHNICAL REQUIREMENTS:

100 Points Total

Extent to which the provided service or products meets the needs of the Entity, including, but not limited to, the criteria in the evaluation matrix and in the submission requirements section and as expressed in this document.

4.4 EVALUATION CRITERIA AND RATING SHEET:

Solicitation responses shall be evaluated in accordance with Part 200 of the Uniform Administrative Requirements, Cost Principles, Audit Requirement, and Chapter 2269 of the Texas Government Code. The Entity will make the selection on the basis of demonstrated competence and qualifications; and to a Respondent that provides a fair and reasonable price.

The Entity evaluates the responses, prepares a Bid Tabulation sheet, determines the award on the basis of fair and reasonable pricing considered to be the Best Value to the Entity.

Only responses submitted in compliance with the **Schedule of Events + Response Requirements** section and meeting qualifications will be considered. Failure to submit the required information may be cause for rejection of the bid response. The Entity reserves the right to waive informalities and minor irregularities in bids received.

Initial Compliance Screening

The Entity will perform an initial screening of all solicitation responses received. Unsigned solicitation responses, and solicitation responses that do not meet the minimum qualifications above and/or do not include all required forms and information may be subject to rejection without further evaluation.

Additional Evaluation Criteria

All solicitations will be evaluated based on Responsiveness and Price. Responsiveness means adhering to the Terms and Conditions and specifications of the supplies requested. If Respondent(s) who has the lowest price is deemed to be non-responsive, Entity will disqualify the offer and evaluate the response of the next lowest priced responsive Respondent.

Evaluation Process: The Entity's Evaluator(s) completes a Rating Sheet using the criteria described below. The bid submitted must be a firm-fixed price.

Rating Sheet

EVALUATION CRITERIA	SCORE
Responsiveness of Proposal	Pass/Fail
Financial Stability	Pass/Fail
Understanding of Work; Experience and Qualifications	20
Capacity to Perform, Delivery/Service Schedule, and References	20
Pricing	60

TOTAL SCORE	100
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SECTION 5 – RESPONSE SUBMISSION REQUIREMENTS

This section details the requirements for submitting all required information. Respondents are advised to see Schedule of Events + Response Requirements on Page 4 of this document, and to carefully review all the requirements and submit all documents and information as indicated in this IFB. Additional information may be requested for clarification. Incomplete responses may lead to a submission being deemed nonresponsive and will not be considered.

To ensure some degree of uniformity in the submission, please follow the outline listed below.

5.1 STATEMENT OF INTEREST

The statement of interest should be limited to a maximum of two (2) pages and must include a brief introduction of the company, a statement of the Respondent's understanding of the work to be performed and that the company meets and will comply with the requirements set forth in this document.

5.2 EXPERIENCE AND RELEVANT QUALIFICATIONS

Respondent shall demonstrate related professional qualifications, experience, and knowledge similar to this scope of work. Response should include information similar in scope and size to the scope of work in this IFB. Limit to four (4) pages. Minimum submission shall address the following:

5.2.1 Experience – Respondents shall provide a concise narrative description of their firm's experience in services similar in size and scope to the requested scope of services. Describe any work performed in or for the Entity. Respondents shall provide descriptions of at least three (3) projects of similar size and scope to this Program. Projects should include project location, duration and project description and scope of work the Respondent performed.

5.2.2 Relevant Qualifications – Respondents must provide a brief summary to include total number and types of employees, skills, knowledge and abilities, company background history, and number of years in providing similar services as outlined in this document.

5.3 CAPACITY TO PERFORM

Respondent should state its firm commitment to provide goods or services within the prescribed delivery date and time.

5.3.1 Work Capacity: Respondent shall provide information to demonstrate capacity to perform requested work. Respondents shall provide a detailed typical schedule to show sequence of key work activities and the number of days to complete each task.

5.3.4 If applicable, **Bonding Capacity:** Respondent(s) shall provide proof of bonding capacity in a statement addressed to the Entity from a certified bonding company authorized to do business in the State of Texas. The letter must clearly state the amount of Firm's bonding capacity to be reserved for the Entity's projects. Firm shall carry a minimum bonding capacity of the project value upon execution of the Contract. The bond(s) must be made payable to the Entity. In your response,

please provide a statement regarding your ability to provide proof of bonding as directed in the Exhibits that follow.

5.4 FINANCIAL STABILITY

Respondent shall provide a statement that includes the following:

- 5.4.1 A full disclosure of any events, liabilities, or contingent liabilities that could affect Respondent's financial ability to perform this contract; and
- 5.4.2 Other financial information sufficient for the Entity, in its sole judgement, to determine if Respondent is financially solvent or adequately capitalized.

5.5 LEGAL ACTIONS

Provide a list of all pending litigation and include a brief description of the reason for legal action (if applicable).

5.6 PRICING

- 5.6.1 Respondents shall complete and submit the Pricing Sheet (see **Attachment B**).
- 5.6.2 Prices for all goods and/or services shall be all inclusive. Pricing offered shall be valid for ninety (90) days from response due date.
- 5.6.3 The Entity is exempt from taxes. DO NOT INCLUDE TAX IN YOUR PRICING SUBMITTAL.
- 5.6.4 Estimated Quantities – Quantities indicated are estimated based upon the best available information. The Entity reserves the right to increase or decrease the quantities by any amount deemed necessary to meet its needs without any adjustments in the bid price.

LIST OF EXHIBITS

EXHIBIT A	PROJECT SCOPE OF WORK
EXHIBIT B	REQUIRED CONTRACT PROVISIONS
EXHIBIT C	OTHER RELEVANT INFORMATION/SPECIAL CONDITIONS

EXHIBIT A – PROJECT SCOPE OF WORK

Must meet the minimum specifications (or the equivalents) listed below:

Must be an all-band mobile radio that combines unlimited interoperability, secure Wi-Fi connectivity, integrated Bluetooth, with a design that enables ease of installation and removal.

Must easily connect to the VML750 LTE vehicle modem (or equivalent) via the micro USB interface and utilize a broadband network to create an in-vehicle ecosystem for offloading data applications in the field, increasing the safety and efficiency of public safety users in and around the vehicle.

Must deliver up to 100W of transmitter power for reach and coverage.

Must be ALL-BAND OPERATION, 4-in-1 Radio, with 7/800 MHz, VHF and UHF Range 1 and Range 2 bands.

Must include analog MDC-1200 and QCII, Digital P25, Conventional or Trunked, Smartnet / SmartZone, clear or secure, repeater or direct.

Must have INTEGRATED WI-FI AND DATA CONNECTIVITY with:

Up to 20 WiFi Networks that can be provisioned in the radio so that users can seamlessly receive radio software updates at facility WiFi access points or in the field via WiFi hot spots.

GPS Outdoor Personnel Tracking that shares personnel's location.

Mission Critical Geofence that ensures fast communication and collaboration across multiple channels.

Must include the following SECURITY features:

Multiple Hardware Encryption Algorithms like AES, DES, ADP with up to 128 keys so sensitive information stays protected from scanners and eavesdroppers.

Over-the-air Re-key (OTAR) to efficiently update encryption keys of fielded radios over time.

P25 Radio Authentication ensures only valid users can access the system.

Two-factor Authentication allows users to securely query databases.

Must include the following features:

Intelligent Lighting that changes the display backlight color to give you an immediate alert of critical radio events.

Voice Announcement provides audible confirmation of zone/channel selections and various feature like scan, direct mode, emergency, encryption and controls lock.

Ease of Installation: Simplified dash mount design is quick and easy to install

RFID	Asset	Tracking
Twelve-character RFID asset tracking provides a convenient method of obtaining valuable asset tracking information without having to uninstall the radio.		

Must meet the following durability features:

Must be generally rugged.

IP56 Water-intrusion Rating that gives us the confidence that our radio will continue to perform even if exposed to water.

MIL-STD 810 C, D, E, F, G rating that ensures we can rely on your radio in the most extreme environments.

Must include the following OPERATION MODES or the equivalent: Digital Trunking: 9600 Baud APCO P25 Phase 1 FDMA and Phase 2 TDMA Digital Conventional: APCO 25 Analog Trunking: 3600 Baud SmartNet, SmartZone, Omnilink Analog Conventional: MDC 1200 ASTRO® 25 Integrated Voice and Data SmartConnect Multi-net Connectivity.

Must include the following FREQUENCY BANDS All-band, or the equivalent: Simultaneous Operation in VHF, UHF Range 1, UHF Range 2, 700 and 800 MHz Bands 100 Watt High-Power available in VHF and UHF Range 1 bands (High-Power model only) Up to 3,000 Channels

Must include the following CONNECTIVITY or the equivalent: Wi-Fi 802.11 b/g/n, Data Modem Tethering, SmartConnect, Bluetooth (Version 4.2).

Must include the following SECURITY features or the equivalent: 256-bit AES, ADP, DES, DVP* FIPS 140-3 Level 3, FIPS 197 P25 Authentication* Multikey for 128 keys and Multi-algorithm*

Over-The-Air-Rekeying (OTAR).

Must include the following OTHER FEATURES or the equivalent: Intelligent Priority Scan Instant Recall Impact Detection, Intelligent Lighting Tactical Inhibit, Digital Tone Signaling, 12 Character RFID Asset Tracking.

All prices must include all accessories to ensure normal operation of products, plus shipping, handling, fuel surcharges, and delivery fees.

Item	Description	Quantity	Unit of Measure
1	In-Car Radios for Police Units	18	
2			
3			
4			
5	DELIVERY LOCATION: La Marque Police Dept. 431 Bayou road, La Marque, TX, 77568		
6	DELIVERY SCHEDULE: 90 Days		

EXHIBIT B – 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
	2 CFR 200 Appendix II (A-L)		
>\$250,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908 , must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.	2 CFR 200 APPENDIX II (A)	Contractor RFP/IFB Contractor RFQ Subrecipients
>\$10,000	All contracts in excess of \$10,000 must address termination for cause and for convenience by the Non-Federal entity including the manner by which it will be affected and the basis for settlement.	2 CFR 200 APPENDIX II (B)	Contractor RFP/IFB Contractor RFQ Subrecipients
None	Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." 41 CFR 60-1.4 Equal opportunity clause. (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: 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: During the performance of this contract, the contractor agrees as follows: (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and	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
	selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin. (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information. (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. (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. (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. (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. (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: 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. 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		

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. 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. 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.		
>\$10,000,000 for ARPA but State Provision Applies at any amount and/or >\$2,000 for CDBG/Braided Funds Projects See TX Prevailing Wage Laws	Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$10,000,00 awarded by Non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The Non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The Non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Non-Federal entity must report all suspected or reported violations to the Federal awarding agency.	2 CFR 200 APPENDIX II (D)	Contractor RFP/IFB Subrecipients
>\$100,000	Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the Non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is	2 CFR 200 APPENDIX II (E)	Contractor RFP/IFB Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open 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

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	See 2 CFR §200.323 - Procurement of Recovered Materials. 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. 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. 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— 1. Competitively within a timeframe providing for compliance with the contract performance schedule; 2. Meeting contract performance requirements; or 3. At a reasonable price. ii. Information about this requirement, along with the list of EPA-designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program. iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the “Solid Waste Disposal Act.”	2 CFR 200 APPENDIX II (J)	Contractor RFP/IFB Contractor RFQ Subrecipients
	See 2 CFR §200.216 - Prohibition on certain telecommunications and video surveillance services or equipment (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (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). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (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	2 CFR 200 APPENDIX II (K)	Contractor RFP/IFB Contractor RFQ Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	owned or controlled by, or otherwise connected to, the government of a covered foreign country. (b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. (c) See Public Law 115-232, section 889 for additional information. (d) See also § 200.471.		
	See 2 CFR §200.322 - Domestic Preferences for Procurements. (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. (b) For purposes of this section: (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. (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.	2 CFR 200 APPENDIX II (L)	Contractor RFP/IFB Contractor RFQ Subrecipients
	Additional 2 CFR 200 references & Other Regulations		
None	The Federal awarding agency must establish conflict of interest policies for Federal awards. The Non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.	2 CFR 200.112	Contractor RFP/IFB Contractor RFQ Subrecipients
None	Contracting with HUB, small and minority businesses, women’s business enterprises, and labor surplus area firms. (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. (b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women’s business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;	2 CFR 200.321	Contractor RFP/IFB Contractor RFQ Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.		
>\$10,000	An NFE (Non-Federal Entity) that is a state agency or an agency of a political subdivision of a state, and the NFE's contractors must comply with Section 6002 of the Solid Waste Disposal Act. Applicable NFEs must include a contract provision requiring compliance with this requirement. This includes contracts awarded by a state agency or political subdivision of a state and its contractors for certain items, as designated by the EPA, with a purchase price greater than \$10,000. Indian Tribal Governments and nonprofit organizations are not required to comply with this provision. Additional requirements are listed below.	2 CFR 200.323	Contractor RFP/IFB Contractor RFQ Subrecipients
None	Financial records, supporting documents, statistical records, and all other Non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon Non-Federal entities. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations. The only exceptions are the following: (a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations. (b) When the Non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period. (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition. All records related to ARPA shall be maintained for 5 years per the ARPA terms and conditions and regulations. (d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the Non-Federal entity All records related to ARPA shall be maintained for 5 years per the ARPA terms and conditions and regulations. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations. (e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the Non-Federal entity's fiscal year in which the program income is earned. (f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting	2 CFR 200.334	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates). (1) <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. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations. (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. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations.		
None	The Federal awarding agency and the Non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the Non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not 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.	2 CFR 200.336	Contractor RFP/IFB Contractor RFQ Subrecipients
None	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.	Texas Government Code 2252.152	Contractor RFP/IFB Contractor RFQ Subrecipients
>\$100,000	PROVISION REQUIRED IN CONTRACT. (a) This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.	Texas Government Code 2271	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
For Critical Infrastructure Projects	PROHIBITION ON CONTRACTS WITH CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE. PROHIBITED CONTRACTS. (a) A governmental entity may not enter into a contract or other agreement relating	Texas Government Code, Title 10, Subtitle F, Chapter 2274.0102	Subrecipients EC 6.1 Awardees

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	to critical infrastructure in this state with a company: (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 (2) if the governmental entity knows that the company is: (A) owned by or the majority of stock or other ownership interest of the company is held or controlled by: (i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; or (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 (B) headquartered in China, Iran, North Korea, Russia, or a designated country. (b) The prohibition described by Subsection (a) applies regardless of whether: (1) the company's or its parent company's securities are publicly traded; or (2) the company or its parent company is listed on a public stock exchange as: (A) a Chinese, Iranian, North Korean, or Russian company; or (B) a company of a designated country.		
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
ARPA Terms & Conditions			
ARPA Terms, Conditions, & Records	1. Use of Funds. a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing. 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.	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.	Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
		117-2; Section 602(b), 603(b) and/or 603(c) as applicable	
ARPA Terms, Conditions, & Records	4. Maintenance of and Access to Records 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. 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. 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.	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	5. Pre-award Costs. Pre-award costs, as defined in 2 CFR § 200.458, may not be paid with funding from this award.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.	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	7. Cost Sharing. Cost sharing or matching funds are not required to be provided by 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	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.	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	9. Compliance with Applicable Law and Regulations. 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. b. Federal regulations applicable to this award include, without limitation, the following: 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	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
	exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award. ii. Universal Identifier and System for Award Management (SAM), 2 CFR Part 25, pursuant to which the award term set forth in Appendix A to 2 CFR Part 25 is hereby incorporated by reference. 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. 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. 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. vi. Governmentwide Requirements for Drug-Free Workplace, 31 CFR Part 20. vii. New Restrictions on Lobbying, 31 CFR Part 21. viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations. ix. Generally applicable federal environmental laws and regulations. c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following: i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury’s implementing regulations at 31 CFR Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance; ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability; iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance; iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury’s implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and 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.		
ARPA Terms, Conditions, & Records	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.	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	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.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c)	Subrecipients

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	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
	management; v. An authorized official of the Department of Justice or other law enforcement agency; vi. A court or grand jury; or vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct. 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.		
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 C – OTHER RELEVANT INFORMATION/SPECIAL CONDITIONS

ATTACHMENTS

THE FOLLOWING DOCUMENTS MUST BE COMPLETED AND INCLUDED IN THE RESPONSE PACKAGE:

- | | | |
|-----|--------------|--|
| 1. | ATTACHMENT A | SIGNED SOLICITATION RESPONSE COVER SHEET/ACKNOWLEDGEMENT OF ADDENDA/SUBMISSION CHECKLIST |
| 2. | ATTACHMENT B | PRICING SHEET |
| 3. | ATTACHMENT C | SYSTEM FOR AWARD MANAGEMENT (SAM.GOV) RECORD SEARCH |
| 4. | ATTACHMENT D | CUSTOMER/CLIENT REFERENCES |
| 5. | ATTACHMENT E | CERTIFICATE OF INSURANCE (IF APPLICABLE) |
| 6. | ATTACHMENT F | ETHICS AND CONFLICT OF INTEREST ACKNOWLEDGEMENT (OPTIONAL) |
| 8. | ATTACHMENT G | TEXAS ETHICS COMMISSION CERTIFICATE OF INTERESTED PARTIES (FORM 1295) |
| 9. | ATTACHMENT H | CONFLICT OF INTEREST QUESTIONNAIRE (FORM CIQ) |
| 10. | ATTACHMENT I | DISCLOSURE OF LOBBYING ACTIVITIES SF-LLL CERTIFICATION |
| 11. | ATTACHMENT J | BIDDER’S CERTIFICATION |
| 12. | ATTACHMENT K | NON-COLLUSION AFFIDAVIT |

ATTACHMENT A:

SOLICITATION RESPONSE COVER SHEET/ACKNOWLEDGMENT OF ADDENDA/SUBMISSION CHECKLIST

Title of Solicitation:	
Name of Respondent:	
Company:	
Mailing Address:	
City, State, Zip:	
Phone Number:	
Company Contact Email Address:	
Texas Vendor ID Number:	
EIN/Federal Tax Identification Number:	

ACKNOWLEDGEMENT OF ADDENDA

ADDENDUM NO.	DATE ISSUED

☐ Please check this box if no addenda were issued.

ATTACHMENT A (CONTINUED)

SOLICITATION RESPONSE COVER SHEET/ACKNOWLEDGMENT OF ADDENDA/ SUBMISSION CHECKLIST

This checklist is provided for the Respondent's use in assuring compliance with required documentation; however, it does not include all specification requirements and does not relieve the Respondent of the need to read and comply with the specifications. Your submittal of the documents attests to the fact that you have read and/or included the documents with your response.

SUBMISSION CHECKLIST

CHECK FOR COMPLETION	DOCUMENTS REQUIRED FOR SUBMISSION
☐	A. Solicitation Response Cover Sheet/Acknowledgement of Addenda/Submission Checklist
☐	B. Pricing Sheet
☐	C. System for Award Management (SAM.gov)
☐	D. Customer/Client References
☐	E. Certificate of Insurance
	F. Ethics and Conflict of Interest Acknowledgement (Optional)
N/A	G. Texas Ethics Commission Certificate of Interested Parties (Form 1295) (This is a sample and is only required to be completed by the Respondent selected for award.)
☐	H. Conflict of Interest Questionnaire (Form CIQ)
☐	Please check this box if the Respondent does not identify a conflict of interest and therefore, will not be submitting the Conflict of Interest Questionnaire Form CIQ.
☐	I. Disclosure of Lobbying Activities SF-LLL Certification (Required for all bids exceeding \$100,000)
☐	Please check this box if the bid does not exceed \$100,000.
☐	J. Bidder's Certification
☐	K. Non-Collusion Affidavit
☐	

The Respondent's authorized agent must sign this document to acknowledge having read this solicitation carefully and completely, including the list of addenda, and that the information submitted is true and correct.

AUTHORIZED AGENT NAME:	
AUTHORIZED SIGNATURE:	
TITLE OF AUTHORIZED AGENT:	
DATE OF SIGNATURE:	

ATTACHMENT B: PRICING SHEET

Respondent shall complete and submit the following pricing sheet with the bid response package. The Entity reserves the right to make an award on the basis of low bid in the interest of the Entity and to reject any and all bid items in the sole discretion of the Entity.

ITEM	DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENSION
1	Entity should enter the description and quantity of the services/products as contained in the Scope of Work in Exhibit A			\$	\$
2				\$	\$
3				\$	\$
4				\$	\$
5				\$	\$
TOTAL FIRM FIXED PRICE					\$
6	DELIVERY – Number of calendar days for delivery after receipt of the order:			90 Days	
Name of Firm:					
IFB #:					
IFB Name:					

AUTHORIZED AGENT – SIGNATURE AND CONTACT INFORMATION

The Respondent's authorized agent must sign this document to acknowledge they read this solicitation carefully and completely, and the information submitted is true and correct.

SIGNATURE OF AUTHORIZED AGENT:	
PRINTED NAME OF AUTHORIZED AGENT:	
TITLE OF AUTHORIZED AGENT:	
DATE OF SIGNATURE:	

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

This project is funded by Coronavirus State and Local Fiscal Recovery Funds which requires all contractors and vendors to be in good standing according to SAM.gov and the Texas State Comptroller's office.

Verification of SAM.gov Status

1. Respondent must not be suspended or debarred at the time of the proposal submittal. The proposal response package must include a completed Non-Debarment Certification Form located **on the next page** herein.
2. All Respondents must be pre-vetted for eligibility to perform the outlined ARPA funded scope of work. A printed screenshot from the SAM.gov website verifies whether the Vendor is excluded from contract participation at the federal level.

Contract Award

The ARPA Award Recipient must verify the SAM.gov status of the Respondent(s) selected for contract award prior to execution of the contract as stated in the Non-Debarment Certification Form. The final verification of the Respondent's SAM.gov status is completed prior to contract award, and in addition to the initial verification documentation provided with the proposal response submittal.

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

NON-DEBARMENT CERTIFICATION FORM

COMPANY/ENTITY LEGAL NAME:

STREET ADDRESS:

CITY:

STATE:

ZIP:

CONTACT NAME:

CONTACT EMAIL:

CONTACT PHONE:

*UEI #

**TIN #

*Subrecipients are required to have a Unique Entity Identifier (UEI) Number prior to an award. 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. **Beneficiary Entities are required to have UEI and/or TIN.

APPLICABLE REGULATIONS: As stated in the ARPA/SLFRF Terms & Conditions: "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."

Also, Federal Executive Order (E.O.) 12549: "Debarment" 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: www.sam.gov

Be advised that we may pursue available remedies per 2 CFR 180.360 as an ARPA recipient entity: "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."

[INITIAL]

CERTIFICATION & SIGNATURE

We hereby certify that we are not excluded, disqualified, or debarred from receiving federally funded awards.

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 this agreement's termination and/or the repayment of funds.

Your signature certifies that the information provided on this form is correct and 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.

SIGNATURE

PRINTED NAME & TITLE

DATE

FOR DEPARTMENT USE ONLY

SAM Debarment/Certification Record of Clearance

Yes [] No []

Note:

State of Texas Debarred Vendor List Cleared

Yes [] No []

Note:

Verified By:

Yes [] No []

Date:

ATTACHMENT D: CUSTOMER/CLIENT REFERENCES

Respondents shall use Attachment D to describe a minimum of three (3) and maximum of five (5) references for jobs, and corresponding references, completed within last five (5) years.

Respondent's Name: _____

The references shall illustrate recent experience successfully completing work of a similar nature and scope as the work described in this IFB. This form may be modified as needed to comply with the requirement to document company information. ***Failure to return this attachment (or a reasonable facsimile) may result in the proposal being considered non-responsive. Failure to provide references may result in the proposal being considered non-responsive.***

REFERENCE 1:

Company Name:	
Company Address:	
Contact Name/Title/Phone:	
Contact Email:	
Contract Award Date:	
Contract Completion Date:	
Contract Project Name:	
Brief Description of Services:	

REFERENCE 2:

Company Name:	
Company Address:	
Contact Name/Title/Phone:	
Contact Email:	
Contract Award Date:	
Contract Completion Date:	
Contract Project Name:	
Brief Description of Services:	

REFERENCE 3:

Company Name:	
Company Address:	
Contact Name/Title/Phone:	
Contact Email:	
Contract Award Date:	
Contract Completion Date:	
Contract Project Name:	
Brief Description of Services:	

REFERENCE 4:

Company Name:	
Company Address:	
Contact Name/Title/Phone:	
Contact Email:	
Contract Award Date:	
Contract Completion Date:	
Contract Project Name:	
Brief Description of Services:	

REFERENCE 5:

Company Name:	
Company Address:	
Contact Name/Title/Phone:	
Contact Email:	
Contract Award Date:	
Contract Completion Date:	
Contract Project Name:	
Brief Description of Services:	

ATTACHMENT E: CERTIFICATE OF INSURANCE
(PROPOSAL RESPONDER SUPPLIES INSURANCE WITH THE PROPOSAL PACKAGE)

INSURANCE REQUIREMENTS

If requested, the Respondent shall supply an original, certified copy of an insurance certificate listing **the Entity** as additional insured. The successful Respondent will be required to maintain, at all times during performance of the contract, the insurance detailed below. Failure to provide this insurance certificate within the specified amount of time may result in disqualification of bid.

- a. Workers' Compensation Insurance as required by laws and regulations applicable to and covering employees of Contract engaged in the performance of the work under this agreement with a limit of not less than \$1,000,000.00.
- b. Employers' Liability Insurance Protecting Responder against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master-servant relationship with a limit of not less than \$1,000,000.00.
- c. Comprehensive General Liability Insurance including products/completed operation with limits of liability of not less than: Bodily Injury \$1,000,000.00 per each person, \$2,000,000.00 per each occurrence/aggregate; Property Damage \$1,000,000.00 per each occurrence.
- d. Excess Liability Insurance Comprehensive General Liability, Comprehensive Automobile Liability and coverages afforded by the policies above, with the minimum limits of \$1,000,000.00 excess of specified limits.

ATTACHMENT F: ETHICS AND CONFLICT OF INTEREST ACKNOWLEDGEMENT

Public servants are expected to conduct themselves impartially and in a manner that inspires public confidence, while ensuring that responsible contractors have fair and equal access to governmental procurement.

The City of La Marque is committed to protection of government integrity, while also facilitating the recruitment and retention of the skilled personnel necessary to support its operations. To achieve this objective, The City of La Marque has established standards of ethical conduct and conflict of interest policies and expects all vendors, contractors, and subrecipients to adhere to the same core principles as described below.

To achieve these standards, it is essential that those doing business with the City of La Marque also observe the ethical standards prescribed here.

I acknowledge that it is a breach of ethics to attempt to influence any public employee, elected official, or department head to violate the standards of ethical conduct set forth in this code.

I further acknowledge that it is a breach of ethics for any employee of City of La Marque or a vendor doing business with the City of La Marque to participate directly or indirectly in a procurement when the employee or vendor knows that:

- A. The employee or any member of the employee's immediate family or household has a substantial financial interest in a company responding to a City of La Marque procurement.
- B. A business or organization in which the employee or any member of the employee's immediate family has a financial interest pertaining to the procurement.

I understand that it is a breach of ethics to offer, give, or agree to give any employee of City of La Marque, or for any employee to solicit, demand, accept, or agree to accept from a vendor, a gratuity of consequence or any offer of employment in connection with any decision, approval, disapproval, recommendation, preparation, or any part of a program requirement or purchase request influencing the content of specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or controversy, any particular matter pertaining to any program requirement, contract or subcontract, or to any solicitation or proposal therefore pending before City of La Marque.

I acknowledge that it is a breach of ethics for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for City of La Marque as an inducement for the award of a contract or order.

I certify that I have read and understand the ethical standards set forth by City of La Marque and agree to comply with them in all business dealings with the City of La Marque.

SIGNATURE, VENDOR AUTHORIZED REPRESENTATIVE

COMPANY

PRINTED NAME, TITLE

DATE

(TO BE COMPLETED BY THE AWARDED VENDOR PRIOR TO CONTRACT EXECUTION)

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 12/22/2017

ATTACHMENT H: CONFLICT OF INTEREST QUESTIONNAIRE (FORM CIQ)

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.	OFFICE USE ONLY 	
1 Name of vendor who has a business relationship with local governmental entity.		
2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
3 Name of local government officer about whom the information is being disclosed. Name of Officer		
4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary. A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor? ☐ Yes ☐ No B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity? ☐ Yes ☐ No		
5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.		
6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).		
7 Signature of vendor doing business with the governmental entity Date		

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

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

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

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

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

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

- (2) the vendor:

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

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

or

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

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

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

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

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

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

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

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

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

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

- (1) the date that the vendor:

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

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

- (2) the date the vendor becomes aware:

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

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

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

ATTACHMENT I: DISCLOSURE OF LOBBYING ACTIVITIES
SF-LLL 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 of Lobbying Activities," in accordance with its instructions.
- (c) The undersigned shall require that the language in paragraphs (a) and (b) 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, _____ (insert business name), 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	
NAME OF AUTHORIZED AGENT	
TITLE OF AUTHORIZED AGENT	
DATE	

DISCLOSURE OF LOBBYING ACTIVITIES – INSTRUCTIONS

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

1. Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. Status of Federal Action: ☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award	3. Report Type: ☐ a. initial filing ☐ b. material change
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, <i>if known:</i> Name: Street Address: City, State, Zip: Congressional District, if known:		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Name: Street Address: City, State, Zip: Congressional District, if known:
6. Federal Department/Agency:		7. Federal Program Name/Description: CFDA Number, <i>if applicable:</i> _____
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10a. Name and Address of Lobbying Registrant Name (First, MI, Last): Street Address: City, State, Zip:	10b. Individuals Performing Services <i>(including address if different from No. 10a)</i> Name (First, MI, Last): Street Address: City, State, Zip:	
11. Information requested through this form is authorized by Title 31 U.S.C., Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
Signature: _____ Name: _____ Title: _____ Telephone: _____ Date: _____		
Federal Use Only		Authorized for Local Reproduction Standard Form – LLL (Rev. 7-97)

ATTACHMENT J: BIDDER'S CERTIFICATION

In accordance with Texas Government Code Sections 2252.001 through 2252.004 (relating to bids by nonresident contractors), the pertinent portion of the Act has been extracted and is as follows:

1. "Nonresident bidder" refers to a person who is not a resident.
2. "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the greater of the following:

1. the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located; or
2. the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which a majority of the manufacturing relating to the contract will be performed.

I certify that _____ (Company Name) is a

☐ **Resident bidder of Texas** as defined in Section 2252.001(4), Texas Government Code,

OR

☐ **Nonresident bidder** as defined in Section 2252.001(3), Texas Government Code, and our principal place of business is located at _____ (City and State).

Note: If the Respondent is an out-of-state company, a Certificate of Authority from the Secretary of State to do business in Texas must be provided.

SIGNATURE	
NAME OF AUTHORIZED AGENT	
TITLE OF AUTHORIZED AGENT	
DATE	

ATTACHMENT K: NON-COLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT

STATE OF TEXAS §
 §
COUNTY OF _____ §

By the signature below, the signatory for the bidder certifies that neither he/she 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 _____ on the _____ day of _____, 20_____ on behalf of said bidder.

Notary Public in and for the
State of Texas

My commission expires: _____

APPENDIX I – SAMPLE CONTRACT

SAMPLE CONTRACT – INVITATION FOR BID NON-CONSTRUCTION ONLY

CITY OF LA MARQUE

AMERICAN RESCUE PLAN ACT (ARPA) PROGRAM

GENERAL SERVICES, SUPPLIES, AND/OR EQUIPMENT CONTRACT

Vendor Name	To be determined (TBD)
Vendor Unique Entity Identifier (UEI) if available	TBD
Period of Performance Start Date	TBD
Period of Performance End Date	TBD
Amount of Federal Funds Obligated by this Agreement	TBD
Assisted Listing Number (ALN) # 21.027	FAIN # RCP-056096

INTRODUCTION

THIS CONTRACT for General Services, Supplies, and/or Equipment (“Contract”) is made and entered into this TBD by and between City of La Marque, Texas, hereinafter referred to as the “Entity” and [Vendor Name], hereinafter referred to as the “Vendor.” Entity and Vendor are sometimes each referred to as a “Party” and collectively “Parties.”

The following recitals are incorporated in and made a part of this Contract.

WHEREAS, on March 11, 2021, President Biden signed the U.S. Senate-amended H.R. 1319 (P.L. 117-2) known as the American Rescue Plan Act (hereinafter “ARPA”); and

WHEREAS, under ARPA Section 603 (c)(1)(A) and (3) and the Final Rule 31 CFR 35.6, recipients may use Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) to allocate funds for the provision of government services and/or make necessary investments in water, sewer, and broadband infrastructure; and

WHEREAS, the Entity has determined that it has the objective of providing services to its residents; and

WHEREAS, the Entity has been awarded ARPA funds by the U.S. Department of the Treasury (“Treasury”) which have been distributed to the Entity from ARPA for covered costs and eligible expenses to be incurred during the period which began on March 3, 2021 (the date ARPA became law) until December 31, 2024 (to be fully expended by December 31, 2026); and

WHEREAS, the Entity desires to disburse funds to the Vendor to perform certain services or provide certain supplies or equipment in connection therewith as set forth in this Contract and in the Scope of Services attached hereto; and

WHEREAS, Vendor has represented to the Entity that it is duly qualified, eligible, and willing to provide the services identified herein and in the Scope of Services attached hereto.

NOW, THEREFORE, in consideration of the foregoing recitals and the terms and conditions set forth herein, the Parties hereto do mutually agree as follows:

SECTION 1. CONTRACT ADMINISTRATION

SECTION 1.1 CONTACT INFORMATION & NOTICES

For the purposes of this Contract, the Entity's Representative listed below will serve as the primary point of contact for the Vendor. All required reports and communication shall be directed to this liaison and other local personnel as appropriate. The Vendor shall designate a Representative to act on Vendor's behalf for all purposes, including execution of Change Orders and Requests for Payment.

Any notice or communication required or permitted to be given under this Contract must be in writing. The initial contact information of the parties, which one party may change by giving written notice to the other party, are as follows:

Entity Name		Vendor Name	
Entity Address 1		Vendor Address 1	
Entity Address 2		Vendor Address 2	
Entity Representative for Project		Vendor Representative for Project	
Name		Name	
Title		Title	
Phone		Phone	
Email		Email	
Entity Billing Contact		Vendor Billing Contact	
Name		Name	
Title		Title	
Phone		Phone	
Email		Email	

SECTION 1.2 PARTS INCORPORATED

Parts Incorporated. In addition to the Exhibits identified below which are incorporated into this Contract, it is understood and agreed that additional terms of this Contract are to be performed in accordance with the proposal documents (scope of work, images, and specifications), submitted proposal response and related exhibits, affidavits, addendums, statutory requirements, and the ARPA Terms & Conditions.

Exhibits

Exhibit A1	Scope of Work
Exhibit A2	Payment & Pricing Schedule
Exhibit A3	Request for Payment
Exhibit B	ARPA Required Contract Provisions
Exhibit C	Other Relevant Information/Special Conditions for Construction
Exhibit D	Insurance Certificate
Exhibit E	Bid, Performance, and Payment Bonds
Exhibit F	Eligibility Verification (SAM.gov)
Exhibit G	Certificate of Interested Parties (Form 1295)

SECTION 1.4 CONTRACT DOCUMENTS

By reference, the Contract Documents consist of:

- a. This Contract and all exhibits listed, contained, or referenced in this Contract.
- b. All Addenda issued before the Effective Date of this Contract;
- c. All Alternates accepted by the Entity before the Effective Date of this Contract;
- d. All Change Orders issued after the Effective Date of this Contract; and
- e. The response submitted by Vendor in response to the IFB issued by Entity for this Project.

The Contract and Exhibit Documents form the entire and integrated Contract between Entity and Vendor, and supersede all prior negotiations, representations, or agreements, written or oral. To the extent of any conflict between Vendor's Proposal and any other Contract Document, the Contract Documents shall govern.

If there is an irreconcilable difference between or among the various documents that make up the Contract Documents, the interpretation that provides for a higher quality of material and/or workmanship will prevail over all other interpretations.

1.4.1 Term of Contract and Delivery Schedule – Commencement of Work

Entity shall issue a Notice to Proceed (NTP) identifying the date for commencement of the Work. Vendor shall achieve substantial completion of the Work within __TBD__ calendar days after the commencement date; as such completion date may be extended by approved Change Orders. THE TIME SET FOR COMPLETION OF THE WORK IS AN ESSENTIAL ELEMENT OF THE CONTRACT. In any event, all of the services required and performed hereunder shall be completed no later than _____TBD_____.

1.4.2 Pre-Existing Conditions

Vendor acknowledges that it has been provided access to the existing improvements and conditions on the Project site and that it has thoroughly investigated those conditions. Vendor's investigation was instrumental in preparing its bid to perform the Work. Vendor shall not make or be entitled to any adjustment to the Contract Time or the Contract Sum

arising from Project conditions that the Vendor discovered or, in the exercise of reasonable care, should have discovered in Vendor's investigation.

1.4.3 Liquidated Damages

Vendor and Entity agree that a breach of this Contract as to completion time will cause damage to the Entity, but further agree that such damage cannot be accurately measured. Therefore, the Parties agree that Price TBD shall be subtracted from the Contract amount for each and every calendar day that the Work or any portion of the Work remains uncompleted after the expiration of the time period specified in the Notice to Proceed, or as extended by a change order.

1.4.4 Dispute Resolution

Disputes arising under the Contract shall be submitted to a process of resolution pursuant to alternative dispute resolution practices, such as mediation, binding arbitration, or non-binding arbitration pursuant to industry standards, prior to being submitted to a court for adjudication. It is understood that the Entity shall have the right to request mediation if services being provided are deemed deficient in any way.

1.4.5 Acquisition, Merger, Sale and/or Transfer of Business, etc.

It is understood by all parties that if, during the life of the Contract, the Vendor disposes of his/her business concern by acquisition, merger, sale, and or/transfer or by any means conveys his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new vendor will be required to submit all documentation/legal instruments that were required in the original bid/contract. Any change shall be approved by the Entity, who retains the right to reject the transfer of the contract.

1.4.6 Termination of Contract For Cause

This Contract may be terminated by the Entity for cause, including any nonperformance by the Vendor; failure of the Vendor to fulfill in a timely and proper manner its obligations under this Contract; or violation of any of the covenants, agreements, or stipulations of the Contract, upon thirty (30) days' written notice to Vendor including a statement of the reasons, therefore. The determination of the Entity as to the cause of termination and the appropriateness thereof shall be final and binding upon both Entity and Vendor. Cause for termination shall include any material failure by Vendor to comply with any terms of this Contract.

- a. In such event, all finished or unfinished services, documents, data, maps, studies, surveys, drawings, models, photographs, and reports prepared by the Vendor under this Contract shall, at the option of the Entity, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.
- b. Notwithstanding the above, the Vendor shall not be relieved of liability to the Entity for damages sustained by the Entity by virtue of any breach of this Contract by the Vendor, and the Entity may withhold any payments to the Vendor for the purposes of set-off until such time as the exact amount of damages due the Entity from the Vendor is determined.
- c. The Vendor agrees to indemnify and hold the Entity harmless from any liability to subcontractors or suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the Contract by the Entity under this provision.
- d. In case of default by the Vendor, the Entity may procure the goods or services from other sources and hold the Vendor responsible for any excess cost.
- e. Continuation of the terms of the Contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the Entity reserves the right to cancel the Contract.
- f. If this Contract is terminated for cause, excluding funding discontinuance or disapproval, Vendor shall have the

right to attempt to cure its failure during the thirty (30) day period prior to termination to the satisfaction of the Entity at the Entity's sole discretion.

1.4.7 Termination of Contract For Convenience of the Entity

The Entity may terminate this Contract at any time by giving at least thirty (30) days' notice in writing to the Vendor. If the Vendor is terminated by the Entity as provided herein, the Vendor will be paid for actual services provided or delivered purchases that are determined acceptable at the sole discretion of the Entity, less payments of compensation previously made. Vendor

1.4.8 Post Expiration and Termination Procedures

Upon expiration or in the event of a prior termination, all remaining and unspent ARPA funds, shall immediately become the sole and separate property of the Entity and the Vendor shall perform all acts and execute all instruments necessary to transfer and assign such funds to the Entity. All finished or unfinished documents, data, studies, reports, and work products prepared by the Vendor under this Contract or with grant funds shall, at the option of the Entity, become Entity's property.

1.4.9 Transitional Period

In the event services are terminated by contract expiration or by voluntary termination by either the Vendor or the Entity, the Vendor shall continue all terms and conditions of said Contract for a period not to exceed thirty (30) days at the Entity's request.

1.4.10 Ownership of Material

The Entity shall retain all of its rights and interest in any and all documents and property, both hard copy and digital furnished by the Entity to the Vendor for the purpose of assisting the Vendor in the performance of this Contract. All such items shall be returned immediately to the Entity at the expiration or termination of the Contract or completion of any related services pursuant thereto, whichever comes first. None of the documents and/or property shall, without the written consent of the Entity, be disclosed to others or used by the Vendor or permitted by the Vendor to be used by their parties at any time except in the performance of the resulting Contract. Ownership of all data, materials and documentation originated and prepared for the Entity pursuant to this Contract shall belong exclusively to the Entity. All data, reports, computerized information, programs, and materials related to this Project shall be delivered to and become the property of the Entity upon completion of the Project. The Vendor shall not have the right to use, sell, or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the Entity.

SECTION 1.5 CONTRACT SUM AND PAYMENTS

The Vendor shall be compensated per the schedule below. Payment to the Vendor shall be based on satisfactory completion of identified services and/or deliverables and payment/invoicing terms as stated in the IFB, or as mutually agreed upon and contained in this Contract. Payment is expressly contingent upon the availability of ARPA funding.

1.5.1 Contract Sum

Entity shall pay Vendor for performance of its obligations under this Contract, including the Base Proposal and Alternate Proposals (if any), the sum of [TBD], and make payment in accordance with the provisions of this Section.

1.5.2 Payment & Pricing Schedule

A Payment & Pricing Schedule (see **Exhibit A2**) subdividing the Project into its respective parts (f needed), and which includes values for all items comprising the Project will serve as the basis for payments made to Vendor.

1.5.3 Vendor's Payment Obligations

Vendor shall promptly pay all bills for labor and material performed and furnished by others in connection with this Contract.

- a. Firm shall submit an invoice upon completion of each milestone. Deliverables will be considered complete only upon inspection and written acceptance by the Entity. Each invoice shall include deliverable(s) completed and the price for each. **The final request for reimbursement must be received by City/County no later than September 30, 2026.**

1.5.4 Request for Payment

As instructed, all payment requests must be submitted on the Request for Payment (See **Exhibit A3**) including required attachments. Notwithstanding the certification of Vendor's payment requests, the Entity or its Representative will independently review Vendor's payment requests and make a determination as to the amount properly payable to Vendor.

1.5.5 Offsets; Deductions; Withholding

- a. Entity is an agency of the State of Texas and materials and services utilized in the provision of services or purchases may be exempt from state and local taxes. Vendor is responsible for taking full advantage of all tax exemptions applicable to the Project. Entity will deduct from the Requests for Payment and from the Request for Final Payment any taxes paid for materials or services that were entitled to tax exemption.
- b. Amounts assessed as liquidated damages per the above Section of this Contract and other amounts to which Entity is entitled by way of setoff or recovery, if any, shall be deducted from any amounts due Vendor.
- c. Notwithstanding any other contractual provision to the contrary, Entity may withhold any payment from Vendor to the extent reasonably required to protect Entity interests under any of the following circumstances: failure to perform work in accordance with Contract Documents; insufficient documentation in Application for Payment; failure to pay subcontractors, employees, hired laborers or materials suppliers; failure to obtain, renew or maintain insurance coverage as required in this Contract; failure to meet schedule requirements or other scenarios that causes the Entity, in good faith judgment, to determine that the remaining balance will not be sufficient to complete the Work in accordance with this Contract. The right to withhold payment is contingent on giving Vendor a minimum of seven (7) calendar days' written notice of specific defects or defaults and an opportunity to cure same, and on Vendor's failure to cure or to take diligent steps to cure within such seven (7) calendar days.

1.5.6 Final Payment

Vendor's request for Final Payment must not be made until all Work is completed, all requirements of the Vendor Documents have been satisfied, and Vendor delivers the services or equipment.

SECTION 2. ENTITY RESPONSIBILITIES

SECTION 2.1 GENERAL

- a. Entity will cooperate in a timely manner in providing information regarding its requirements.
- b. Entity will review and provide final approval of the general schedule, setting the plan for milestone dates and completion or delivery.
- c. If the Entity has actual knowledge of any fault or defect or non-conformance with the Specifications, the Entity shall give prompt written notice of such fault, defect, or non-conformance to Vendor.
- d. The Entity may designate one or more inspectors of its own who will be given access to the Work as requested or needed. The provision of such inspectors will not reduce or lessen in any respect Vendor's responsibilities for the Work.
- e. The Entity may furnish or obtain all legal, accounting, auditing, and insurance counseling services for itself as may be necessary for the Project.

SECTION 3. SCOPE OF WORK

SECTION 3.1 GENERAL

Vendor has overall responsibility for and shall furnish all materials, equipment, tools, and labor necessary and reasonably inferable to complete the Work, or any phase of the Work, in accordance with Entity's requirements and the terms of the Contract Documents, including the Drawings, Specifications, Addenda, details, and other documents prepared by Vendor and listed in the attached Exhibits, if applicable.

Vendor's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Entity nor shall Vendor be released from any liability by reason of such approval by Entity, it being understood that Entity at all times is ultimately relying upon Vendor's skill and knowledge in performing the services required hereunder.

SECTION 3.2 PROJECT CONTROL

Vendor shall supervise and direct the Work and shall be solely responsible for means, methods, techniques, sequences, and procedures for the Work. Vendor shall promptly correct any defective or non-conforming Work at Vendor's sole expense and without cost to Entity.

SECTION 3.3 SUBVENDORS

Vendor shall award and enter into all Subcontracts necessary and appropriate to provide all labor and materials for the scope of work.

- a. Vendor shall monitor the Work of the Subcontractors as required and coordinate such Work with a goal to attain Substantial Completion not later than the date for Substantial Completion and at a cost not to exceed the Contract Sum.
- b. Upon request, Vendor shall provide Entity with complete, unaltered copies of all Subcontracts, and all amendments thereto.

SECTION 3.4 HUB SUBCONTRACTING PLAN

Vendor shall comply with the requirements of the HUB Subcontracting Plan and shall not make any changes to the HUB Subcontracting Plan without Entity's written approval.

SECTION 3.5 KEY TASKS

- a. Provide services and purchase of equipment in accordance with delivery schedules and other prescribed timelines herein.
- b. Provide a warranty on all purchased equipment.
- c. Provide excellent customer service. Firm shall be responsive to requests and communicate on a regular basis with the Entity.
- d. Provide and maintain all original and copies of supporting documentation.
- e. Furnish progress reporting as determined or requested by the Entity.
- f. Support and assist the Entity during state/federal monitoring or auditing activities, including providing financial information, reports, and other requests that may be required.

SECTION 3.6 SCHEDULING

Vendor is solely responsible for delivery of the services/equipment in accordance with the Contract Documents on or

before the date specified in the Schedule.

SECTION 3.7 NON-CONFORMING WORK

Entity may reject any defective or non-conforming Work on the Project of which Entity becomes aware and Vendor shall promptly correct any such defect at Vendor's own cost without increasing the Contract Sum. Upon discovering that any portion of the Work does not conform with Entity's design concept and/or requirements, including the Design Guidelines and Standard Specifications, due to an error or omission in any Construction Document materials prepared or furnished by or on behalf of Vendor, Vendor shall promptly correct such condition at no additional cost to Entity. If Vendor refuses or fails to correct (or improperly corrects) any such condition within a reasonable time after notice, Entity may cause the condition to be corrected and offset the cost of such correction against any monies owed to Vendor; provided, however, if no monies are owed Vendor at the time the condition is discovered or at the time the condition is corrected by Entity, Vendor shall promptly reimburse the Entity for all expenses incurred to correct the condition. Vendor shall warranty all corrective Work, whether performed by or through Vendor or by a third party retained by Entity in accordance with the immediately preceding sentence due to Vendor's refusal or failure to correct properly any non-conforming Work.

SECTION 3.8 INDEMNIFICATION

Vendor covenants and agrees to indemnify, hold harmless and defend, at its own sole expense, the Entity and its officers, agents, servants, and employees from and against any and all claims or suits for property loss or damage and/or personal injury, including death, to any and all persons, of whatsoever kind or character, whether real or asserted, arising out of or in connection with the execution, performance, attempted performance, or nonperformance of the services under this Contract and/or the operations, activities, and services of the activities described herein; and Vendor hereby assumes all liability and responsibility of the entity and its officers, agents, servants, and employees for any and all claims or suits for property loss or damage and/or personal injury, including death, to any and all persons, of whatsoever kinds or character, whether real or asserted, arising out of or in connection with the execution, performance, attempted performance, or nonperformance of the services or this Contract and/or the operations, activities, and services described herein. Vendor likewise covenants and agrees to and does hereby indemnify and hold harmless entity from and against any and all injury, damage, or destruction of property of entity, arising out of or in connection with all acts or omissions of Vendor, its officers, members, agents, employees, contractors, subcontractors, invitees, licensees, and project participants. Vendor agrees to and shall release Entity, its agents, employees, officers, and legal representatives from all liability for injury, death, damage, or loss to persons or property sustained in connection with or incidental to performance of the services under this Contract.

Vendor shall require all of its contractors and subcontractors to include in its contracts and subcontracts a release and indemnity in favor of the Entity in substantially the same form as above. The indemnity and liability release provided for above shall not apply to any liability resulting from the sole negligence or fault of the Entity, its officers, agents, employees or separate Vendors, and in the event of joint and concurring negligence or fault of the Entity and Vendor, responsibility and indemnity, if any, shall be apportioned in accordance with the laws of the State of Texas, without waiving any governmental immunity available to the entity under Texas law and without waiving any defenses of the parties under Texas law.

The provisions of this section are solely for the benefit of the parties and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity. This section survives termination or expiration of this Contract.

SECTION 3.9 INSURANCE & BONDING

If applicable, Vendor shall provide Insurance and Bid, Performance, and Payment Bonds as prescribed by Entity in the Solicitation documentation and included here as **Exhibit D** and **Exhibit E**.

SECTION 4. REQUIRED PROVISIONS

The Vendor shall comply with the following items:

SECTION 4.1 TERMS AND CONDITIONS

The Vendor agrees to comply with the requirements of Section 503 of the American Rescue Plan Act (ARPA), regulations adopted by Treasury pursuant to Section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Vendor also specifically agrees to comply with the ARPA Terms & Conditions attached to this Contract in **Exhibit B**.

SECTION 4.2 DEBARMENT AND SUSPENSION

Vendor has provided proof of registration, active/good standing, and non-debarment status in the System for Award Management. Should this status change, the Vendor must notify the Entity immediately.

SECTION 4.3 ASSURANCES OF COMPLIANCE WITH TITLE VI

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

SECTION 4.4 LOBBYING CERTIFICATION & DISCLOSURE

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.

SECTION 4.5 ETHICS MATTERS

Vendor and its employees, agents, representatives, and subcontractors have read and understand the Entity's Conflict of Interest Policy, State of Texas Standards of Conduct and Conflict of Interest Provisions available at [Government Code Chapter 572: Personal Financial Disclosure, Standards of Conduct, and Conflict of Interest \(state.tx.us\)](https://www.state.tx.us/govcode/572), and applicable state ethics laws and rules available. Neither Vendor nor its employees, agents, representatives, or subcontractors will assist or cause Entity employees to violate the Conflict of Interest policies, provisions described by State of Texas Standards of Conduct and Conflict of Interest Provisions, or applicable state ethics laws or rules.

SECTION 4.6 MAINTENANCE AND ACCESS TO RECORDS

The Vendor shall maintain records and financial documents sufficient to evidence in compliance with Section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

The Treasury Office of Inspector General, the Government Accountability Office and the Texas Office of the State Comptroller, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of the Vendor in order to conduct audits or other investigations and all records shall be made available upon request. Records shall be maintained by the Vendor for a period of five (5) years after all funds have been expended or returned to the Treasury, whichever is later.

SECTION 5. MISCELLANEOUS PROVISIONS

SECTION 5.1 GENERAL

- a. In any case one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- b. If any action at law or in equity is necessary to enforce or interpret the terms of this Contract, the prevailing party

shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

- c. This Contract may be amended by mutual agreement of the parties hereto and a writing to be attached to be incorporated into this Contract.
- d. Licenses, Permits, Taxes, Fees, Laws, and Regulations
 - i. Vendor warrants that it will obtain, maintain in effect, and pay the cost for all licenses, permits, or certifications that may be necessary for Vendor's performance of this Contract.
 - ii. Vendor will be responsible for the payment of all taxes, excises, fees, payroll deductions, employee benefits (if any), fines, penalties or other payments required by federal, state, or local law or regulation in connection with Vendor's performance of this Contract.
 - iii. Vendor will comply with and will be responsible for requiring its officers and employees to comply with all applicable federal, state, and local laws and regulations, and the rules and regulations of the Entity.

SECTION 5.2 CAPACITY TO PERFORM

By execution of this Contract, Vendor is certifying that they have the capacity to perform and complete the Scope of Work as provided.

SECTION 5.3 LIMITATION OF LIABILITY

Except for the obligation of Entity to pay Vendor certain fees, costs, and expenses to the extent expressly set forth in this Contract, the Entity shall have no liability to Vendor or to anyone claiming through or under Vendor by reason of the execution or performance of this Contract. Notwithstanding any obligation or liability of Entity to Vendor, no present or future partner or affiliate of the Entity or any agent, officer, director, or employee of the Entity or anyone claiming under the Entity, has or shall have any personal liability to Vendor or to anyone claiming through or under Vendor by reason of the execution or performance of this Contract.

SECTION 5.4 ASSIGNMENT

This Contract is a personal service contract for the services of Vendor, and neither Vendor's interest in this Contract (including, but not limited to Vendor's fees due hereunder), nor Vendor's duties hereunder may be assigned or delegated to a third party except as specifically set forth in this Contract.

SECTION 5.5 GOVERNING LAW AND VENUE

The Vendor 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.

Additionally, all applicable local government codes for the State of Texas also apply to this Contract. All equipment, supplies, and work furnished under this Contract shall comply with applicable laws, ordinances, and regulations. Vendor shall obtain and pay for such permits and inspections as are required for the legal performance of this work, unless otherwise specified. Vendor shall comply with all federal and state laws and Entity's Ordinances and Codes applicable to the Vendor's operation under this Contract. These Specifications and the Contract resulting here from shall be fully governed by the laws of the State of Texas and shall be fully performable in City of La Marque (Entity Name), Texas, where venue for any proceeding arising hereunder will lie.

This Contract will be governed by the laws of the State of Texas without reference to its conflicts of law provisions. Venue for any suits arising from this Contract will be in a court of competent jurisdiction in Galveston County, Texas.

SECTION 5.6 WAIVERS

No delay or omission by either Party in exercising any right or power accruing upon the non-compliance or failure of performance by the other Party of any provision of this Contract or the Contract Documents will impair any such right or power or be construed to be a waiver thereof. A waiver by either Party of any of the covenants, conditions, or agreements of this Contract or any of the Contract Documents to be performed by the other party will not be construed to be a waiver of any subsequent breach of this Contract or the Contract Documents or of any other covenant, condition or agreement contained in this Contract or the Contract Documents.

SECTION 5.7 SEVERABILITY

If any provision of this Contract is for any reason be held invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision of this Contract and this Contract will be construed as if such invalid or unenforceable provision had not been included herein.

SECTION 5.8 NEW LAWS

Parties agree that if there is a change in any laws, rules, or regulations affecting the performance related to this Contract and enacted after the Effective Date of this Contract, the Parties will enter into good faith negotiations to renegotiate the affected terms of this Contract.

BY: _____
(Entity Official)

(Printed Name)

(Title)

(Date)

BY: _____
(Vendor's Authorized Representative)

(Printed Name)

(Title)

(Date)

SECTION 6. EXHIBITS

THE FOLLOWING DOCUMENTS MUST BE COMPLETED AND ATTACHED TO THE CONTRACT:

Exhibit A1	Scope of Work
Exhibit A2	Payment & Pricing Schedule
Exhibit A3	Request for Payment
Exhibit B	ARPA Required Provisions (ARPA Terms & Conditions)
Exhibit C	Other Relevant Information
Exhibit D	Insurance Certificate (if applicable)
Exhibit E	Bid, Performance, and Payment Bonds (if applicable)
Exhibit F	Eligibility Verification (SAM.gov)
Exhibit G	Certificate of Interested Parties (Form 1295)

Exhibit A1 – Scope of Work

To be populated with solicitation Scope of Work

Exhibit A2 – Payment & Pricing Schedule

The terms for payment for the contract are as follows:

Payment Schedule:

Payment will be made within 30 days of a Request for Payment and only after delivery of all services and/or purchases and acceptance by the Entity.

Pricing Schedule:

Prices for all goods and/or services shall be all inclusive.

Entity is an agency of the State of Texas and materials and services utilized in the provision of services or purchases may be exempt from state and local taxes. Vendor is responsible for taking full advantage of all tax exemptions applicable to the Project. Entity will deduct from the Requests for Payment and from the Request for Final Payment any taxes paid for materials or services that were entitled to tax exemption.

Lump Sum Price: Vendor shall provide pricing in the table below to complete the scope of services contained in **Exhibit A1**, Scope of Work, in accordance with the specifications contained in this document. Costs include all applicable services (i.e. labor, materials, profit, bonding, insurance, permitting, general conditions, and other costs) to provide a turnkey product.

(Note to Entity: Component pricing should be based on the identified components of the scope of work contained in **Exhibit A1**). An example is provided below:

SCOPE OF WORK	PRICE
	\$
	\$
	\$
	\$
	\$
TOTAL LUMP SUM PRICE (TOTAL OF ABOVE LINE ITEMS)	\$

Exhibit A3 – Request for Payment

Project Name:			
Vendor Name:			
Date of Request:			
Contact Name:			
Contact Phone:		Contact Email:	

Item for Payment	Description	Unit Cost or Percent Complete	# of Units	Total Amount
TOTAL				

X	Attachments

Submitted By	
Name and Title	
Signature	

CERTIFICATION: I certify that this Request for Payment contains costs associated with the provision of services in accordance with the terms of the contract. I also certify that all required documentary evidence has been submitted along with the Request for Payment as instructed, including any documentation associated with requirement to pay prevailing wages.

By signing this Request for Payment, I certify to the best of my knowledge and belief that information provided in this Request is true, complete, and accurate. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

WARNING: Section 1001 of Title 18 U.S. code makes it a criminal offense to make willful, false statements or misrepresentation of any material fact involving the use of or obtain federal funds.

Exhibit B – ARPA Required Provisions

2 CFR 200.327 Contract provisions. The Non-Federal entity's contracts should contain applicable provisions described in Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. The Non-Federal entity's contracts must contain the provisions described in Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, as applicable.

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	2 CFR 200 Appendix II (A-L)		
>\$250,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908 , must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.	2 CFR 200 APPENDIX II (A)	Contractor RFP/IFB Contractor RFQ Subrecipients
>\$10,000	All contracts in excess of \$10,000 must address termination for cause and for convenience by the Non-Federal entity including the manner by which it will be affected and the basis for settlement.	2 CFR 200 APPENDIX II (B)	Contractor RFP/IFB Contractor RFQ Subrecipients
None	Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." 41 CFR 60-1.4 Equal opportunity clause. (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: 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: During the performance of this contract, the contractor agrees as follows: (9) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.	2 CFR 200 APPENDIX II (C) and 41 CFR §60-1.4(b)	Contractor RFP/IFB Contractor RFQ Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	(10) 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. (11) 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. (12) 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. (13) 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. (14) 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. (15) 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. (16) 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: 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. The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The [recipient] agrees that it will assist and cooperate actively with the administering		

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	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. 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.		
>\$10,000,000 for ARPA but State Provision Applies at any amount and/or >\$2,000 for CDBG/Braided Funds Projects See TX Prevailing Wage Laws	Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$10,000,00 awarded by Non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The Non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The Non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Non-Federal entity must report all suspected or reported violations to the Federal awarding agency.	2 CFR 200 APPENDIX II (D)	Contractor RFP/IFB Subrecipients
>\$100,000	Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the Non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These	2 CFR 200 APPENDIX II (E)	Contractor RFP/IFB Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	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

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	See 2 CFR §200.323 - Procurement of Recovered Materials. 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. 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. ii. 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— 1. Competitively within a timeframe providing for compliance with the contract performance schedule; 2. Meeting contract performance requirements; or 3. At a reasonable price. iv. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program. v. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the "Solid Waste Disposal Act."	2 CFR 200 APPENDIX II (J)	Contractor RFP/IFB Contractor RFQ Subrecipients
	See 2 CFR §200.216 - Prohibition on certain telecommunications and video surveillance services or equipment (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (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). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or	2 CFR 200 APPENDIX II (K)	Contractor RFP/IFB Contractor RFQ Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	controlled by, or otherwise connected to, the government of a covered foreign country. (b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. (c) See Public Law 115-232, section 889 for additional information. (d) See also § 200.471.		
	See 2 CFR §200.322 - Domestic Preferences for Procurements. (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. (b) For purposes of this section: (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. (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.	2 CFR 200 APPENDIX II (L)	Contractor RFP/IFB Contractor RFQ Subrecipients
	Additional 2 CFR 200 references & Other Regulations		
None	The Federal awarding agency must establish conflict of interest policies for Federal awards. The Non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.	2 CFR 200.112	Contractor RFP/IFB Contractor RFQ Subrecipients
None	Contracting with HUB, small and minority businesses, women’s business enterprises, and labor surplus area firms. (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. (b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women’s business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;	2 CFR 200.321	Contractor RFP/IFB Contractor RFQ Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.		
>\$10,000	An NFE (Non-Federal Entity) that is a state agency or an agency of a political subdivision of a state, and the NFE's contractors must comply with Section 6002 of the Solid Waste Disposal Act. Applicable NFEs must include a contract provision requiring compliance with this requirement. This includes contracts awarded by a state agency or political subdivision of a state and its contractors for certain items, as designated by the EPA, with a purchase price greater than \$10,000. Indian Tribal Governments and nonprofit organizations are not required to comply with this provision. Additional requirements are listed below.	2 CFR 200.323	Contractor RFP/IFB Contractor RFQ Subrecipients
None	Financial records, supporting documents, statistical records, and all other Non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon Non-Federal entities. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations. The only exceptions are the following: (a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations. (b) When the Non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period. (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition. All records related to ARPA shall be maintained for 5 years per the ARPA terms and conditions and regulations. (d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the Non-Federal entity. All records related to ARPA shall be maintained for 5 years per the ARPA terms and conditions and regulations. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations. (e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the Non-Federal entity's fiscal year in which the program income is earned. (f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such	2 CFR 200.334	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	as computer usage chargeback rates or composite fringe benefit rates). (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. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations. (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. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations.		
None	The Federal awarding agency and the Non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the Non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not 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.	2 CFR 200.336	Contractor RFP/IFB Contractor RFQ Subrecipients
None	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.	Texas Government Code 2252.152	Contractor RFP/IFB Contractor RFQ Subrecipients
>\$100,000	PROVISION REQUIRED IN CONTRACT. (a) This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.	Texas Government Code 2271	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
For Critical Infrastructure Projects	PROHIBITION ON CONTRACTS WITH CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE. PROHIBITED CONTRACTS. (a) A governmental entity may not enter into a contract or other agreement relating to critical infrastructure in this state with a company:	Texas Government Code, Title 10, Subtitle F, Chapter 2274.0102	Subrecipients EC 6.1 Awardees

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	(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 (2) if the governmental entity knows that the company is: (A) owned by or the majority of stock or other ownership interest of the company is held or controlled by: (i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; or (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 (B) headquartered in China, Iran, North Korea, Russia, or a designated country. (b) The prohibition described by Subsection (a) applies regardless of whether: (1) the company's or its parent company's securities are publicly traded; or (2) the company or its parent company is listed on a public stock exchange as: (A) a Chinese, Iranian, North Korean, or Russian company; or (B) a company of a designated country.		
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
ARPA Terms & Conditions			
ARPA Terms, Conditions, & Records	1. Use of Funds. a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing. 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.	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; Section 602(b),	Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
		603(b) and/or 603(c) as applicable	
ARPA Terms, Conditions, & Records	4. Maintenance of and Access to Records 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. 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. 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.	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	5. Pre-award Costs. Pre-award costs, as defined in 2 CFR § 200.458, may not be paid with funding from this award.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.	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	7. Cost Sharing. Cost sharing or matching funds are not required to be provided by 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	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.	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	9. Compliance with Applicable Law and Regulations. 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. b. Federal regulations applicable to this award include, without limitation, the following: 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 Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award. ii. Universal Identifier and System for Award Management (SAM), 2 CFR Part 25,	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
	pursuant to which the award term set forth in Appendix A to 2 CFR Part 25 is hereby incorporated by reference. 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. 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. 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. vi. Governmentwide Requirements for Drug-Free Workplace, 31 CFR Part 20. (Subrecipient Only) vii. New Restrictions on Lobbying, 31 CFR Part 21. viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations. ix. Generally applicable federal environmental laws and regulations. c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following: i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 CFR Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance; ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability; iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance; iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and 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.		
ARPA Terms, Conditions, & Records	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.	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	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.	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	12. False Statements. Recipient understands that making false statements or claims in	Section 9901 of the American Rescue	Contractor RFP/IFB Contractor RFQ

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
Records	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.	Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	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. c. 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. d. 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; v. An authorized official of the Department of Justice or other law enforcement agency; vi. A court or grand jury; or	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
	vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct. 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.		
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 C – Other Related Information

To be inserted

Exhibit D – Insurance Certificate

To be inserted

Exhibit E – Bid, Performance, and Payment Bonds

To be inserted

Exhibit F – Eligibility Verification (SAM.gov)

Vendor to provide a dated printout of their active status without exclusions from SAM.gov website

Exhibit G – Certificate of Interested Parties (Form 1295)

Form 1295 (Certificate of Interested Parties) must be completed on the Texas Ethics Commission's website as part of this project prior to contract execution. Form 1295 can be accessed here: <https://www.ethics.state.tx.us/filinginfo/1295/> and must be returned with the certification number assigned after completion

**City of La Marque, TX.
1111 Bayou Rd., La Marque, TX. 77568**

**REQUEST FOR PROPOSALS (RFP)
COMPETITIVE PROCUREMENT FOR
AMBULANCE REMOUNT OF A GMC 3500**

This RFP is being supported
by federal award number RCP-056096
allocated to the

City of La Marque

under the

American Rescue Plan Act (ARPA)

Coronavirus State and Local Fiscal Recovery Funds (SLFRF)

by the U.S. Department of the Treasury



Prepared By: Department of Purchasing

Procurement Reference # 2251

American Rescue Plan Act (ARPA) Request for Proposals (RFP)

October 1, 2024

Re: Request for Proposals (RFP) for Ambulance Remount of a GMC 3500, funded with Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Allocated Under the American Rescue Plan Act (ARPA)

Dear Vendor:

The City of La Marque, hereinafter called "Entity", has received an allocation of American Rescue Plan Act (ARPA) funds and is issuing a Request for Proposals (RFP) for a general purchases and supplies contract. The item(s) are being solicited to assist the Entity in completing and implementing programs and/or projects funded with its allocation of ARPA funds.

The Sole Point of Contact for this solicitation may provide information regarding this RFP. Refer to the **Schedule of Events and Selection Summary** in Section 1 of this document for response details.

Respondent is responsible for ensuring that their RFP response is received in a timely manner and that it contains all elements of the RFP, including all required forms and any addendums issued. Respondent should complete the Solicitation Response Cover Sheet/Acknowledgement of Addenda/Submission Checklist contained in Attachment A and all other requirements identified in the RFP. RFP responses received after the deadline will not be opened and, therefore, not evaluated or considered for award, regardless of whether or not the delay was outside the control of the submitting provider. The City of La Marque, TX, reserves the right to negotiate with providers submitting timely responses in accordance with state and federal procurement requirements, to reject any and all bids, and to select multiple respondents if it deems it's in the best interest of the Entity and/or desires to do so.

The Entity is an Affirmative Action/Equal Opportunity Employer. Minority Business Enterprises, Small Business Enterprises, Women Business Enterprises, and Labor Surplus Area firms are encouraged to submit bids.

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REQUEST FOR PROPOSALS – GENERAL INFORMATION

SECTION 1 – SCHEDULE OF EVENTS AND SELECTION SUMMARY

1.1 SCHEDULE OF EVENTS – ALL DATES ARE TENTATIVE

- 1.1.1 The Entity reserves the right to change dates at any time. At the sole discretion of the Entity, events listed in Section 1 are subject to scheduling changes and cancellation. The Entity will make public any changes to the stated schedule.
- 1.1.2 All requests, questions, or other communication about this solicitation shall be made in writing and addressed to the Entity's Sole Point of Contact listed in the **Schedule of Events + Response Requirements** that follow. Only the Sole Point of Contact may be contacted regarding required elements for this RFP.
- 1.1.3 Respondent must review all documents and information in the *Exhibits* section and complete the required documents in the *Attachments* section. The completed Attachments, including the signed Pricing Sheet, must be contained within the Proposal Response and submitted to the Point of Contact listed in the Schedule of Events + Response Requirements that follow.

SCHEDULE OF EVENTS + RESPONSE REQUIREMENTS

SCHEDULE OF EVENTS	
RFP NOTICE DATE:	October 1, 2024
VENDOR QUESTIONS DUE:	October 15, 2024, 5:00 PM CST
QUESTIONS ANSWERED BY:	October 22, 2024, 5:00 PM CST
PRE-PROPOSAL CONFERENCE: The Entity shall reject responses submitted by firms that do not attend the mandatory pre-proposal conference.	October 10, 2024 http://cityoflamarque.org/bidszoom
SITE VISIT: The Entity shall reject responses submitted by firms that do not attend the mandatory site visit.	If needed, will be scheduled.
PROPOSAL DUE DATE:	October 31, 2024, 10:00 AM CST
ESTIMATED AWARD DATE:	November 18, 2024, 6:00 PM CST
RESPONSE REQUIREMENTS	

QUESTIONS & ANSWERS ONLY – SOLE POINT OF CONTACT	
The Entity will allow written questions and requests for clarification of this solicitation. Questions must be submitted by email to the Sole Point of Contact listed below. Respondents’ names will be removed from questions in any responses released.	
SOLE POINT OF CONTACT NAME:	City Clerk
ADDRESS:	1111 Bayou Road La Marque, TX 77568
EMAIL:	bids@cityoflamarque.org
PHONE:	409-938-9259
DELIVERY OF RESPONSE PROPOSAL – POINT OF CONTACT	
For digital delivery, Subject Line should include Respondent’s Name, RFP number, time/due date of RFP and completed response and all attachments uploaded to the following point of contact:	
NAME:	-
TITLE:	City Clerk
DELIVERY POINT:	Bidsubmit.cityoflamarque.org
If mailed or hand-delivered, sealed proposals (an original and 3 copies) should be submitted on the original forms provided. Each response must be sealed and should be placed in a properly identified envelope with Respondent’s Name, RFP number, and time/due date of RFP.	
For mail or hand-delivery, deliver response and all attachments to:	
NAME:	-
TITLE:	City Clerk
ADDRESS:	1111 Bayou Road LaMarque, TX 77568

1.2 SELECTION OF RESPONDENT(S)

- 1.2.1 The Entity intends to select Respondent(s) that best meet the needs of the Entity and that provide the best overall value. The Entity reserves the right to award multiple contracts from the finalist pool of successful Respondent(s). Respondents will be rated and ranked according to the evaluation criteria set forth below. The Entity intends to enter into negotiations with the top-ranked Respondent (i.e., the most highly qualified) and attempt to negotiate a fair and reasonable price; if negotiations fail, the Entity shall formally end negotiations with that respondent and attempt to negotiate with the next most highly qualified provider. The Entity shall proceed in like manner until it has contracted with a sufficient number of providers to respond to the identified scope of work.
- 1.2.2 The Entity reserves the right to check references on any projects performed by the Respondent, whether provided by the Respondent or known by the Entity.
- 1.2.3 The Entity is not required to accept the lowest cost proposal.
- 1.2.4 The Entity may make such investigation as deemed necessary to determine the ability of the Respondent to perform the work, and the Respondent shall furnish to the Entity all such information by the date specified by the Entity.
- 1.2.5 The Entity may conduct such investigations as it deems necessary or appropriate to assist in the evaluation of any RFP response and to establish the responsibility, qualifications, and financial ability of the Respondent, their proposed subcontractors, and other persons or organizations submitted within a Respondent's response to do the work to the Entity's satisfaction within the prescribed time.
- 1.2.6 The Entity reserves the right to conduct interviews of short-listed Respondent(s) prior to making a final selection.
- 1.2.7 The Entity reserves the right to contact references as deemed necessary to complete its analysis.

See SECTION 4 – EVALUATION CRITERIA, for additional information on how Respondents will be evaluated and selected.

SECTION 2 – INTRODUCTION AND GENERAL CONDITIONS

2.1 GENERAL DESCRIPTION OF THE SCOPE OF WORK (SOW) – SEE SECTION 3 AND EXHIBIT A FOR SOW DETAILS

The Entity has received an allocation of American Rescue Plan Act (ARPA) funds and is issuing a Request for Proposals (RFP) for a general purchases and supplies contract. The item(s) are being solicited to assist the Entity in completing and implementing programs and/or projects funded with its allocation of ARPA funds.

This solicitation is to include:

- 2.1.1 **General Description:** The Entity is seeking proposals from qualified vendors for the remounting of one (1) ambulance body onto a new GMC 3500 chassis. The goal is to extend the operational life of the ambulance body while ensuring that the newly remounted ambulance meets all applicable safety, performance, and regulatory standards.
- 2.1.2 The scope of work includes all labor, materials, goods and/or services necessary to provide the purchased items, including any installation specified in **Exhibit A**. The respondent shall submit a written copy of all warranty information prior to final acceptance by Entity.
- 2.1.3 **REFERENCED BRAND EXAMPLE:** Catalogs, brand names or manufacturer's references are descriptive only and indicate type and quality desired. Proposals on brands of like nature and quality will be considered. If proposing other than the referenced brands/model number, Respondent must show manufacturer, brand or trade name, product number and provide complete descriptive information of product offered and include with response. Failure to take exception to specifications or reference data will require Respondent to furnish specified brand names, numbers, etc.

2.2 CONSIDERATION OF AWARD

To be considered for award, Respondents must adhere to the requirements, when applicable to Vendors, as set forth in **Exhibit B**, the ARPA Required Provisions, and provide all other required information and documentation as set forth in this solicitation.

2.3 CONTRACT AWARD

The Entity may award a Firm Fixed Price Contract. A Respondent's proposal must be responsive to this solicitation and include all required documents as instructed in the solicitation and listed in the *Solicitation Response Cover Sheet/Acknowledgement of Addenda/Submission Checklist* (**Attachment A**).

2.4 TERM OF PURCHASE CONTRACT

The Contract or Purchase Order shall be effective upon date of execution (signed by the Entity designee), shall contain terms and conditions for the purchase, including delivery date and delivery location, and shall expire upon delivery and final acceptance by the Entity. A sample contract is available for review at **Appendix I**.

2.5 BID ACCEPTANCE

- 2.5.1 Proposals must be received, time stamped or otherwise acknowledged before the specified hour and date. Late submittals WILL NOT be considered under any circumstances. The Entity will not be held responsible for any solicitation response that is mishandled prior to receipt by the Entity. The Entity will not be responsible for any technical issues that result in late delivery, inappropriately identified documents, or other submission error that may lead to disqualification (including substantive or administrative) or nonreceipt of the Respondent's response.
- 2.5.2 The Entity reserves the right to accept or reject any and all proposals, to accept any proposal deemed advantageous and to waive irregularity in the proposals. By submitting a response, the Respondent acknowledges and will adhere to all specifications as stated within this procurement packet.

- 2.5.3 Proposals CANNOT be altered or amended after the due date. Any alterations made before the due time must be initialed by Respondent or authorized agent. No response may be withdrawn after due date without approval and based on a written acceptable reason.
- 2.5.4 The Entity reserves the right to revise or amend the specifications prior to the due date. Such revisions or amendments, if any, will be announced by amendments or addendums to these specifications. Copies of such amendments or addendums so issued will be posted to the Entity's bidding websites. If Respondent demonstrates just reason for a change, the Entity must have at least five (5) working days' notice prior to submission due date.
- 2.5.5 In the event that Respondent finds discrepancies in or omissions from the specifications or other documents or be in doubt as to their meaning, Respondent should at once notify the Entity Sole Point of Contact and obtain clarification prior to submitting a response.
- 2.5.6 All Respondents must meet or exceed the minimum specifications to be considered a valid response. The Entity reserves the right to accept or reject all or any part of any response, waive minor technicalities and award the contract either to the lowest responsible Respondent or to the Respondent who provides goods or services at the best value for the Entity.
- 2.5.7 The Respondent agrees to protect the Entity from claims involving infringement of patents or copyrights.

PROPRIETARY OR CONFIDENTIAL INFORMATION; TEXAS PUBLIC INFORMATION ACT: Any proprietary, trade secret, or otherwise confidential information Respondent includes in its Proposal must be clearly labeled as proprietary or confidential information, and Respondent must identify the specific exception to disclosure in the Public Information Act (PIA). Merely making a blanket claim that the entire Proposal is protected from disclosure because it contains some proprietary information is not acceptable and shall make the entire Proposal subject to release under the PIA. Any information which is not clearly identified as proprietary or confidential shall be deemed to be subject to disclosure pursuant to the PIA.

Information, documentation, and other material in connection with this Response or any resulting Contract may be subject to public disclosure under the Texas PIA, Chapter 552 of the Texas Gov't Code.

- 2.5.8 There is no guarantee a contract will be awarded. The Entity reserves the right to cancel this RFP at any time.
- 2.5.9 All proposals become public documents and are subject to public review (upon request and as allowed by law). The submission of an RFP response will constitute representation by the Respondent that it understands and has complied with the requirements of the RFP. Submission of a response indicates the RFP information provided was sufficient in scope and detail to convey understanding of anticipated terms and conditions for performance of the work.
- 2.5.10 RFP Respondents assume all costs of preparation of the proposal. RFP responses become the property of the Entity.

2.6 PROHIBITED COMMUNICATION

On issuance of this solicitation, except for the written inquiries described in Section 2.6 above, the Entity, its representative(s), or partners will not answer any questions or otherwise discuss the contents of this solicitation with any potential respondent. This restriction does not preclude discussions between affected parties for the purposes of conducting business unrelated to this solicitation. Failure to comply with these requirements may result in disqualification of respondent's solicitation response.

2.7 TERMINATION CONDITIONS

See Contract at **Appendix I** for Termination Conditions.

2.7.1 FAILURE TO ENTER INTO A CONTRACT

Should the Selected Respondent (“Vendor”), to whom the contract is awarded, fail to enter into a contract within twenty-one (21) business days, the Entity may then, at its option, retain the Vendor’s bid deposit/bond (if required) and accept the bid of the next lowest responsible bidder.

SECTION 3 – SCOPE OF WORK/TECHNICAL SPECIFICATIONS

3.1 MINIMUM REQUIREMENTS

- 3.1.1 The selected Vendor shall have no convictions or civil judgments preceding nor thereafter this solicitation rendered against Respondent for 1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; 2) violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- 3.1.2 The selected Vendor shall not ever have been indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated above.
- 3.1.3 Where applicable, Vendor’s staff must meet and maintain current certifications and or licensure requirements as mandated by state law or the appropriate licensing authority.
- 3.1.4 Vendor must not be debarred at the time of response submission, and prior to award of a contract. The System for Award Management ([SAM.gov](https://sam.gov)) and the [Texas Comptroller’s](#) Debarred Vendor List will be checked to ensure the Vendor is not excluded from contract participation at the federal level. If the Vendor is debarred, the Vendor’s proposal will not be evaluated.

3.2 SCOPE OF SERVICES Construct

- 3.2.1 **The required products or services shall be provided in accordance with attached Exhibits:**

- **Exhibit A:** Project Scope of Work
- **Exhibit B:** ARPA Required Provisions
- **Exhibit C:** Other Relevant Information

- 3.2.2 **Work Orders**

During the term of any contract awarded, the Entity may request the Vendor to perform certain tasks as described in the scope, subject to a specific work order authorization. All work authorizations shall be in writing, signed by all parties, and shall include a scope of services, a list of tasks to be performed, a time schedule, a list of deliverables and such other information or special conditions as may be necessary for the work requested.

- 3.2.3 **Condition of Product:** New Equipment ONLY; NO re-manufactured or “gray market” items. All items must be covered by the manufacturer’s warranty. The unit(s) shall be made ready for continuous operation upon delivery. Respondent is cautioned that any unit delivered to the FOB point that does not meet specifications in every aspect will not be accepted.

- 3.2.4 **All Parts:** All parts not specifically mentioned which are necessary for the unit to be complete and ready for operation or which are normally furnished as standard equipment shall be furnished by the vendor. All parts shall conform in strength, quality, and workmanship to the accepted standards of the industry.
- 3.2.5 **Manuals:** Manuals containing illustrated parts list and operating and service instructions for the units shall be delivered with units. Manuals shall outline all necessary service and operating instructions for the units delivered and provide necessary warning and safety precautions.
- 3.2.6 **Warranty Requirements:** The units shall be warranted against defects in material and workmanship for a standard manufacturer's warranty and shall cover 100% parts and labor for the units. Vendor shall furnish warranty and a list of warrantied repair companies to the Entity at time of delivery. The warranty begins on the date the units are determined to meet specifications and accepted by the Entity.

3.3 DELIVERY AND ACCEPTANCE

- 3.3.1 **Freight Charges:** Shipping shall be Free on Board (FOB) destination; therefore, unit prices must include all shipping, handling, fuel surcharges, and delivery fees.
- 3.3.2 **Delivery Schedule:** Recommended delivery not to exceed 365 calendar days from date of award; delivery terms may be a factor in determining award. Respondent must contact the Entity point of contact to schedule delivery date and time. Respondent shall provide a minimum forty-eight (48) hours' notice prior to delivery.

- 3.4 **DELIVERY CONTACT(S):** Respondent shall contact the Entity for delivery a minimum of one (1) week in advance to coordinate delivery.

Delivery Contact Name:	City Clerk
Phone:	409-938-9259
Email:	Bids@cityoflamarque.org

- 3.5 **REGISTRATION AND TITLING (when applicable):** Permanent registration and titling will be performed by the Entity. **DO NOT REGISTER ITEM.** Respondent shall supply, as applicable, dealer's tag for item for sixty (60) days from date of delivery. The original Certificate of Origin (COO) or Manufacturer's Statement of Origin (MSO) as well as the most current version of TXDMV Form 130U or Application for Texas Title with signature shall be submitted with an invoice to the Entity.
- 3.6 **DELIVERY DELAYS:** If delay is foreseen, Respondent shall give written notice to the Entity and must keep the Entity advised of status of order at all times. Default in promised Delivery Days After Receipt of Order (ARO) without accepted reasons or failure to meet specifications authorizes the Entity to cancel contract/Purchase Order.
- 3.7 **COMPLIANT PRODUCTS:** Delivery does not occur until the Respondent delivers products, materials, or services in full compliance with the specifications to Entity's FOB destination, unless delivery is specifically accepted, in whole or in part, by the Entity. Providing products, materials, or services which do not meet all specification requirements does not constitute delivery. Entity reserves the right

to require new delivery or a refund in the event that materials or products not meeting specifications are discovered after payment has been made. **NO SUBSTITUTIONS PERMITTED WITHOUT WRITTEN APPROVAL OF THE ENTITY.**

3.8 ACCEPTANCE: All equipment ordered will be subject to acceptance inspection and performance testing upon receipt. Acceptance inspection and performance testing will not take more than five (5) working days, weather permitting. Respondent will be notified within this time frame of any units not delivered in full compliance with the purchase order specifications. In the event the goods tested fail to meet or exceed all conditions and requirements of the solicitation and Contract, the goods will be rejected in whole or in part, at the State's Entity's option, and returned to the Vendor or held for disposition at the Vendor's expense. Latent defects may result in cancellation of the Contract at no expense to the Entity.

3.9 RECORD KEEPING

3.9.1 Respondents shall provide, enter, or upload all documentation, communications, and records including all permits, certifications, warranties, and approvals regarding all provided services/products as instructed by the Entity.

3.9.2 Respondents shall maintain records of all events that affect, or may be expected to affect the quality, scope, or progress of the services. All records shall be retained for a period of **five (5) years** following the closeout of the Entity's federal grant.

3.9.3 Insurance

3.9.3.1 If applicable, an original, certified copy of an Insurance Certificate listing the Entity as additional insured, must be submitted with the Respondent's submittal (**see Attachment E for requirements**). The successful Respondent will be required to maintain at all times during performance of the Contract, the insurance detailed below.

3.9.3.2 Workers' Compensation Insurance

3.9.3.3 Employers' Liability Insurance

3.9.3.4 Comprehensive General Liability Insurance

3.9.3.5 Excess Liability Insurance, Comprehensive General Liability Insurance, Comprehensive Automobile Liability Insurance

3.10 TERMS AND CONDITIONS

3.10.1 **Indemnity Clause** – The Respondent agrees to indemnify and save harmless the Entity and its officers, agents, and employees from any and all claims, causes or action, and damages of every kind, for injury to or death of any person and damages, to property arising out of or in connection with the work done by Respondent under this contract, and including acts or omissions of the Entity or its officers, agents, or employees in connection with said contract.

3.10.2 **Equal Opportunity Employer** – The successful Respondent shall warrant and agree that he/she is an Equal Opportunity Employer. Should complaints of any form of discrimination, either in dispensation of the service, or within company hiring policies be substantiated, this contract may be terminated immediately.

3.10.3 **Assignment** – The successful Respondent may not assign, sell, or otherwise transfer this contract without prior written consent of the Entity.

3.10.4 Compliance with Laws – The Respondent 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.

3.10.4.1 Additionally, all applicable local government codes for the State of Texas also apply to this contract. All equipment, supplies and work furnished under this contract shall comply with applicable laws, ordinances, and regulations. Respondent shall obtain and pay for such permits and inspections as are required for the legal performance of this work, unless otherwise specified. Respondent shall comply with all federal and state laws and Entity's ordinances and codes applicable to the Respondent's operation under this contract. These specifications and the contract resulting here shall be fully governed by the laws of the State of Texas and shall be fully performable in Galveston County, Texas, where venue for any proceeding arising hereunder will lie.

3.10.5 Silence of Specifications – The apparent silence of specifications as to any detail, or the apparent omission from it or a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality shall be used. All interpretations of specifications shall be made on the basis of this statement. The Respondent should request clarification from the Entity as specified in this document.

SECTION 4 – EVALUATION CRITERIA

4.1 RESPONSIVENESS OF QUALIFICATIONS SUBMISSION:

Pass/Fail

Qualifications submission shall be responsive to all material requirements that shall enable the evaluation committee to evaluate responses in accordance with the evaluation criteria to make a recommendation to Officials of the Entity.

4.2 FINANCIAL STABILITY OF RESPONDENT:

Pass/Fail

Financial stability of the Respondent to successfully undertake the project and the ability to ensure performance over the duration of the contract.

4.3 TECHNICAL REQUIREMENTS:

100 Points Total

Extent to which the provided service or products meets the needs of the Entity, including, but not limited to, the criteria in the evaluation matrix and in the submission requirements section and as expressed in this document.

4.4 EVALUATION CRITERIA:

Solicitation responses shall be evaluated in accordance with Part 200 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements. The Entity will make the selection on the basis of demonstrated competence and qualifications; and to a Respondent that provides a fair and reasonable price.

The Entity evaluates the responses, prepares a Bid Tabulation sheet, determines the award on the basis of fair and reasonable pricing considered to be the Best Value to the Entity.

Only responses submitted in compliance with the **Schedule of Events + Response Requirements** section and meeting qualifications will be considered. Failure to submit the required information may be cause for rejection of the bid response. The Entity reserves the right to waive informalities and minor irregularities in bids received.

Initial Compliance Screening

The Entity will perform an initial screening of all solicitation responses received. Unsigned solicitation responses, and solicitation responses that do not meet the minimum qualifications above and/or do not include all required forms and information may be subject to rejection without further evaluation.

Additional Evaluation Criteria

All solicitations will be evaluated based on Responsiveness and Price. Responsiveness means adhering to the Terms and Conditions and specifications of the supplies requested.

Evaluation Process: *The Entity's Evaluator(s) completes an evaluation of the submitted proposal using the criteria described below. **The proposal submitted must be a firm-fixed price.***

EVALUATION CRITERIA

EVALUATION CRITERIA	SCORE
Responsiveness of Proposal	Pass/Fail
Financial Stability	Pass/Fail
Understanding of Work; Experience and Qualifications	20
Capacity to Perform, Delivery/Service Schedule, and References	20
Pricing	60
TOTAL SCORE	100

SECTION 5 – RESPONSE SUBMISSION REQUIREMENTS

This section details the requirements for submitting all required information. Respondents are advised to see **Schedule of Events + Response Requirements** on Page 4 of this document, and to carefully review all the requirements and submit all documents and information as indicated in this RFP. Additional information may be requested for clarification. Incomplete responses may lead to a submission being deemed nonresponsive and will not be considered.

To ensure some degree of uniformity in the submission, please follow the outline listed below.

5.1 STATEMENT OF INTEREST

The statement of interest should be limited to a maximum of two (2) pages and must include a brief introduction of the company, a statement of the Respondent's understanding of the work to be performed and that the company meets and will comply with the requirements set forth in this document.

5.2 EXPERIENCE AND RELEVANT QUALIFICATIONS

Respondent shall demonstrate related professional qualifications, experience, and knowledge similar to this scope of work. Response should include information similar in scope and size to the scope of work in this RFP. Limit to four (4) pages. Minimum submission shall address the following:

- 5.2.1 **Experience** – Respondents shall provide a concise narrative description of their firm's experience in services similar in size and scope to the requested scope of services. Describe any work performed in or for the Entity. Respondents shall provide descriptions of at least three (3) projects of similar size and scope to this Program. Projects should include project location, duration and project description and scope of work the Respondent performed.
- 5.2.2 **Relevant Qualifications** – Respondents must provide a brief summary to include total number and types of employees, skills, knowledge and abilities, company background history, and number of years in providing similar services as outlined in this document.

5.3 CAPACITY TO PERFORM

Respondent should state its firm commitment to provide goods or services within the prescribed delivery date and time.

- 5.3.1 **Work Capacity:** Respondent shall provide information to demonstrate capacity to perform requested work. Respondents shall provide a detailed typical schedule to show sequence of key work activities and the number of days to complete each task.
- 5.3.4 If applicable, **Bonding Capacity:** Respondent(s) shall provide proof of bonding capacity in a statement addressed to the Entity from a certified bonding company authorized to do business in the State of Texas. The letter must clearly state the amount of Firm's bonding capacity to be reserved for the Entity's projects. Firm shall carry a minimum bonding capacity of the project value upon execution of the Contract. The bond(s) must be made payable to the Entity. In your response, please provide a statement regarding your ability to provide proof of bonding as directed in the Exhibits that follow.

5.4 FINANCIAL STABILITY

Respondent shall provide a statement that includes the following:

- 5.4.1 A full disclosure of any events, liabilities, or contingent liabilities that could affect Respondent's financial ability to perform this contract; and
- 5.4.2 Other financial information sufficient for the Entity, in its sole judgement, to determine if Respondent is financially solvent or adequately capitalized.

5.5 LEGAL ACTIONS

Provide a list of all pending litigation and include a brief description of the reason for legal action (if applicable).

5.6 PRICING

- 5.6.1 Respondents shall complete and submit the Pricing Sheet (see **Attachment B**).
- 5.6.2 Prices for all goods and/or services shall be all-inclusive. Pricing offered shall be valid for ninety (90) days from response due date.
- 5.6.3 The Entity is exempt from taxes. DO NOT INCLUDE TAX IN YOUR PRICING SUBMITTAL.
- 5.6.4 Estimated Quantities – Quantities indicated are estimated based upon the best available information. The Entity reserves the right to increase or decrease the quantities by any amount deemed necessary to meet its needs without any adjustments in the bid price.

LIST OF EXHIBITS

EXHIBIT A PROJECT SCOPE OF WORK

EXHIBIT B REQUIRED CONTRACT PROVISIONS

EXHIBIT C OTHER RELEVANT INFORMATION/SPECIAL
CONDITIONS

EXHIBIT A – PROJECT SCOPE OF WORK

Scope of Work

The selected Vendor shall provide all necessary labor, materials, equipment, and services required to remount the ambulance body onto a GMC 3500 chassis. This includes but is not limited to the following tasks:

1. Removal of the Existing Chassis:

- Safely remove the existing ambulance body from its current chassis.
- Inspect the ambulance body for any damage or wear that may need to be addressed prior to remounting.

2. Preparation and Installation on New Chassis:

- Prepare the GMC 3500 chassis to accommodate the ambulance body.
- Mount the ambulance body onto the new GMC 3500 chassis, ensuring secure attachment and alignment.
- Reconnect all electrical, mechanical, and hydraulic systems as needed.

3. Mechanical and Electrical Upgrades:

- Inspect and upgrade the electrical system, lighting, and emergency equipment to current standards.
- Replace or repair all worn or outdated components, including wiring, switches, and emergency lighting.
- Install a new HVAC system or refurbish the existing one to ensure proper operation.

4. Painting and Decals:

- Repaint the ambulance body as needed to match the Entity's specifications.
- Apply new decals and graphics design specifications provided by the Entity.

5. Safety Compliance and Testing:

- Ensure the remounted ambulance complies with all applicable standards, including but not limited to KKK-A-1822F, NFPA 1917, and other relevant federal, state, and local regulations.
- Conduct a comprehensive inspection and testing process to certify that the ambulance is fully operational and meets safety standards.

6. Generator Installation:

Supply and Install a New Generator: Provide and install a generator of appropriate size and capacity to meet the electrical needs of the ambulance, ensuring compatibility with the remounted ambulance's systems. The generator must meet industry standards for emergency vehicles and be capable of powering onboard equipment such as medical devices, HVAC systems, lighting, and other critical systems.

- **Generator Specifications:** The generator should be of a well-known brand with a proven track record for reliability in emergency vehicles. Minimum requirements:
 - **Power Output:** At a minimum of 5.5 kW. Single phase 120 volt or better. To handle the ambulance's electrical load.
 - **Fuel Type:** Gas, to match the fuel type of the GMC 3500 chassis.
 - **Noise Level:** Low-noise operation to minimize interference during operations.
 - **Warranty:** Minimum [2] years warranty on parts and labor for the generator.
- **Electrical Integration:** Properly integrate the generator with the ambulance's electrical system, ensuring seamless power transition during operation. Ensure the generator has a manual/automatic transfer switch to maintain continuous power in case of primary power failure.
- **Testing and Certification:** Test the generator under load conditions to ensure full operational capability. Provide certifications that the generator and installation meet all relevant safety and performance standards.

7. Documentation and Training:

- Provide all necessary documentation, including but not limited to warranties, manuals, and compliance certificates.
- Conduct training for the Entity's staff on any new features or operational changes resulting from the remount.

8. Deliverables

- The Vendor shall provide the following deliverables as part of the project:
- **Detailed Work Plan:** Including but not limited to timelines, key milestones, and a project management plan.
- **Inspection Reports:** Before and after inspection reports of the ambulance body and new chassis.
- **Compliance Certifications:** All relevant certifications that the remounted ambulance complies with applicable standards.
- **Final Acceptance Testing Report:** Documentation of all testing performed and results.
- **Warranty Information:** Warranty details for the chassis, remounted ambulance

body, and all installed components.

EXHIBIT B – 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
	2 CFR 200 Appendix II (A-L)		
>\$250,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908 , must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.	2 CFR 200 APPENDIX II (A)	Contractor RFP/IFB Contractor RFQ Subrecipients
>\$10,000	All contracts in excess of \$10,000 must address termination for cause and for convenience by the Non-Federal entity including the manner by which it will be affected and the basis for settlement.	2 CFR 200 APPENDIX II (B)	Contractor RFP/IFB Contractor RFQ Subrecipients
None	Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." 41 CFR 60-1.4 Equal opportunity clause. (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: 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: During the performance of this contract, the contractor agrees as follows: (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in	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
	conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin. (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information. (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. (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. (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. (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. (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: 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. The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.		

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	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. 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.		
>\$10,000,000 for ARPA but State Provision Applies at any amount and/or >\$2,000 for CDBG/Braided Funds Projects See TX Prevailing Wage Laws	Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$10,000,00 awarded by Non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The Non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The Non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Non-Federal entity must report all suspected or reported violations to the Federal awarding agency.	2 CFR 200 APPENDIX II (D)	Contractor RFP/IFB Subrecipients
>\$100,000	Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the Non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings	2 CFR 200 APPENDIX II (E)	Contractor RFP/IFB Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	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

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	See 2 CFR §200.323 - Procurement of Recovered Materials. 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. 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. 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— 1. Competitively within a timeframe providing for compliance with the contract performance schedule; 2. Meeting contract performance requirements; or 3. At a reasonable price. ii. Information about this requirement, along with the list of EPA-designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program. iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the “Solid Waste Disposal Act.”	2 CFR 200 APPENDIX II (J)	Contractor RFP/IFB Contractor RFQ Subrecipients
	See 2 CFR §200.216 - Prohibition on certain telecommunications and video surveillance services or equipment (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (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). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (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	2 CFR 200 APPENDIX II (K)	Contractor RFP/IFB Contractor RFQ Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	owned or controlled by, or otherwise connected to, the government of a covered foreign country. (b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. (c) See Public Law 115-232, section 889 for additional information. (d) See also § 200.471.		
	See 2 CFR §200.322 - Domestic Preferences for Procurements. (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. (b) For purposes of this section: (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. (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.	2 CFR 200 APPENDIX II (L)	Contractor RFP/IFB Contractor RFQ Subrecipients
	Additional 2 CFR 200 references & Other Regulations		
None	The Federal awarding agency must establish conflict of interest policies for Federal awards. The Non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.	2 CFR 200.112	Contractor RFP/IFB Contractor RFQ Subrecipients
None	Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms. (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. (b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's	2 CFR 200.321	Contractor RFP/IFB Contractor RFQ Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.		
>\$10,000	An NFE (Non-Federal Entity) that is a state agency or an agency of a political subdivision of a state, and the NFE's contractors must comply with Section 6002 of the Solid Waste Disposal Act. Applicable NFEs must include a contract provision requiring compliance with this requirement. This includes contracts awarded by a state agency or political subdivision of a state and its contractors for certain items, as designated by the EPA, with a purchase price greater than \$10,000. Indian Tribal Governments and nonprofit organizations are not required to comply with this provision. Additional requirements are listed below.	2 CFR 200.323	Contractor RFP/IFB Contractor RFQ Subrecipients
None	Financial records, supporting documents, statistical records, and all other Non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon Non-Federal entities. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations. The only exceptions are the following: (a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations. (b) When the Non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period. (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition. All records related to ARPA shall be maintained for 5 years per the ARPA terms and conditions and regulations. (d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the Non-Federal entity All records related to ARPA shall be maintained for 5 years per the ARPA terms and conditions and regulations. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations. (e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the Non-Federal entity's fiscal year in which the program income is earned. (f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates). (1) <i>If submitted for negotiation.</i> If the proposal, plan, or other computation is	2 CFR 200.334	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations. (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. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations.		
None	The Federal awarding agency and the Non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the Non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not 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.	2 CFR 200.336	Contractor RFP/IFB Contractor RFQ Subrecipients
None	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.	Texas Government Code 2252.152	Contractor RFP/IFB Contractor RFQ Subrecipients
>\$100,000	PROVISION REQUIRED IN CONTRACT. (a) This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.	Texas Government Code 2271	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
For Critical Infrastructure Projects	PROHIBITION ON CONTRACTS WITH CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE. PROHIBITED CONTRACTS. (a) A governmental entity may not enter into a contract or other agreement relating to critical infrastructure in this state with a company: (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	Texas Government Code, Title 10, Subtitle F, Chapter 2274.0102	Subrecipients EC 6.1 Awardees

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	warranty and support purposes; and (2) if the governmental entity knows that the company is: (A) owned by or the majority of stock or other ownership interest of the company is held or controlled by: (i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; or (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 (B) headquartered in China, Iran, North Korea, Russia, or a designated country. (b) The prohibition described by Subsection (a) applies regardless of whether: (1) the company's or its parent company's securities are publicly traded; or (2) the company or its parent company is listed on a public stock exchange as: (A) a Chinese, Iranian, North Korean, or Russian company; or (B) a company of a designated country.		
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
ARPA Terms & Conditions			
ARPA Terms, Conditions, & Records	1. Use of Funds. a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing. 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.	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; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
ARPA Terms, Conditions, & Records	4. Maintenance of and Access to Records 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. 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. 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.	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	5. Pre-award Costs. Pre-award costs, as defined in 2 CFR § 200.458, may not be paid with funding from this award.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.	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	7. Cost Sharing. Cost sharing or matching funds are not required to be provided by 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	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.	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	9. Compliance with Applicable Law and Regulations. 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. b. Federal regulations applicable to this award include, without limitation, the following: 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 Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award. ii. Universal Identifier and System for Award Management (SAM), 2 CFR Part 25, pursuant to which the award term set forth in Appendix A to 2 CFR Part 25 is	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
	hereby incorporated by reference. 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. 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. 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. vi. Governmentwide Requirements for Drug-Free Workplace, 31 CFR Part 20. vii. New Restrictions on Lobbying, 31 CFR Part 21. viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations. ix. Generally applicable federal environmental laws and regulations. c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following: i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 CFR Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance; ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability; iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance; iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and 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.		
ARPA Terms, Conditions, & Records	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.	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	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.	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	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	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2;	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	contracts, and/or any other remedy available by law.	Section 602(b), 603(b) and/or 603(c) as applicable	
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; v. An authorized official of the Department of Justice or other law enforcement agency; vi. A court or grand jury; or vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.	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
	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.		
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 C – OTHER RELEVANT INFORMATION/SPECIAL CONDITIONS

1. Regulatory Compliance Requirements

- All work and equipment provided under this contract must comply with the latest applicable standards, including:
 - **Federal Specifications for Ambulances (KKK-A-1822F or equivalent):** Ensuring the ambulance meets federal standards for safety, design, and equipment.
 - **National Fire Protection Association (NFPA) 1917 Standard:** Compliance with the latest edition for Automotive Ambulances.
 - **State and Local Regulations:** Compliance with all applicable state and local requirements, including registration, safety inspections, and environmental regulations.

2. Insurance and Liability

- The Vendor must provide proof of insurance coverage that meets or exceeds the Entity's requirements, including:
 - **Comprehensive General Liability Insurance**
 - **Workers' Compensation Insurance**
 - **Automobile Liability Insurance** for any vehicles used during the project.
- The Entity must be named as an additional insurer on the Vendor's policies. The Vendor must submit a Certificate of Insurance with their proposal (see **Attachment E**).

3. Delivery and Acceptance Conditions

- **Delivery Terms:** Delivery of the remounted ambulance must be FOB Destination to the specified location 5715 Texas Ave., La Marque, TX., 77568. The quoted price must include all shipping, handling, and delivery charges.
- **Inspection and Acceptance:** All equipment will be subject to inspection and testing upon delivery. The Entity reserves the right to reject any items that do not meet the specifications or are deemed defective.
- **Delivery Delays:** Vendors must notify the Entity in writing of any anticipated delivery delays. Failure to meet the agreed delivery schedule without an acceptable reason may result in contract termination and forfeiture of the performance bond.

5. Training and Documentation

- **Training:** The Vendor shall provide comprehensive training to the Entity's personnel on the operation and maintenance of the remounted ambulance, including any new systems installed. Training must be conducted at the delivery location or another agreed-upon site.
- **Documentation:** Provide all relevant manuals, service guides, warranty information, and compliance certifications with the delivered ambulance.

6. Warranty Specifications

The warranty period for an ambulance remount on a GMC 3500 chassis should be comprehensive to cover both the new chassis and the remounted ambulance body, along with all associated components and labor. Here are some recommendations for the warranty periods:

Recommended Warranty Periods

1. Chassis Warranty:

- **Duration:** 3 to 5 years or 36,000 to 60,000 miles, whichever comes first.
- **Coverage:** The warranty should cover all defects in materials and workmanship for the new GMC 3500 chassis. This typically includes the engine, transmission, drivetrain, and other core mechanical and electrical components.

2. Remounted Ambulance Body Warranty:

- **Duration:** 3 years or 36,000 miles, whichever comes first.
- **Coverage:** This warranty should cover the ambulance body, including any structural work, body paint, and installation performed during the remounting process. It should also include repairs to defects in materials or workmanship specific to the ambulance body.

3. Parts and Labor Warranty:

- **Duration:** 1 to 2 years for all parts and labor.
- **Coverage:** This warranty should cover any new or replacement parts installed during the remount process and any labor associated with repairs or maintenance required due to defects in materials or workmanship.

4. Electrical System and Component Warranty:

- **Duration:** 2 years or 24,000 miles, whichever comes first.
- **Coverage:** The warranty should cover electrical systems, emergency lighting, sirens, HVAC systems, and any custom installations or upgrades performed during the remount.

5. Battery and Power Supply Warranty:

- **Duration:** 1 to 2 years depending on the manufacturer's specifications.
- **Coverage:** Should include coverage for the batteries (if replaced or upgraded) and power supply systems, such as inverters and chargers.

6. Paint and Corrosion Warranty:

- **Duration:** 3 to 5 years.
- **Coverage:** Coverage for defects in paint application, premature corrosion, or rust due to faulty workmanship or materials used during the remount.

7. Additional Optional Warranties:

- **Extended Warranty Options:** Offer options for extended warranties that could cover additional years or mileage for both the chassis and ambulance body. These could be provided at an extra cost and should be clearly outlined in the RFP.

7. Subcontracting

- **Subcontractor Approval:** The Entity must disclose and approve the use of subcontractors. Subcontractors must meet the same qualifications and requirements as the primary Vendor.
- **Responsibility:** The Vendor remains fully responsible for all subcontract work.

8. Dispute Resolution

- Any disputes arising under this contract shall be resolved through mediation or arbitration as agreed upon by both parties. In a legal dispute, the venue shall be the State of Texas, Galveston County.

9. Confidentiality and Security

- The Vendor shall maintain confidentiality of all information obtained during the performance of the contract and comply with all applicable privacy and data protection regulations.

10. Permits and Licenses

- The Vendor is responsible for obtaining all necessary permits and licenses to complete the work under this contract.

11. Change Orders

- Any changes to the scope of work, specifications, or terms and conditions must be authorized in writing by the Entity through a formal change order process.

12. Termination Conditions

- The Entity reserves the right to terminate the contract for convenience or cause with written notice. Terms for termination, including any penalties or fees, are outlined in the sample contract (see **Appendix I**).

13. Environmental and Sustainability Requirements

- Vendors must adhere to applicable environmental laws and policies, including those related to hazardous materials, recycling, and sustainability practices. The use of environmentally friendly products and practices is encouraged.

14. Equal Opportunity and Non-Discrimination

- The Vendor must comply with all applicable federal, state, and local non-discrimination laws and regulations, including those pertaining to employment practices and service delivery.

ATTACHMENTS

THE FOLLOWING DOCUMENTS MUST BE COMPLETED AND INCLUDED IN THE RESPONSE PACKAGE:

1. ATTACHMENT A SIGNED SOLICITATION RESPONSE COVER SHEET/ACKNOWLEDGEMENT OF ADDENDA/SUBMISSION CHECKLIST
2. ATTACHMENT B PRICING SHEET
3. ATTACHMENT C SYSTEM FOR AWARD MANAGEMENT (SAM.GOV) RECORD SEARCH
4. ATTACHMENT D CUSTOMER/CLIENT REFERENCES
5. ATTACHMENT E CERTIFICATE OF INSURANCE (IF APPLICABLE)
6. ATTACHMENT F ETHICS AND CONFLICT OF INTEREST ACKNOWLEDGEMENT
7. ATTACHMENT G STATEMENT OF CONFLICT OF INTEREST (IF ANY)
8. ATTACHMENT H CONFLICT OF INTEREST QUESTIONNAIRE (FORM CIQ)
9. ATTACHMENT I DISCLOSURE OF LOBBYING ACTIVITIES SF-LLL CERTIFICATION
10. ATTACHMENT J TEXAS ETHICS COMMISSION CERTIFICATE OF INTERESTED PARTIES (FORM 1295)
11. ATTACHMENT K BIDDER'S CERTIFICATION
12. ATTACHMENT L NON-COLLUSION AFFIDAVIT

ATTACHMENT A:

SOLICITATION RESPONSE COVER SHEET/ACKNOWLEDGMENT OF ADDENDA/SUBMISSION CHECKLIST

Title of Solicitation:	
Name of Respondent:	
Company:	
Mailing Address:	
City, State, Zip:	
Phone Number:	
Company Contact Email Address:	
Texas Vendor ID Number:	
EIN/Federal Tax Identification Number:	

ACKNOWLEDGEMENT OF ADDENDA

ADDENDUM NO.	DATE ISSUED

☐ Please check this box if no addenda were issued.

ATTACHMENT A (CONTINUED)

SOLICITATION RESPONSE COVER SHEET/ACKNOWLEDGMENT OF ADDENDA/ SUBMISSION CHECKLIST

This checklist is provided for the Respondent's use in assuring compliance with required documentation; however, it does not include all specification requirements and does not relieve the Respondent of the need to read and comply with the specifications. Your submittal of the documents attests to the fact that you have read and/or included the documents with your response.

SUBMISSION CHECKLIST

CHECK FOR COMPLETION	DOCUMENTS REQUIRED FOR SUBMISSION
☐	A. Solicitation Response Cover Sheet/Acknowledgement of Addenda/Submission Checklist
☐	B. Pricing Sheet
☐	C. System for Award Management (SAM.gov) Record Search
☐	D. Customer/Client References
☐	E. Certificate of Insurance (if applicable)
☐	F. Ethics and Conflict of Interest Acknowledgement
☐	G. Statement of Conflicts of Interest (if any)
☐	H. Conflict of Interest Questionnaire (Form CIQ)
☐	Please check this box if the Respondent does not identify a conflict of interest and therefore, will not be submitting the Conflict of Interest Questionnaire Form CIQ.
☐	I. Disclosure of Lobbying Activities SF-LLL Certification (Required for all proposals exceeding \$100,000)
☐	Please check this box if the proposal does not exceed \$100,000.
N/A	J. Texas Ethics Commission Certificate of Interested Parties (Form 1295) (This is a sample and is only required to be completed by the Respondent selected for award.)
☐	K. Bidder's Certification
☐	L. Non-Collusion Affidavit
☐	
☐	

The Respondent's authorized agent must sign this document to acknowledge having read this solicitation carefully and completely, including the list of addenda, and that the information submitted is true and correct.

AUTHORIZED AGENT NAME:	
AUTHORIZED SIGNATURE:	
TITLE OF AUTHORIZED AGENT:	
DATE OF SIGNATURE:	

ATTACHMENT B: PRICING SHEET

Respondent shall complete and submit the following pricing sheet with the proposal response package. The Entity reserves the right to make an award on the basis of best value in the interest of the Entity. ALL PRICING MUST BE FIRM FIXED PRICING.

ITEM	DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENSION
1	Entity should enter the description and quantity of the services/products as contained in the Scope of Work in Exhibit A			\$	\$
2				\$	\$
3				\$	\$
4				\$	\$
5				\$	\$
TOTAL FIRM FIXED PRICE					\$
6	DELIVERY – Number of calendar days for delivery after receipt of the order:			XX Calendar Days	
Name of Firm:					
RFP #:					
RFP Name:					

AUTHORIZED AGENT – SIGNATURE AND CONTACT INFORMATION

The Respondent's authorized agent must sign this document to acknowledge they read this solicitation carefully and completely, and the information submitted is true and correct.

SIGNATURE OF AUTHORIZED AGENT:	
PRINTED NAME OF AUTHORIZED AGENT:	
TITLE OF AUTHORIZED AGENT:	
DATE OF SIGNATURE:	

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

This project is funded by Coronavirus State and Local Fiscal Recovery Funds which requires all contractors and vendors to be in good standing according to SAM.gov and the Texas State Comptroller's office.

Verification of SAM.gov Status

1. Respondent must not be suspended or debarred at the time of the proposal submittal. The proposal response package must include a completed Non-Debarment Certification Form located **on the next page** herein.
2. All Respondents must be pre-vetted for eligibility to perform the outlined ARPA-funded scope of work. A printed screenshot from the SAM.gov website verifies whether the Vendor is excluded from contract participation at the federal level.

Contract Award

The ARPA Award Recipient must verify the SAM.gov status of the Respondent(s) selected for contract award prior to execution of the contract as stated in the Non-Debarment Certification Form. The final verification of the Respondent's SAM.gov status is completed prior to contract award, and in addition to the initial verification documentation provided with the proposal response submittal.

NON-DEBARMENT CERTIFICATION FORM

COMPANY/ENTITY LEGAL NAME:

STREET ADDRESS:

CITY:

STATE:

ZIP:

CONTACT NAME:

CONTACT EMAIL:

CONTACT PHONE:

***UEI #**

****TIN #**

*Subrecipients are required to have a Unique Entity Identifier (UEI) Number prior to an award. 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. **Beneficiary Entities are required to have UEI and/or TIN.

APPLICABLE REGULATIONS: As stated in the ARPA/SLFRF Terms & Conditions: *“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.”*

Also, Federal Executive Order (E.O.) 12549: “Debarment” 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: www.sam.gov

Be advised that we may pursue available remedies per 2 CFR 180.360 as an ARPA recipient entity: *“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.”*

[INITIAL]

CERTIFICATION & SIGNATURE

We hereby certify that we are not excluded, disqualified, or debarred from receiving federally funded awards.

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 this agreement’s termination and/or the repayment of funds.

Your signature certifies that the information provided on this form is correct and 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.

SIGNATURE

PRINTED NAME & TITLE

DATE

FOR DEPARTMENT USE ONLY

SAM Debarment/Certification Record of Clearance

Yes [] No []

Note:

State of Texas Debarred Vendor List Cleared

Yes [] No []

Note:

Verified By:

Yes [] No []

Date:

ATTACHMENT D: CUSTOMER/CLIENT REFERENCES

Respondents shall use Attachment D to describe a minimum of three (3) and maximum of five (5) references for jobs, and corresponding references, completed within last five (5) years.

Respondent's Name: _____

The references shall illustrate recent experience successfully completing work of a similar nature and scope as the work described in this RFP. This form may be modified as needed to comply with the requirement to document company information. ***Failure to return this attachment (or a reasonable facsimile) may result in the proposal being considered non-responsive. Failure to provide references may result in the proposal being considered non-responsive.***

REFERENCE 1:

Company Name:	
Company Address:	
Contact Name/Title/Phone:	
Contact Email:	
Contract Award Date:	
Contract Completion Date:	
Contract Project Name:	
Brief Description of Services:	

REFERENCE 2:

Company Name:	
Company Address:	
Contact Name/Title/Phone:	
Contact Email:	
Contract Award Date:	
Contract Completion Date:	
Contract Project Name:	
Brief Description of Services:	

REFERENCE 3:

Company Name:	
Company Address:	
Contact Name/Title/Phone:	
Contact Email:	
Contract Award Date:	
Contract Completion Date:	
Contract Project Name:	
Brief Description of Services:	

REFERENCE 4:

Company Name:	
Company Address:	
Contact Name/Title/Phone:	
Contact Email:	
Contract Award Date:	
Contract Completion Date:	
Contract Project Name:	
Brief Description of Services:	

REFERENCE 5:

Company Name:	
Company Address:	
Contact Name/Title/Phone:	
Contact Email:	
Contract Award Date:	
Contract Completion Date:	
Contract Project Name:	
Brief Description of Services:	

ATTACHMENT E: CERTIFICATE OF INSURANCE
(PROPOSAL RESPONDER SUPPLIES INSURANCE WITH THE PROPOSAL PACKAGE)

INSURANCE REQUIREMENTS

If requested, the Respondent shall supply an original, certified copy of an insurance certificate listing **the Entity** as additional insured. The successful Respondent will be required to maintain, at all times during performance of the contract, the insurance detailed below. Failure to provide this insurance certificate within the specified amount of time may result in disqualification of bid.

- a. Workers' Compensation Insurance as required by laws and regulations applicable to and covering employees of Contract engaged in the performance of the work under this agreement with a limit of not less than \$1,000,000.00.
- b. Employers' Liability Insurance protecting Responder against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master-servant relationship with a limit of not less than \$1,000,000.00.
- c. Comprehensive General Liability Insurance including products/completed operation with limits of liability of not less than: Bodily Injury \$1,000,000.00 per each person, \$2,000,000.00 per each occurrence/aggregate; Property Damage \$1,000,000.00 per each occurrence;
- d. Excess Liability Insurance Comprehensive General Liability, Comprehensive Automobile Liability and coverages afforded by the policies above, with the minimum limits of \$1,000,000.00 excess of specified limits.

ATTACHMENT F: ETHICS AND CONFLICT OF INTEREST ACKNOWLEDGEMENT

Public servants are expected to conduct themselves impartially and in a manner that inspires public confidence, while ensuring that responsible contractors have fair and equal access to governmental procurement.

The City of La Marque is committed to the protection of government integrity while also facilitating the recruitment and retention of the skilled personnel necessary to support its operations. To achieve this objective, the City of La Marque has established standards of ethical conduct and conflict of interest policies and expects all vendors, contractors, and subrecipients to adhere to the same core principles as described below.

To achieve these standards, it is essential that those doing business with the City of La Marque also observe the ethical standards prescribed here.

I acknowledge that it is a breach of ethics to attempt to influence any public employee, elected official, or department head to violate the standards of ethical conduct set forth in this code.

I further acknowledge that it is a breach of ethics for any employee of the City of La Marque or a vendor doing business with the City of La Marque to participate directly or indirectly in a procurement when the employee or vendor knows that:

- A. The employee or any member of the employee's immediate family or household has a substantial financial interest in a company responding to a City of La Marque procurement.
- B. A business or organization in which the employee or any member of the employee's immediate family has a financial interest pertaining to the procurement.

I understand that it is a breach of ethics to offer, give, or agree to give any employee the City of La Marque of , or for any employee to solicit, demand, accept, or agree to accept from a vendor, a gratuity of consequence or any offer of employment in connection with any decision, approval, disapproval, recommendation, preparation, or any part of a program requirement or purchase request influencing the content of specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or controversy, any particular matter pertaining to any program requirement, contract or subcontract, or to any solicitation or proposal, therefore, pending before the City of La Marque.

I acknowledge that it is a breach of ethics for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the City of La Marque as an inducement for the award of a contract or order.

I certify that I have read and understand the ethical standards set forth by the City of La Marque and agree to comply with them in all business dealings with the City of La Marque.

SIGNATURE, VENDOR AUTHORIZED REPRESENTATIVE

COMPANY

PRINTED NAME, TITLE

DATE

ATTACHMENT G: STATEMENT OF CONFLICTS OF INTEREST (IF ANY)

The Respondent vendor must describe any conflicts of interest regarding the goods and or services associated with this solicitation.

The Respondent shall complete and submit Form CIQ (Attachment I) if the service provider or key employees have conflicts regarding these services.

The conflict of interest statement is required if the service provider or key employees have conflicts regarding the services and a plan for mitigating the conflict(s).

The Entity may in its sole discretion determine whether a conflict disqualifies a firm, and/or whether a conflict mitigation plan is acceptable.

If the Respondent does not identify a conflict, then they should enter no conflict identified on the Submission Checklist (Attachment A).

ATTACHMENT H: CONFLICT OF INTEREST QUESTIONNAIRE (FORM CIQ)

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.	OFFICE USE ONLY 	
1 Name of vendor who has a business relationship with local governmental entity. 		
2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
3 Name of local government officer about whom the information is being disclosed. Name of Officer		
4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary. A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor? ☐ Yes ☐ No B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity? ☐ Yes ☐ No		
5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more. 		
6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).		
7 Signature of vendor doing business with the governmental entity Date		

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

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

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

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

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

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

- (2) the vendor:

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

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

or

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

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

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

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

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

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

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

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

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

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

- (1) the date that the vendor:

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

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

- (2) the date the vendor becomes aware:

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

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

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

ATTACHMENT I: DISCLOSURE OF LOBBYING ACTIVITIES
SF-LLL 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 of Lobbying Activities," in accordance with its instructions.
- (c) The undersigned shall require that the language in paragraphs (a) and (b) 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, _____ (insert business name), 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	
NAME OF AUTHORIZED AGENT	
TITLE OF AUTHORIZED AGENT	
DATE	

DISCLOSURE OF LOBBYING ACTIVITIES – INSTRUCTIONS

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

1. Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. Status of Federal Action: ☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award	3. Report Type: ☐ a. initial filing ☐ b. material change
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, if known: Name: Street Address: City, State, Zip: Congressional District, if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Name: Street Address: City, State, Zip: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10a. Name and Address of Lobbying Registrant Name (First, MI, Last): Street Address: City, State, Zip:	10b. Individuals Performing Services <i>(including address if different from No. 10a)</i> Name (First, MI, Last): Street Address: City, State, Zip:	
11. Information requested through this form is authorized by Title 31 U.S.C., Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. Signature: _____ Name: _____ Title: _____ Telephone: _____ Date: _____		
Federal Use Only		Authorized for Local Reproduction Standard Form – LLL (Rev. 7-97)

ATTACHMENT J: TEXAS ETHICS COMMISSION CERTIFICATE OF INTERESTED PARTIES (FORM 1295)

(TO BE COMPLETED BY THE AWARDED VENDOR PRIOR TO CONTRACT EXECUTION)

CERTIFICATE OF INTERESTED PARTIES		FORM 1295																																							
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE USE ONLY																																							
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.		Must file online at www.ethics.state.tx.us/File																																							
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.																																									
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.																																									
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2" style="width: 35%; text-align: left; padding: 5px;">4 Name of Interested Party</th> <th rowspan="2" style="width: 25%; text-align: left; padding: 5px;">City, State, Country (place of business)</th> <th colspan="2" style="text-align: left; padding: 5px;">Nature of Interest (check applicable)</th> </tr> <tr> <th style="width: 20%; text-align: center; padding: 5px;">Controlling</th> <th style="width: 20%; text-align: center; padding: 5px;">Intermediary</th> </tr> </thead> <tbody> <tr><td style="height: 20px;"></td><td></td><td></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td><td></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td><td></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td><td></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td><td></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td><td></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td><td></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td><td></td><td></td></tr> </tbody> </table>				4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)		Controlling	Intermediary																																
4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)																																							
		Controlling	Intermediary																																						
5 Check only if there is NO Interested Party. ☐																																									
6 UNSWORN DECLARATION My name is _____, and my date of birth is _____. My address is _____ (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____. _____ Signature of authorized agent of contracting business entity (Declarant)																																									
ADD ADDITIONAL PAGES AS NECESSARY																																									

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Revised 12/22/2017

ATTACHMENT K: BIDDER'S CERTIFICATION

In accordance with Texas Government Code Sections 2252.001 through 2252.004 (relating to bids by nonresident contractors), the pertinent portion of the Act has been extracted and is as follows:

1. "Nonresident bidder" refers to a person who is not a resident.
2. "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the greater of the following:

1. the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located; or
2. the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which a majority of the manufacturing relating to the contract will be performed.

I certify that _____ (Company Name) is a

☐ **Resident bidder of Texas** as defined in Section 2252.001(4), Texas Government Code,

OR

☐ **Nonresident bidder** as defined in Section 2252.001(3), Texas Government Code, and our principal place of business is located at _____ (City and State).

Note: If the Respondent is an out-of-state company, a Certificate of Authority from the Secretary of State to do business in Texas must be provided.

SIGNATURE	
NAME OF AUTHORIZED AGENT	
TITLE OF AUTHORIZED AGENT	
DATE	

ATTACHMENT L: NON-COLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT

STATE OF TEXAS §
 §
COUNTY OF _____ §

By the signature below, the signatory for the bidder certifies that neither he/she 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 _____ on
the _____ day of _____, 20_____ on behalf of said bidder.

Notary Public in and for the
State of Texas

My commission expires: _____

APPENDIX I – SAMPLE CONTRACT

SAMPLE CONTRACT – INVITATION FOR BID NON-CONSTRUCTION ONLY

ENTITY NAME

AMERICAN RESCUE PLAN ACT (ARPA) PROGRAM

GENERAL SERVICES, SUPPLIES, AND/OR EQUIPMENT CONTRACT

Vendor Name	Vendor Name
Vendor Unique Entity Identifier (UEI) if available	XXXXXXXXXXXXXX
Period of Performance Start Date	August 8, 2023
Period of Performance End Date	August 30, 2026
Amount of Federal Funds Obligated by this Agreement	\$000,000
Assisted Listing Number (ALN) # 21.027	FAIN #

INTRODUCTION

THIS CONTRACT for General Services, Supplies, and/or Equipment (“Contract”) is made and entered into this [Date], by and between [Client Name], Texas, hereinafter referred to as the “Entity” and [Vendor Name], hereinafter referred to as the “Vendor.” Entity and Vendor are sometimes each referred to as a “Party” and collectively “Parties.”

The following recitals are incorporated in and made a part of this Contract.

WHEREAS, on March 11, 2021, President Biden signed the U.S. Senate-amended H.R. 1319 (P.L. 117-2) known as the American Rescue Plan Act (hereinafter “ARPA”); and

WHEREAS, under ARPA Section 603 (c)(1)(A) and (3) and the Final Rule 31 CFR 35.6, recipients may use Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) to allocate funds for the provision of government services and/or make necessary investments in water, sewer, and broadband infrastructure; and

WHEREAS, the Entity has determined that it has the objective of providing services to its residents; and

WHEREAS, the Entity has been awarded ARPA funds by the U.S. Department of the Treasury (“Treasury”) which have been distributed to the Entity from ARPA for covered costs and eligible expenses to be incurred during the period which began on March 3, 2021 (the date ARPA became law) until December 31, 2024 (to be fully expended by December 31, 2026); and

WHEREAS, the Entity desires to disburse funds to the Vendor to perform certain services or provide certain supplies or equipment in connection therewith as set forth in this Contract and in the Scope of Services attached hereto; and

WHEREAS, Vendor has represented to the Entity that it is duly qualified, eligible, and willing to provide the services identified herein and in the Scope of Services attached hereto.

NOW, THEREFORE, in consideration of the foregoing recitals and the terms and conditions set forth herein, the Parties hereto do mutually agree as follows:

SECTION 1. CONTRACT ADMINISTRATION

SECTION 1.1 CONTACT INFORMATION & NOTICES

For the purposes of this Contract, the Entity's Representative listed below will serve as the primary point of contact for the Vendor. All required reports and communication shall be directed to this liaison and other local personnel as appropriate. The Vendor shall designate a Representative to act on Vendor's behalf for all purposes, including execution of Change Orders and Requests for Payment.

Any notice or communication required or permitted to be given under this Contract must be in writing. The initial contact information of the parties, which one party may change by giving written notice to the other party, are as follows:

Entity Name		Vendor Name	
Entity Address 1		Vendor Address 1	
Entity Address 2		Vendor Address 2	
Entity Representative for Project		Vendor Representative for Project	
Name		Name	
Title		Title	
Phone		Phone	
Email		Email	
Entity Billing Contact		Vendor Billing Contact	
Name		Name	
Title		Title	
Phone		Phone	
Email		Email	

SECTION 1.2 PARTS INCORPORATED

Parts Incorporated. In addition to the Exhibits identified below which are incorporated into this Contract, it is understood and agreed that additional terms of this Contract are to be performed in accordance with the proposal documents (scope of work, images, and specifications), submitted proposal response and related exhibits, affidavits, addendums, statutory requirements, and the ARPA Terms & Conditions.

<u>Exhibits</u>	
Exhibit A1	Scope of Work
Exhibit A2	Payment & Pricing Schedule
Exhibit A3	Request for Payment
Exhibit B	ARPA Required Contract Provisions
Exhibit C	Other Relevant Information/Special Conditions for Construction
Exhibit D	Insurance Certificate
Exhibit E	Bid, Performance, and Payment Bonds
Exhibit F	Eligibility Verification (SAM.gov)
Exhibit G	Certificate of Interested Parties (Form 1295)

SECTION 1.4 CONTRACT DOCUMENTS

By reference, the Contract Documents consist of:

- a. This Contract and all exhibits listed, contained, or referenced in this Contract.
- b. All Addenda issued before the Effective Date of this Contract;
- c. All Alternates accepted by the Entity before the Effective Date of this Contract;
- d. All Change Orders issued after the Effective Date of this Contract; and
- e. The response submitted by Vendor in response to the IFB issued by Entity for this Project.

The Contract and Exhibit Documents form the entire and integrated Contract between Entity and Vendor, and supersede all prior negotiations, representations, or agreements, written or oral. To the extent of any conflict between Vendor’s Proposal and any other Contract Document, the Contract Documents shall govern.

If there is an irreconcilable difference between or among the various documents that make up the Contract Documents, the interpretation that provides for a higher quality of material and/or workmanship will prevail over all other interpretations.

1.4.1 Term of Contract and Delivery Schedule – Commencement of Work

Entity shall issue a Notice to Proceed (NTP) identifying the date for commencement of the Work. Vendor shall achieve substantial completion of the Work within _____ calendar days after the commencement date; as such completion date may be extended by approved Change Orders. THE TIME SET FOR COMPLETION OF THE WORK IS AN ESSENTIAL ELEMENT OF THE CONTRACT. In any event, all of the services required and performed hereunder shall be completed no later than _____.

1.4.2 Pre-Existing Conditions

Vendor acknowledges that it has been provided access to the existing improvements and conditions on the Project site and that it has thoroughly investigated those conditions. Vendor's investigation was instrumental in preparing its bid to perform the Work. Vendor shall not make or be entitled to any adjustment to the Contract Time or the Contract Sum arising from Project conditions that the Vendor discovered or, in the exercise of reasonable care, should have discovered in Vendor's investigation.

1.4.3 Liquidated Damages

Vendor and Entity agree that a breach of this Contract as to completion time will cause damage to the Entity, but further agree that such damage cannot be accurately measured. Therefore, the Parties agree that \$100.00 shall be subtracted from the Contract amount for each and every calendar day that the Work or any portion of the Work remains uncompleted after the expiration of the time period specified in the Notice to Proceed, or as extended by a change order.

1.4.4 Dispute Resolution

Disputes arising under the Contract shall be submitted to a process of resolution pursuant to alternative dispute resolution practices, such as mediation, binding arbitration, or non-binding arbitration pursuant to industry standards, prior to being submitted to a court for adjudication. It is understood that the Entity shall have the right to request mediation if services being provided are deemed deficient in any way.

1.4.5 Acquisition, Merger, Sale and/or Transfer of Business, etc.

It is understood by all parties that if, during the life of the Contract, the Vendor disposes of his/her business concern by acquisition, merger, sale, and or/transfer or by any means conveys his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new vendor will be required to submit all documentation/legal instruments that were required in the original bid/contract. Any change shall be approved by the Entity, who retains the right to reject the transfer of the contract.

1.4.6 Termination of Contract For Cause

This Contract may be terminated by the Entity for cause, including any nonperformance by the Vendor; failure of the Vendor to fulfill in a timely and proper manner its obligations under this Contract; or violation of any of the covenants, agreements, or stipulations of the Contract, upon thirty (30) days' written notice to Vendor including a statement of the reasons, therefore. The determination of the Entity as to the cause of termination and the appropriateness thereof shall be final and binding upon both Entity and Vendor. Cause for termination shall include any material failure by Vendor to comply with any terms of this Contract.

- a. In such event, all finished or unfinished services, documents, data, maps, studies, surveys, drawings, models, photographs, and reports prepared by the Vendor under this Contract shall, at the option of the Entity, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.
- b. Notwithstanding the above, the Vendor shall not be relieved of liability to the Entity for damages sustained by the Entity by virtue of any breach of this Contract by the Vendor, and the Entity may withhold any payments to the Vendor for the purposes of set-off until such time as the exact amount of damages due the Entity from the Vendor is determined.
- c. The Vendor agrees to indemnify and hold the Entity harmless from any liability to subcontractors or suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the Contract by the Entity under this provision.

- d. In case of default by the Vendor, the Entity may procure the goods or services from other sources and hold the Vendor responsible for any excess cost.
- e. Continuation of the terms of the Contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the Entity reserves the right to cancel the Contract.
- f. If this Contract is terminated for cause, excluding funding discontinuance or disapproval, Vendor shall have the right to attempt to cure its failure during the thirty (30) day period prior to termination to the satisfaction of the Entity at the Entity's sole discretion.

1.4.7 Termination of Contract For Convenience of the Entity

The Entity may terminate this Contract at any time by giving at least thirty (30) days' notice in writing to the Vendor. If the Vendor is terminated by the Entity as provided herein, the Vendor will be paid for actual services provided or delivered purchases that are determined acceptable at the sole discretion of the Entity, less payments of compensation previously made. Vendor

1.4.8 Post Expiration and Termination Procedures

Upon expiration or in the event of a prior termination, all remaining and unspent ARPA funds, shall immediately become the sole and separate property of the Entity and the Vendor shall perform all acts and execute all instruments necessary to transfer and assign such funds to the Entity. All finished or unfinished documents, data, studies, reports, and work products prepared by the Vendor under this Contract or with grant funds shall, at the option of the Entity, become Entity's property.

1.4.9 Transitional Period

In the event services are terminated by contract expiration or by voluntary termination by either the Vendor or the Entity, the Vendor shall continue all terms and conditions of said Contract for a period not to exceed thirty (30) days at the Entity's request.

1.4.10 Ownership of Material

The Entity shall retain all of its rights and interest in any and all documents and property, both hard copy and digital furnished by the Entity to the Vendor for the purpose of assisting the Vendor in the performance of this Contract. All such items shall be returned immediately to the Entity at the expiration or termination of the Contract or completion of any related services pursuant thereto, whichever comes first. None of the documents and/or property shall, without the written consent of the Entity, be disclosed to others or used by the Vendor or permitted by the Vendor to be used by their parties at any time except in the performance of the resulting Contract. Ownership of all data, materials and documentation originated and prepared for the Entity pursuant to this Contract shall belong exclusively to the Entity. All data, reports, computerized information, programs, and materials related to this Project shall be delivered to and become the property of the Entity upon completion of the Project. The Vendor shall not have the right to use, sell, or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the Entity.

SECTION 1.5 CONTRACT SUM AND PAYMENTS

The Vendor shall be compensated per the schedule below. Payment to the Vendor shall be based on satisfactory completion of identified services and/or deliverables and payment/invoicing terms as stated in the IFB, or as mutually agreed upon and contained in this Contract. Payment is expressly contingent upon the availability of ARPA funding.

1.5.1 Contract Sum

Entity shall pay Vendor for performance of its obligations under this Contract, including the Base Proposal and Alternate Proposals (if any), the sum of [Spelled out dollar amount here] (\$000,000.00), and make payment in accordance with the provisions of this Section.

1.5.2 Payment & Pricing Schedule

A Payment & Pricing Schedule (see **Exhibit A2**) subdividing the Project into its respective parts (if needed), and which includes values for all items comprising the Project will serve as the basis for payments made to Vendor.

1.5.3 Vendor's Payment Obligations

Vendor shall promptly pay all bills for labor and material performed and furnished by others in connection with this Contract.

- a. Firm shall submit an invoice upon completion of each milestone. Deliverables will be considered complete only upon inspection and written acceptance by the Entity. Each invoice shall include deliverable(s) completed and the price for each. **The final request for reimbursement must be received by City/County no later than September 30, 2026.**

1.5.4 Request for Payment

As instructed, all payment requests must be submitted on the Request for Payment (See **Exhibit A3**) including required attachments. Notwithstanding the certification of Vendor's payment requests, the Entity or its Representative will independently review Vendor's payment requests and make a determination as to the amount properly payable to Vendor.

1.5.5 Offsets; Deductions; Withholding

- a. Entity is an agency of the State of Texas and materials and services utilized in the provision of services or purchases may be exempt from state and local taxes. Vendor is responsible for taking full advantage of all tax exemptions applicable to the Project. Entity will deduct from the Requests for Payment and from the Request for Final Payment any taxes paid for materials or services that were entitled to tax exemption.
- b. Amounts assessed as liquidated damages per the above Section of this Contract and other amounts to which Entity is entitled by way of setoff or recovery, if any, shall be deducted from any amounts due Vendor.
- c. Notwithstanding any other contractual provision to the contrary, Entity may withhold any payment from Vendor to the extent reasonably required to protect Entity interests under any of the following circumstances: failure to perform work in accordance with Contract Documents; insufficient documentation in Application for Payment; failure to pay subcontractors, employees, hired laborers or materials suppliers; failure to obtain, renew or maintain insurance coverage as required in this Contract; failure to meet schedule requirements or other scenarios that causes the Entity, in good faith judgment, to determine that the remaining balance will not be sufficient to complete the Work in accordance with this Contract. The right to withhold payment is contingent on giving Vendor a minimum of seven (7) calendar days' written notice of specific defects or defaults and an opportunity to cure same, and on Vendor's failure to cure or to take diligent steps to cure within such seven (7) calendar days.

1.5.6 Final Payment

Vendor's request for Final Payment must not be made until all Work is completed, all requirements of the Vendor Documents have been satisfied, and Vendor delivers the services or equipment.

SECTION 2. ENTITY RESPONSIBILITIES

SECTION 2.1 GENERAL

- a. Entity will cooperate in a timely manner in providing information regarding its requirements.
- b. Entity will review and provide final approval of the general schedule, setting the plan for milestone dates and completion or delivery.
- c. If the Entity has actual knowledge of any fault or defect or non-conformance with the Specifications, the Entity shall give prompt written notice of such fault, defect, or non-conformance to Vendor.
- d. The Entity may designate one or more inspectors of its own who will be given access to the Work as requested or needed. The provision of such inspectors will not reduce or lessen in any respect Vendor's responsibilities for the Work.
- e. The Entity may furnish or obtain all legal, accounting, auditing, and insurance counseling services for itself as may be necessary for the Project.

SECTION 3. SCOPE OF WORK

SECTION 3.1 GENERAL

Vendor has overall responsibility for and shall furnish all materials, equipment, tools, and labor necessary and reasonably inferable to complete the Work, or any phase of the Work, in accordance with Entity's requirements and the terms of the Contract Documents, including the Drawings, Specifications, Addenda, details, and other documents prepared by Vendor and listed in the attached Exhibits, if applicable.

Vendor's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Entity nor shall Vendor be released from any liability by reason of such approval by Entity, it being understood that Entity at all times is ultimately relying upon Vendor's skill and knowledge in performing the services required hereunder.

SECTION 3.2 PROJECT CONTROL

Vendor shall supervise and direct the Work and shall be solely responsible for means, methods, techniques, sequences, and procedures for the Work. Vendor shall promptly correct any defective or non-conforming Work at Vendor's sole expense and without cost to Entity.

SECTION 3.3 SUBVENDORS

Vendor shall award and enter into all Subcontracts necessary and appropriate to provide all labor and materials for the scope of work.

- a. Vendor shall monitor the Work of the Subcontractors as required and coordinate such Work with a goal to attain Substantial Completion not later than the date for Substantial Completion and at a cost not to exceed the Contract Sum.
- b. Upon request, Vendor shall provide Entity with complete, unaltered copies of all Subcontracts, and all amendments thereto.

SECTION 3.4 HUB SUBCONTRACTING PLAN

Vendor shall comply with the requirements of the HUB Subcontracting Plan and shall not make any changes to the HUB Subcontracting Plan without Entity's written approval.

SECTION 3.5 KEY TASKS

- a. Provide services and purchase of equipment in accordance with delivery schedules and other prescribed timelines herein.
- b. Provide a warranty on all purchased equipment.
- c. Provide excellent customer service. Firm shall be responsive to requests and communicate on a regular basis with the Entity.
- d. Provide and maintain all original and copies of supporting documentation.
- e. Furnish progress reporting as determined or requested by the Entity.
- f. Support and assist the Entity during state/federal monitoring or auditing activities, including providing financial information, reports, and other requests that may be required.

SECTION 3.6 SCHEDULING

Vendor is solely responsible for delivery of the services/equipment in accordance with the Contract Documents on or before the date specified in the Schedule.

SECTION 3.7 NON-CONFORMING WORK

Entity may reject any defective or non-conforming Work on the Project of which Entity becomes aware and Vendor shall promptly correct any such defect at Vendor's own cost without increasing the Contract Sum. Upon discovering that any portion of the Work does not conform with Entity's design concept and/or requirements, including the Design Guidelines and Standard Specifications, due to an error or omission in any Construction Document materials prepared or furnished by or on behalf of Vendor, Vendor shall promptly correct such condition at no additional cost to Entity. If Vendor refuses or fails to correct (or improperly corrects) any such condition within a reasonable time after notice, Entity may cause the condition to be corrected and offset the cost of such correction against any monies owed to Vendor; provided, however, if no monies are owed Vendor at the time the condition is discovered or at the time the condition is corrected by Entity, Vendor shall promptly reimburse the Entity for all expenses incurred to correct the condition. Vendor shall warranty all corrective Work, whether performed by or through Vendor or by a third party retained by Entity in accordance with the immediately preceding sentence due to Vendor's refusal or failure to correct properly any non-conforming Work.

SECTION 3.8 INDEMNIFICATION

Vendor covenants and agrees to indemnify, hold harmless and defend, at its own sole expense, the Entity and its officers, agents, servants, and employees from and against any and all claims or suits for property loss or damage and/or personal injury, including death, to any and all persons, of whatsoever kind or character, whether real or asserted, arising out of or in connection with the execution, performance, attempted performance, or nonperformance of the services under this Contract and/or the operations, activities, and services of the activities described herein; and Vendor hereby assumes all liability and responsibility of the entity and its officers, agents, servants, and employees for any and all claims or suits for property loss or damage and/or personal injury, including death, to any and all persons, of whatsoever kinds or character, whether real or asserted, arising out of or in connection with the execution, performance, attempted performance, or nonperformance of the services or this Contract and/or the operations, activities, and services described herein. Vendor

likewise covenants and agrees to and does hereby indemnify and hold harmless entity from and against any and all injury, damage, or destruction of property of entity, arising out of or in connection with all acts or omissions of Vendor, its officers, members, agents, employees, contractors, subcontractors, invitees, licensees, and project participants. Vendor agrees to and shall release Entity, its agents, employees, officers, and legal representatives from all liability for injury, death, damage, or loss to persons or property sustained in connection with or incidental to performance of the services under this Contract.

Vendor shall require all of its contractors and subcontractors to include in its contracts and subcontracts a release and indemnity in favor of the Entity in substantially the same form as above. The indemnity and liability release provided for above shall not apply to any liability resulting from the sole negligence or fault of the Entity, its officers, agents, employees or separate Vendors, and in the event of joint and concurring negligence or fault of the Entity and Vendor, responsibility and indemnity, if any, shall be apportioned in accordance with the laws of the State of Texas, without waiving any governmental immunity available to the entity under Texas law and without waiving any defenses of the parties under Texas law.

The provisions of this section are solely for the benefit of the parties and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity. This section survives termination or expiration of this Contract.

SECTION 3.9 INSURANCE & BONDING

If applicable, Vendor shall provide Insurance and Bid, Performance, and Payment Bonds as prescribed by Entity in the Solicitation documentation and included here as **Exhibit D** and **Exhibit E**.

SECTION 4. REQUIRED PROVISIONS

The Vendor shall comply with the following items:

SECTION 4.1 TERMS AND CONDITIONS

The Vendor agrees to comply with the requirements of Section 503 of the American Rescue Plan Act (ARPA), regulations adopted by Treasury pursuant to Section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Vendor also specifically agrees to comply with the ARPA Terms & Conditions attached to this Contract in **Exhibit B**.

SECTION 4.2 DEBARMENT AND SUSPENSION

Vendor has provided proof of registration, active/good standing, and non-debarment status in the System for Award Management. Should this status change, the Vendor must notify the Entity immediately.

SECTION 4.3 ASSURANCES OF COMPLIANCE WITH TITLE VI

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

SECTION 4.4 LOBBYING CERTIFICATION & DISCLOSURE

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.

SECTION 4.5 ETHICS MATTERS

Vendor and its employees, agents, representatives, and subcontractors have read and understand the Entity's Conflict of Interest Policy, State of Texas Standards of Conduct and Conflict of Interest Provisions available at [Government Code Chapter 572: Personal Financial Disclosure, Standards of Conduct, and Conflict of Interest \(state.tx.us\)](http://www.state.tx.us/govcode/chapter572/htm/chapter572_001.htm), and applicable state ethics laws and rules available. Neither Vendor nor its employees, agents, representatives, or subcontractors will assist or cause Entity employees to violate the Conflict of Interest policies, provisions described by State of Texas Standards of Conduct and Conflict of Interest Provisions, or applicable state ethics laws or rules.

SECTION 4.6 MAINTENANCE AND ACCESS TO RECORDS

The Vendor shall maintain records and financial documents sufficient to evidence in compliance with Section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

The Treasury Office of Inspector General, the Government Accountability Office and the Texas Office of the State Comptroller, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of the Vendor in order to conduct audits or other investigations and all records shall be made available upon request. Records shall be maintained by the Vendor for a period of five (5) years after all funds have been expended or returned to the Treasury, whichever is later.

SECTION 5. MISCELLANEOUS PROVISIONS

SECTION 5.1 GENERAL

- a. In any case one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- b. If any action at law or in equity is necessary to enforce or interpret the terms of this Contract, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
- c. This Contract may be amended by mutual agreement of the parties hereto and a writing to be attached to be incorporated into this Contract.
- d. Licenses, Permits, Taxes, Fees, Laws, and Regulations
 - i. Vendor warrants that it will obtain, maintain in effect, and pay the cost for all licenses, permits, or certifications that may be necessary for Vendor's performance of this Contract.
 - ii. Vendor will be responsible for the payment of all taxes, excises, fees, payroll deductions, employee benefits (if any), fines, penalties or other payments required by federal, state, or local law or regulation in connection with Vendor's performance of this Contract.
 - iii. Vendor will comply with and will be responsible for requiring its officers and employees to comply with all applicable federal, state, and local laws and regulations, and the rules and regulations of the Entity.

SECTION 5.2 CAPACITY TO PERFORM

By execution of this Contract, Vendor is certifying that they have the capacity to perform and complete the Scope of Work as provided.

SECTION 5.3 LIMITATION OF LIABILITY

Except for the obligation of Entity to pay Vendor certain fees, costs, and expenses to the extent expressly set forth in this Contract, the Entity shall have no liability to Vendor or to anyone claiming through or under Vendor by reason of the execution or performance of this Contract. Notwithstanding any obligation or liability of Entity to Vendor, no present or future partner or affiliate of the Entity or any agent, officer, director, or employee of the Entity or anyone claiming under the Entity, has or shall have any personal liability to Vendor or to anyone claiming through or under Vendor by reason of the execution or performance of this Contract.

SECTION 5.4 ASSIGNMENT

This Contract is a personal service contract for the services of Vendor, and neither Vendor's interest in this Contract (including, but not limited to Vendor's fees due hereunder), nor Vendor's duties hereunder may be assigned or delegated to a third party except as specifically set forth in this Contract.

SECTION 5.5 GOVERNING LAW AND VENUE

The Vendor 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.

Additionally, all applicable local government codes for the State of Texas also apply to this Contract. All equipment, supplies, and work furnished under this Contract shall comply with applicable laws, ordinances, and regulations. Vendor shall obtain and pay for such permits and inspections as are required for the legal performance of this work, unless otherwise specified. Vendor shall comply with all federal and state laws and Entity's Ordinances and Codes applicable to the Vendor's operation under this Contract. These Specifications and the Contract resulting here from shall be fully governed by the laws of the State of Texas and shall be fully performable in _____ (Entity Name), Texas, where venue for any proceeding arising hereunder will lie.

This Contract will be governed by the laws of the State of Texas without reference to its conflicts of law provisions. Venue for any suits arising from this Contract will be in a court of competent jurisdiction in _____ County, Texas.

SECTION 5.6 WAIVERS

No delay or omission by either Party in exercising any right or power accruing upon the non-compliance or failure of performance by the other Party of any provision of this Contract or the Contract Documents will impair any such right or power or be construed to be a waiver thereof. A waiver by either Party of any of the covenants, conditions, or agreements of this Contract or any of the Contract Documents to be performed by the other party will not be construed to be a waiver of any subsequent breach of this Contract or the Contract Documents or of any other covenant, condition or agreement contained in this Contract or the Contract Documents.

SECTION 5.7 SEVERABILITY

If any provision of this Contract is for any reason be held invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision of this Contract and this Contract will be construed as if such invalid or unenforceable provision had not been included herein.

SECTION 5.8 NEW LAWS

Parties agree that if there is a change in any laws, rules, or regulations affecting the performance related to this Contract and enacted after the Effective Date of this Contract, the Parties will enter into good faith negotiations to renegotiate the affected terms of this Contract.

BY: _____
(Entity Official)

(Printed Name)

(Title)

(Date)

BY: _____
(Vendor’s Authorized Representative)

(Printed Name)

(Title)

(Date)

SECTION 6. EXHIBITS

THE FOLLOWING DOCUMENTS MUST BE COMPLETED AND ATTACHED TO THE CONTRACT:

Exhibit A1	Scope of Work
Exhibit A2	Payment & Pricing Schedule
Exhibit A3	Request for Payment
Exhibit B	ARPA Required Provisions (ARPA Terms & Conditions)
Exhibit C	Other Relevant Information
Exhibit D	Insurance Certificate (if applicable)
Exhibit E	Bid, Performance, and Payment Bonds (if applicable)
Exhibit F	Eligibility Verification (SAM.gov)
Exhibit G	Certificate of Interested Parties (Form 1295)

Exhibit A1 – Scope of Work

To be populated with solicitation Scope of Work

Exhibit A2 – Payment & Pricing Schedule

The terms for payment for the contract are as follows:

Payment Schedule:

Payment will be made within 30 days of a Request for Payment and only after delivery of all services and/or purchases and acceptance by the Entity.

Pricing Schedule:

Prices for all goods and/or services shall be all inclusive.

Entity is an agency of the State of Texas and materials and services utilized in the provision of services or purchases may be exempt from state and local taxes. Vendor is responsible for taking full advantage of all tax exemptions applicable to the Project. Entity will deduct from the Requests for Payment and from the Request for Final Payment any taxes paid for materials or services that were entitled to tax exemption.

Lump Sum Price: Vendor shall provide pricing in the table below to complete the scope of services contained in **Exhibit A1**, Scope of Work, in accordance with the specifications contained in this document. Costs include all applicable services (i.e. labor, materials, profit, bonding, insurance, permitting, general conditions, and other costs) to provide a turnkey product.

(Note to Entity: Component pricing should be based on the identified components of the scope of work contained in **Exhibit A1**). An example is provided below:

SCOPE OF WORK	PRICE
	\$
	\$
	\$
	\$
TOTAL LUMP SUM PRICE (TOTAL OF ABOVE LINE ITEMS)	\$

Exhibit A3 – Request for Payment

Project Name:			
Vendor Name:			
Date of Request:			
Contact Name:			
Contact Phone:		Contact Email:	

Item for Payment	Description	Unit Cost or Percent Complete	# of Units	Total Amount
TOTAL				

X	Attachments

Submitted By	
Name and Title	
Signature	

CERTIFICATION: I certify that this Request for Payment contains costs associated with the provision of services in accordance with the terms of the contract. I also certify that all required documentary evidence has been submitted along with the Request for Payment as instructed, including any documentation associated with requirement to pay prevailing wages.

By signing this Request for Payment, I certify to the best of my knowledge and belief that information provided in this Request is true, complete, and accurate. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

WARNING: Section 1001 of Title 18 U.S. code makes it a criminal offense to make willful, false statements or misrepresentation of any material fact involving the use of or obtain federal funds.

Exhibit B – ARPA Required Provisions

2 CFR 200.327 Contract provisions. The Non-Federal entity's contracts should contain applicable provisions described in Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. The Non-Federal entity's contracts must contain the provisions described in Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, as applicable.

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	2 CFR 200 Appendix II (A-L)		
>\$250,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908 , must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.	2 CFR 200 APPENDIX II (A)	Contractor RFP/IFB Contractor RFQ Subrecipients
>\$10,000	All contracts in excess of \$10,000 must address termination for cause and for convenience by the Non-Federal entity including the manner by which it will be affected and the basis for settlement.	2 CFR 200 APPENDIX II (B)	Contractor RFP/IFB Contractor RFQ Subrecipients
None	Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." 41 CFR 60-1.4 Equal opportunity clause. (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: 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: During the performance of this contract, the contractor agrees as follows: (9) 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,	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
	gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. (10) 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. (11) 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. (12) 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. (13) 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. (14) 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. (15) 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. (16) 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: Provided, however, that in the event a contractor becomes involved in, or is threatened		

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. 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. 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.		
>\$10,000,000 for ARPA but State Provision Applies at any amount and/or >\$2,000 for CDBG/Braided Funds Projects See TX Prevailing Wage Laws	Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$10,000,00 awarded by Non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The Non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The Non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public	2 CFR 200 APPENDIX II (D)	Contractor RFP/IFB Subrecipients

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

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	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.	24 CFR §570.303	Subrecipients
	See 2 CFR §200.323- Procurement of Recovered Materials. 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. 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. ii. 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— 1. Competitively within a timeframe providing for compliance with the contract performance schedule; 2. Meeting contract performance requirements; or 3. At a reasonable price. iv. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program. v. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the "Solid Waste Disposal Act."	2 CFR 200 APPENDIX II (J)	Contractor RFP/IFB Contractor RFQ Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	See 2 CFR §200.216- Prohibition on certain telecommunications and video surveillance services or equipment (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (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). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. (b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. (c) See Public Law 115-232, section 889 for additional information. (d) See also § 200.471.	2 CFR 200 APPENDIX II (K)	Contractor RFP/IFB Contractor RFQ Subrecipients
	See 2 CFR §200.322- Domestic Preferences for Procurements. (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. (b) For purposes of this section:	2 CFR 200 APPENDIX II (L)	Contractor RFP/IFB Contractor RFQ Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	(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. (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.		
	Additional 2 CFR 200 references & Other Regulations		
None	The Federal awarding agency must establish conflict of interest policies for Federal awards. The Non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.	2 CFR 200.112	Contractor RFP/IFB Contractor RFQ Subrecipients
None	Contracting with HUB, small and minority businesses, women’s business enterprises, and labor surplus area firms. (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. (b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women’s business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.	2 CFR 200.321	Contractor RFP/IFB Contractor RFQ Subrecipients
>\$10,000	An NFE (Non-Federal Entity) that is a state agency or an agency of a political subdivision of a state, and the NFE’s contractors must comply with Section 6002 of the Solid Waste Disposal Act. Applicable NFEs must include a contract provision requiring compliance with this requirement. This includes contracts awarded by a state agency or political subdivision of a state and its contractors for certain items, as designated by the EPA, with a purchase price greater than \$10,000. Indian Tribal Governments and nonprofit organizations are not required to comply with this provision. Additional requirements are listed below.	2 CFR 200.323	Contractor RFP/IFB Contractor RFQ Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
None	Financial records, supporting documents, statistical records, and all other Non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon Non-Federal entities. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations. The only exceptions are the following: (a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations. (b) When the Non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period. (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition. All records related to ARPA shall be maintained for 5 years per the ARPA terms and conditions and regulations. (d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the Non-Federal entity All records related to ARPA shall be maintained for 5 years per the ARPA terms and conditions and regulations. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations. (e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the Non-Federal entity's fiscal year in which the program income is earned. (f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates). (1) <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. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations. (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. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations.	2 CFR 200.334	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
None	The Federal awarding agency and the Non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance	2 CFR 200.336	Contractor RFP/IFB Contractor RFQ

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	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.		Subrecipients
None	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.	Texas Government Code 2252.152	Contractor RFP/IFB Contractor RFQ Subrecipients
>\$100,000	PROVISION REQUIRED IN CONTRACT. (a) This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.	Texas Government Code 2271	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
For Critical Infrastructure Projects	PROHIBITION ON CONTRACTS WITH CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE. PROHIBITED CONTRACTS. (a) A governmental entity may not enter into a contract or other agreement relating to critical infrastructure in this state with a company: (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 (2) if the governmental entity knows that the company is: (A) owned by or the majority of stock or other ownership interest of the company is held or controlled by: (i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; or	Texas Government Code, Title 10, Subtitle F, Chapter 2274.0102	Subrecipients EC 6.1 Awardees

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	(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 (B) headquartered in China, Iran, North Korea, Russia, or a designated country. (b) The prohibition described by Subsection (a) applies regardless of whether: (1) the company's or its parent company's securities are publicly traded; or (2) the company or its parent company is listed on a public stock exchange as: (A) a Chinese, Iranian, North Korean, or Russian company; or (B) a company of a designated country.		
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
	ARPA Terms & Conditions		
ARPA Terms, Conditions, & Records	1. Use of Funds. a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing. 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.	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; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
ARPA Terms, Conditions, & Records	4. Maintenance of and Access to Records 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. 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. 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.	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	5. Pre-award Costs. Pre-award costs, as defined in 2 CFR § 200.458, may not be paid with funding from this award.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.	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	7. Cost Sharing. Cost sharing or matching funds are not required to be provided by 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	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.	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	9. Compliance with Applicable Law and Regulations. 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. b. Federal regulations applicable to this award include, without limitation, the following:	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
	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 Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award. ii. Universal Identifier and System for Award Management (SAM), 2 CFR Part 25, pursuant to which the award term set forth in Appendix A to 2 CFR Part 25 is hereby incorporated by reference. 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. 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. 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. vi. Governmentwide Requirements for Drug-Free Workplace, 31 CFR Part 20. (Subrecipient Only) vii. New Restrictions on Lobbying, 31 CFR Part 21. viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations. ix. Generally applicable federal environmental laws and regulations. c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following: i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 CFR Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance; ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability; iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance; iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and 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.		

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
ARPA Terms, Conditions, & Records	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.	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	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.	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	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	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2;	Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	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 602(b), 603(b) and/or 603(c) as applicable	
ARPA Terms, Conditions, & Records	16. Protections for Whistleblowers. c. 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. d. 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; v. An authorized official of the Department of Justice or other law enforcement agency; vi. A court or grand jury; or vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct. 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.	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	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 C – Other Related Information

To be inserted

Exhibit D – Insurance Certificate
To be inserted

Exhibit E – Bid, Performance, and Payment Bonds

To be inserted
(If Applicable)

Exhibit F – Eligibility Verification (SAM.gov)

Vendor to provide a dated printout of their active status without exclusions from SAM.gov website

Exhibit G – Certificate of Interested Parties (Form 1295)

Form 1295 (Certificate of Interested Parties) must be completed on the Texas Ethics Commission's website as part of this project prior to contract execution. Form 1295 can be accessed here: <https://www.ethics.state.tx.us/filinginfo/1295/> and must be returned with the certification number assigned after completion

City of La Marque
1111 Bayou Road, La Marque, Texas 77568

INVITATION FOR BIDS (IFB)
COMPETITIVE PROCUREMENT FOR
RESCUE TOOLS

This IFB is being supported
by federal award number RCP-056096
allocated to the

City of La Marque

under the

American Rescue Plan Act (ARPA)

Coronavirus State and Local Fiscal Recovery Funds (SLFRF)

by the U.S. Department of the Treasury



Prepared By: Department of Purchasing

Procurement Reference # 2252

American Rescue Plan Act (ARPA) Invitation for Bids (IFB)

10/1/2024:

Re: Invitation for Bids (IFB) for Rescue Tool Equipment and Supplies funded with Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Allocated Under the American Rescue Plan Act (ARPA)

Dear Vendor:

The City of La Marque, hereinafter called "Entity," has received an allocation of American Rescue Plan Act (ARPA) funds and is issuing an Invitation for Bids (IFB) for general purchases and supplies contract. The item(s) are being solicited to assist the Entity in completing and implementing programs and/or projects funded with its allocation of ARPA funds.

The Sole Point of Contact for this solicitation may provide information regarding this IFB. Refer to the **Schedule of Events and Selection Summary** in Section 1 of this document for response details.

Respondent is responsible for ensuring that their IFB response is received in a timely manner and that it contains all elements of the IFB, including all required forms and any addendums issued. Respondent should complete the Solicitation Response Cover Sheet/Acknowledgement of Addenda/Submission Checklist contained in Attachment A and all other requirements identified in the IFB. IFB responses received after the deadline will not be opened and, therefore, not evaluated or considered for award, regardless of whether or not the delay was outside the control of the submitting provider. The City of La Marque reserves the right to negotiate with providers submitting timely responses in accordance with state and federal procurement requirements, to reject any and all bids, and to select multiple respondents if it deems it's in the best interest of the Entity and/or desires to do so.

The Entity is an Affirmative Action/Equal Opportunity Employer. Minority Business Enterprises, Small Business Enterprises, Women Business Enterprises, and Labor Surplus Area firms are encouraged to submit bids.

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INVITATION FOR BID – GENERAL INFORMATION

SECTION 1 – SCHEDULE OF EVENTS AND SELECTION SUMMARY

1.1 SCHEDULE OF EVENTS – ALL DATES ARE TENTATIVE

- 1.1.1 The Entity reserves the right to change dates at any time. At the sole discretion of the Entity, events listed in Section 1 are subject to scheduling changes and cancellation. The Entity will make public any changes to the stated schedule.
- 1.1.2 All requests, questions, or other communication about this solicitation shall be made in writing and addressed to the Entity's Sole Point of Contact listed in Section 1. Only the Sole Point of Contact may be contacted regarding required elements for this IFB.
- 1.1.3 Respondent must review all documents and information in the *Exhibits* section and complete the required documents in the *Attachments* section and return with the signed bid sheet to the Entity's Sole Point of Contact.

SCHEDULE OF EVENTS + RESPONSE REQUIREMENTS

SCHEDULE OF EVENTS	
RFP NOTICE DATE:	October 1, 2024
VENDOR QUESTIONS DUE:	October 15, 2024, 5:00 PM CST
QUESTIONS ANSWERED BY:	October 22, 2024, 5:00 PM CST
PRE-PROPOSAL CONFERENCE: The Entity shall reject responses submitted by firms that do not attend the mandatory pre-proposal conference.	October 10, 2024 http://cityoflamarque.org/bidszoom
SITE VISIT: The Entity shall reject responses submitted by firms that do not attend the mandatory site visit.	If needed, will be scheduled.
PROPOSAL DUE DATE:	October 31, 2024, 10:00 AM CST
ESTIMATED AWARD DATE:	November 18, 2024, 6:00 PM CST
RESPONSE REQUIREMENTS	
QUESTIONS & ANSWERS ONLY – SOLE POINT OF CONTACT	

The Entity will allow written questions and requests for clarification of this solicitation. Questions must be submitted by email to the Sole Point of Contact listed below. Respondents' names will be removed from questions in any responses released.	
SOLE POINT OF CONTACT NAME:	City Clerk
ADDRESS:	1111 Bayou Road La Marque, TX 77568
EMAIL:	bids@cityoflamarque.org
PHONE:	409-938-9259
DELIVERY OF RESPONSE PROPOSAL – POINT OF CONTACT	
For digital delivery , the Subject Line should include Respondent's Name, RFP number, and time/due date of RFP and completed response and all attachments uploaded to the following point of contact:	
NAME:	-
TITLE:	City Clerk
DELIVERY POINT:	Bidsubmit.cityoflamarque.org
If mailed or hand-delivered , sealed proposals (an original and 3 copies) should be submitted on the original forms provided. Each response must be sealed and should be placed in a properly identified envelope with Respondent's Name, RFP number, and time/due date of RFP.	
For mail or hand-delivery , deliver response and all attachments to:	
NAME:	-
TITLE:	City Clerk
ADDRESS:	1111 Bayou Road LaMarque, TX 77568

1.2 SELECTION OF RESPONDENT(S)

1.2.1 The Entity intends to select Respondent(s) that best meet the needs of the Entity and that provide the best overall value. The Entity reserves the right to award multiple contracts from the finalist pool of successful Respondent(s). Respondents will be rated and ranked according to the evaluation criteria set forth below.

1.2.2 The Entity reserves the right to check references on any projects performed by the Respondent, whether provided by the Respondent or known by the Entity.

1.2.3 The Entity is not required to accept the lowest cost proposal.

1.2.4 See SECTION 4 – EVALUATION CRITERIA, for additional information on how Respondents will be evaluated and selected.

SECTION 2 – INTRODUCTION AND GENERAL CONDITIONS

2.1 GENERAL DESCRIPTION OF THE SCOPE OF WORK (SOW) – SEE SECTION 3 AND EXHIBIT A FOR SOW DETAILS

The Entity has received an allocation of American Rescue Plan Act (ARPA) funds and is issuing an Invitation for Bids (IFB) for a general purchases and supplies contract. The item(s) are being solicited to assist the Entity in completing and implementing programs and/or projects funded with its allocation of ARPA funds.

This solicitation includes the purchase of:

- 2.1.1 **General Description** The Entity seeks to purchase and deliver three (3) sets of Rescue Tools for emergency response operations using allocated ARPA funds.
- 2.1.2 The scope of work includes all labor, materials, goods and/or services necessary to provide the purchased items, including any installation specified in **Exhibit A**. The respondent shall submit a written copy of all warranty information prior to final acceptance by Entity.
- 2.1.3 **REFERENCED BRAND EXAMPLE:** Catalogs, brand names or manufacturer's references are descriptive only and indicate type and quality desired. Proposals on brands of like nature and quality will be considered. If proposing other than the referenced brands/model number, Respondent must show manufacturer, brand or trade name, product number and provide complete descriptive information of product offered and include with response. Failure to take exception to specifications or reference data will require Respondent to furnish specified brand names, numbers, etc.

2.2 CONSIDERATION OF AWARD

To be considered for award, Respondents must adhere to the requirements, when applicable to Vendors, as set forth in **Exhibit B**, the ARPA Required Provisions, and provide all other required information and documentation as set forth in this solicitation.

2.3 CONTRACT AWARD

The Entity may award a Firm Fixed Price Contract. A Respondent's proposal must be responsive to this solicitation and include all required documents as instructed in the solicitation and listed in the *Solicitation Response Cover Sheet/Acknowledgement of Addenda/Submission Checklist (Attachment A)*.

2.4 TERM OF PURCHASE CONTRACT

The Contract or Purchase Order shall be effective upon date of execution (signed by the Entity designee), shall contain terms and conditions for the purchase, including delivery date and delivery location, and shall expire upon delivery and final acceptance by the Entity. A sample contract is available for review at **Appendix I**.

2.5 BID ACCEPTANCE

- 2.5.1 Proposals must be received, time stamped or otherwise acknowledged before the specified hour and date. Late submittals WILL NOT be considered under any circumstances. The Entity will not be held responsible for any solicitation response that is mishandled prior to receipt by the Entity. The Entity

will not be responsible for any technical issues that result in late delivery, inappropriately identified documents, or other submission error that may lead to disqualification (including substantive or administrative) or nonreceipt of the respondent's response.

- 2.5.2 The Entity reserves the right to accept or reject any and all proposals, to accept any proposal deemed advantageous and to waive irregularity in the proposals. By submitting a response, the Respondent acknowledges and will adhere to all specifications as stated within this procurement packet.
- 2.5.3 Bids CANNOT be altered or amended after the due date. Any alterations made before the due time must be initialed by Respondent or authorized agent. No response may be withdrawn after due date without approval and based on a written acceptable reason.
- 2.5.4 The Entity reserves the right to revise or amend the specifications prior to the due date. Such revisions or amendments, if any, will be announced by amendments or addendums to these specifications. Copies of such amendments or addendums so issued will be posted to the Entity's bidding websites. If Respondent demonstrates just reason for a change, the Entity must have at least five (5) working days' notice prior to submission due date.
- 2.5.5 In the event that Respondent finds discrepancies in or omissions from the specifications or other documents or be in doubt as to their meaning, Respondent should at once notify the Entity Sole Point of Contact and obtain clarification prior to submitting a response.
- 2.5.6 All Respondents must meet or exceed the minimum specifications to be considered a valid response. The Entity reserves the right to accept or reject all or any part of any response, waive minor technicalities and award the contract either to the lowest responsible Respondent or to the Respondent who provides goods or services at the best value for the Entity.
- 2.5.7 The Respondent agrees to protect the Entity from claims involving infringement of patents or copyrights.

PROPRIETARY OR CONFIDENTIAL INFORMATION; TEXAS PUBLIC INFORMATION ACT: Any proprietary, trade secret, or otherwise confidential information Respondent includes in its Proposal must be clearly labeled as proprietary or confidential information, and Respondent must identify the specific exception to disclosure in the Public Information Act (PIA). Merely making a blanket claim that the entire Proposal is protected from disclosure because it contains some proprietary information is not acceptable and shall make the entire Proposal subject to release under the PIA. Any information which is not clearly identified as proprietary or confidential shall be deemed to be subject to disclosure pursuant to the PIA.

Information, documentation, and other material in connection with this Response or any resulting Contract may be subject to public disclosure under the Texas PIA, Chapter 552 of the Texas Gov't Code.

- 2.5.8 There is no guarantee a contract will be awarded. The Entity reserves the right to cancel this IFB at any time.
- 2.5.9 All proposals become public documents and are subject to public review (upon request and as allowed by law). The submission of an IFB response will constitute representation by the Respondent that it understands and has complied with the requirements of the IFB. Submission of a response indicates the IFB information provided was sufficient in scope and detail to convey understanding of anticipated terms and conditions for performance of the work.
- 2.5.10 IFB Respondents assume all costs of preparation of the proposal. IFB responses become the property

of the Entity.

2.6 PROHIBITED COMMUNICATION

On issuance of this solicitation, except for the written inquiries described in Section 2.6 above, the Entity, its representative(s), or partners will not answer any questions or otherwise discuss the contents of this solicitation with any potential respondent. This restriction does not preclude discussions between affected parties for the purposes of conducting business unrelated to this solicitation. Failure to comply with these requirements may result in disqualification of respondent's solicitation response.

2.7 TERMINATION CONDITIONS

See Contract at **Appendix I** for Termination Conditions.

2.7.1 FAILURE TO ENTER INTO A CONTRACT

Should the Selected Respondent ("Vendor"), to whom the contract is awarded, fail to enter into a contract within twenty-one (21) business days, the Entity may then, at its option, retain the Vendor's bid deposit/bond (if required) and accept the bid of the next lowest responsible bidder.

SECTION 3 – SCOPE OF WORK/TECHNICAL SPECIFICATIONS

3.1 MINIMUM REQUIREMENTS

- 3.1.1 The selected Vendor shall have no convictions or civil judgments preceding nor thereafter this solicitation rendered against Respondent for 1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; 2) violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- 3.1.2 The selected Vendor shall not ever have been indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated above.
- 3.1.3 Where applicable, Vendor's staff must meet and maintain current certifications and or licensure requirements as mandated by state law or the appropriate licensing authority.
- 3.1.4 Vendor must not be debarred at the time of response submission, and prior to award of a contract, the System for Award Management (SAM.gov) and the Texas Comptroller's website will be checked to ensure Vendor is not debarred. If the Vendor is debarred, the Vendor's proposal will not be evaluated.

3.2 SCOPE OF SERVICES Construct

- 3.2.1 **The required products or services shall be provided in accordance with attached Exhibits:**

- **Exhibit A:** Project Scope of Work
- **Exhibit B:** ARPA Required Provisions
- **Exhibit C:** Other Relevant Information

- 3.2.2 **Work Orders**

During the term of any contract awarded, the Entity may request the Vendor to perform certain tasks as described in the scope, subject to a specific work order authorization. All work

authorizations shall be in writing, signed by all parties, and shall include a scope of services, a list of tasks to be performed, a time schedule, a list of deliverables and such other information or special conditions as may be necessary for the work requested.

- 3.2.3 **Condition of Product:** New Equipment ONLY; NO re-manufactured or “gray market” items. All items must be covered by the manufacturer’s warranty. The unit(s) shall be made ready for continuous operation upon delivery. Respondent is cautioned that any unit delivered to the FOB point that does not meet specifications in every aspect will not be accepted.
- 3.2.4 **All Parts:** All parts not specifically mentioned which are necessary for the unit to be complete and ready for operation or which are normally furnished as standard equipment shall be furnished by the vendor. All parts shall conform in strength, quality, and workmanship to the accepted standards of the industry.
- 3.2.5 **Manuals:** Manuals containing illustrated parts list and operating and service instructions for the units shall be delivered with units. Manuals shall outline all necessary service and operating instructions for the units delivered and provide necessary warning and safety precautions.
- 3.2.6 **Warranty Requirements:** The units shall be warranted against defects in material and workmanship for a standard manufacturer’s warranty and shall cover 100% parts and labor for the units. Vendor shall furnish warranty and a list of warrantied repair companies to the Entity at time of delivery. The warranty begins on the date the units are determined to meet specifications and accepted by the Entity.

3.3 DELIVERY AND ACCEPTANCE

- 3.3.1 **Freight Charges:** Shipping shall be FOB destination; therefore, unit prices must include all shipping, handling, fuel surcharges, and delivery fees.
- 3.3.2 **Delivery Schedule:** Recommended delivery not to exceed sixty (60) calendar days from date of award; delivery terms may be a factor in determining award. Respondent must contact the Entity point of contact to schedule delivery date and time. Respondent shall provide a minimum of forty-eight (48) hours’ notice prior to delivery.

3.4 DELIVERY CONTACT(S): Respondent shall contact the Entity for delivery a minimum of one (1) week in advance to coordinate delivery.

Delivery Contact Name:	City Clerk
Phone:	409-938-9259
Email:	bids@cityoflamarque.org

3.5 REGISTRATION AND TITLING (when applicable): Permanent registration and titling will be performed by the Entity. **DO NOT REGISTER ITEM.** Respondent shall supply, as applicable, dealer’s tag for item for sixty (60) days from date of delivery. The original Certificate of Origin (COO) or Manufacturer’s Statement of Origin (MSO) as well as the most current version of TXDMV Form 130U or Application for Texas Title with signature shall be submitted with an invoice to the Entity.

3.6 DELIVERY DELAYS: If delay is foreseen, Respondent shall give written notice to the Entity and must keep the Entity advised of status of order at all times. Default in promised Delivery Days After Receipt of Order (ARO) without accepted reasons or failure to meet specifications authorizes the Entity to cancel contract/Purchase Order.

3.7 COMPLIANT PRODUCTS: Delivery does not occur until the Respondent delivers products, materials, or services in full compliance with the specifications to Entity's FOB destination, unless delivery is specifically accepted, in whole or in part, by the Entity. Providing products, materials, or services which do not meet all specification requirements does not constitute delivery. Entity reserves the right to require new delivery or a refund in the event that materials or products not meeting specifications are discovered after payment has been made. **NO SUBSTITUTIONS PERMITTED WITHOUT WRITTEN APPROVAL OF THE ENTITY.**

3.8 ACCEPTANCE: All equipment ordered will be subject to acceptance inspection and performance testing upon receipt. Acceptance inspection and performance testing will not take more than five (5) working days, weather permitting. Respondent will be notified within this time frame of any units not delivered in full compliance with the purchase order specifications. In the event the goods tested fail to meet or exceed all conditions and requirements of the solicitation and Contract, the goods will be rejected in whole or in part, at the State's Entity's option, and returned to the Vendor or held for disposition at the Vendor's expense. Latent defects may result in cancellation of the Contract at no expense to the Entity.

3.9 RECORD KEEPING

3.9.1 Respondents shall provide, enter, or upload all documentation, communications, and records including all permits, certifications, warranties, and approvals regarding all provided services/products as instructed by the Entity.

3.9.2 Respondents shall maintain records of all events that affect, or may be expected to affect the quality, scope, or progress of the services. All records shall be retained for a period of **five (5) years** following the closeout of the Entity's federal grant.

3.10 TERMS AND CONDITIONS

3.10.1 **Indemnity Clause** – The Respondent agrees to indemnify and save harmless the Entity and its officers, agents, and employees from any and all claims, causes or action, and damages of every kind, for injury to or death of any person and damages, to property arising out of or in connection with the work done by Respondent under this contract, and including acts or omissions of the Entity or its officers, agents, or employees in connection with said contract.

3.10.2 **Equal Opportunity Employer** – The successful Respondent shall warrant and agree that he/she is an Equal Opportunity Employer. Should complaints of any form of discrimination, either in dispensation of the service, or within company hiring policies be substantiated, this contract may be terminated immediately.

3.10.3 **Assignment** – The successful Respondent may not assign, sell, or otherwise transfer this contract without prior written consent of the Entity.

3.10.4 Compliance with Laws – The Respondent 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.

3.10.4.1 Additionally, all applicable local government codes for the State of Texas also apply to this contract. All equipment, supplies and work furnished under this contract shall comply with applicable laws, ordinances, and regulations. Respondent shall obtain and pay for such permits and inspections as are required for the legal performance of this work, unless otherwise specified. Respondent shall comply with all federal and state laws and Entity's ordinances and codes applicable to the Respondent's operation under this contract. These specifications and the contract resulting here shall be fully governed by the laws of the State of Texas and shall be fully performable in Galveston County, Texas, where venue for any proceeding arising hereunder will lie.

3.10.5 Silence of Specifications – The apparent silence of specifications as to any detail, or the apparent omission from it or a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality shall be used. All interpretations of specifications shall be made on the basis of this statement. The Respondent should request clarification from the Entity as specified in this document.

SECTION 4 – EVALUATION CRITERIA

4.1 RESPONSIVENESS OF QUALIFICATIONS SUBMISSION:

Pass/Fail

Qualifications submission shall be responsive to all material requirements that shall enable the evaluation committee to evaluate responses in accordance with the evaluation criteria to make a recommendation to Officials of the Entity.

4.2 FINANCIAL STABILITY OF RESPONDENT:

Pass/Fail

Financial stability of the Respondent to successfully undertake the project and the ability to ensure performance over the duration of the contract.

4.3 TECHNICAL REQUIREMENTS:

100 Points Total

Extent to which the provided service or products meets the needs of the Entity, including, but not limited to, the criteria in the evaluation matrix and in the submission requirements section and as expressed in this document.

4.4 EVALUATION CRITERIA AND RATING SHEET:

Solicitation responses shall be evaluated in accordance with Part 200 of the Uniform Administrative Requirements, Cost Principles, Audit Requirement, and Chapter 2269 of the Texas Government Code. The Entity will make the selection on the basis of demonstrated competence and qualifications; and to a Respondent that provides a fair and reasonable price.

The Entity evaluates the responses, prepares a Bid Tabulation sheet, determines the award on the basis of fair and reasonable pricing considered to be the Best Value to the Entity.

Only responses submitted in compliance with the **Schedule of Events + Response Requirements** section and meeting qualifications will be considered. Failure to submit the required information may be cause for rejection of the bid response. The Entity reserves the right to waive informalities and minor irregularities in bids received.

Initial Compliance Screening

The Entity will perform an initial screening of all solicitation responses received. Unsigned solicitation responses, and solicitation responses that do not meet the minimum qualifications above and/or do not include all required forms and information may be subject to rejection without further evaluation.

Additional Evaluation Criteria

All solicitations will be evaluated based on Responsiveness and Price. Responsiveness means adhering to the requested supplies' Terms and Conditions and specifications. If Respondent(s) who has the lowest price is deemed to be non-responsive, Entity will disqualify the offer and evaluate the response of the next lowest priced responsive Respondent.

Evaluation Process: *The Entity’s Evaluator(s) completes a Rating Sheet using the criteria described below. The bid submitted must be a firm-fixed price.*

Rating Sheet

EVALUATION CRITERIA	SCORE
Responsiveness of Proposal	Pass/Fail
Financial Stability	Pass/Fail
Understanding of Work; Experience and Qualifications	20
Capacity to Perform, Delivery/Service Schedule, and References	20
Pricing	60
TOTAL SCORE	100

SECTION 5 – RESPONSE SUBMISSION REQUIREMENTS

This section details the requirements for submitting all required information. Respondents are advised to see Schedule of Events + Response Requirements on Page 4 of this document, and to carefully review all the requirements and submit all documents and information as indicated in this IFB. Additional information may be requested for clarification. Incomplete responses may lead to a submission being deemed nonresponsive and will not be considered.

To ensure some degree of uniformity in the submission, please follow the outline listed below.

5.1 STATEMENT OF INTEREST

The statement of interest should be limited to a maximum of two (2) pages and must include a brief introduction of the company, a statement of the Respondent's understanding of the work to be performed and that the company meets and will comply with the requirements set forth in this document.

5.2 EXPERIENCE AND RELEVANT QUALIFICATIONS

Respondent shall demonstrate related professional qualifications, experience, and knowledge similar to this scope of work. Response should include information similar in scope and size to the scope of work in this IFB. Limit to four (4) pages. Minimum submission shall address the following:

5.2.1 Experience – Respondents shall provide a concise narrative description of their firm's experience in services similar in size and scope to the requested scope of services. Describe any work performed in or for the Entity. Respondents shall provide descriptions of at least three (3) projects of similar size and scope to this Program. Projects should include project location, duration and project description and scope of work the Respondent performed.

5.2.2 Relevant Qualifications – Respondents must provide a brief summary to include total number and types of employees, skills, knowledge and abilities, company background history, and number of years in providing similar services as outlined in this document.

5.3 CAPACITY TO PERFORM

Respondent should state its firm commitment to provide goods or services within the prescribed delivery date and time.

5.3.1 Work Capacity: Respondent shall provide information to demonstrate capacity to perform requested work. Respondents shall provide a detailed typical schedule to show sequence of key work activities and the number of days to complete each task.

5.4 FINANCIAL STABILITY

Respondent shall provide a statement that includes the following:

5.4.1 A full disclosure of any events, liabilities, or contingent liabilities that could affect Respondent's financial ability to perform this contract; and

5.4.2 Other financial information sufficient for the Entity, in its sole judgement, to determine if Respondent is financially solvent or adequately capitalized.

5.5 LEGAL ACTIONS

Provide a list of all pending litigation and include a brief description of the reason for legal action (if applicable).

5.6 PRICING

5.6.1 Respondents shall complete and submit the Pricing Sheet (see **Attachment B**).

5.6.2 Prices for all goods and/or services shall be all inclusive. Pricing offered shall be valid for ninety (90) days from response due date.

5.6.3 The Entity is exempt from taxes. DO NOT INCLUDE TAX IN YOUR PRICING SUBMITTAL.

- 5.6.4 Estimated Quantities – Quantities indicated are estimated based upon the best available information. The Entity reserves the right to increase or decrease the quantities by any amount deemed necessary to meet its needs without any adjustments in the bid price.

LIST OF EXHIBITS

EXHIBIT A PROJECT SCOPE OF WORK

EXHIBIT B REQUIRED CONTRACT PROVISIONS

**EXHIBIT C OTHER RELEVANT INFORMATION/SPECIAL
CONDITIONS**

EXHIBIT A – PROJECT SCOPE OF WORK

1. General Requirements:

- All prices must be all-inclusive, covering all costs such as shipping, handling, fuel surcharges, delivery fees, and any other related expenses. No additional costs beyond the quoted price will be accepted.
- Vendors are required to ensure that the tools are of the highest quality, meeting all applicable industry standards for safety, performance, and durability.
- All rescue tools must be new, not refurbished, and fully operational upon delivery. Used or reconditioned equipment will not be accepted.
- Vendors must include warranty details for each piece of equipment and clearly state the length of coverage and what components are covered under the warranty.

2. Item Descriptions and Quantities:

Vendors must provide detailed descriptions and pricing for the following items. The specifications listed are baseline requirements; alternative brands or equivalent equipment may be considered if they meet or exceed these specifications. Vendors must submit complete descriptive information for alternative brands, including technical specifications and product brochures.

Item	Description	Quantity	Unit of Measure
1	Hydraulic Rescue Tool	3	EACH
2	Spreader(s): Capable of spreading heavy metal and wreckage	3	EACH
3	Battery(s): Compatible with tools and offering sufficient runtime for sustained emergency operations	12	EACH
4	Cutter(s): Designed for cutting through steel and other materials found in vehicle extractions.	3	EACH
5	Battery Charger(s): Capable of charging all included batteries for portable operation	3	EACH
6	Shipping (Total for all equipment)		TOTAL
7	Warranty(s): Must list the warranty length and coverage for each item		TOTAL
8	Delivery Location		5715 Texas AveLa Marque, TX 77568
9	Delivery Schedule: Specify the number of calendar days for delivery after receipt of the order		60 Calendar Days

3. Equipment Specifications and Requirements:

1. Spreader(s):

- Must be designed to withstand heavy-duty use in emergency scenarios, particularly in vehicle extrication.
- Electro-hydraulic, self-contained, does not require an external hydraulic source.
- Maximum spreading force: 147,924 lbf (658 kN).
- Spreading distance: 28.7 in (730 mm).
- Pulling distance: 22.4 in (569 mm).
- Weight: 43.6 lbs (19.8 kg) excluding power supply.
- Must meet NFPA 1936; 2020 Edition standards.
- Capable of underwater operation up to 11 feet.
- Must be capable of providing precision and control during operations, including spreading, squeezing, and pulling.
- Portable, battery-operated preferred, or compatible with a mobile power unit.

2. Cutter(s):

- Must have a cutting capability of up to 1.65 in (42 mm) diameter round stock steel.
- Maximum cutter opening: 8.07 in (205 mm).
- Operating pressure: 10,000 psi (70 MPa).
- Weight: 49.6 lbs (22.5 kg) excluding power supply.
- Must meet NFPA 1936; 2020 Edition standards.
- Capable of underwater operation up to 11 feet.
- Must be capable of cutting through high-strength steel, such as that found in modern vehicle frames.
- Blade design must ensure sharpness and durability under repeated heavy use.
- The cutting tool must have sufficient power to perform multiple cuts per operation cycle.
- Battery-powered or compatible with the provided power system, offering portability and flexibility in various rescue scenarios.

3. Battery and Charging Systems:

- Batteries must be high-capacity and designed for heavy usage, with sufficient power to operate tools in emergency situations.
- Chargers must allow simultaneous charging of multiple batteries to ensure tools are ready for extended operations.
- The battery system should be portable, allowing the tools to operate independently of an external power source for field use.
- Must be compatible with both the cutter and spreader.
- Capable of powering tools underwater up to 11 feet.
- Minimum battery options: 5Amp/25.2V or 9Amp/25.2V.
- Must be capable of charging all provided batteries.
- Provide real-time awareness of battery charge levels.

4. Warranty:

- The vendor must provide a comprehensive warranty for all equipment. The warranty must cover defects in materials and workmanship.
- Warranty must include on-site repairs and/or replacements for any faulty equipment at no additional cost to the Entity.

5. Safety and Compliance:

- All tools must comply with applicable safety standards, including OSHA and NFPA standards for rescue equipment.
- Equipment must be safe for use by trained emergency personnel and must not require excessive force to operate.
- Vendors must provide training documentation, including user manuals and safety guidelines for each tool.
- All tools must comply with the latest edition of NFPA 1936 and must be certified by a third-party testing agency.
- Tools must meet safety standards to ensure safe operation by rescue personnel, including features such as:
 - Non-interflow shear seal "dead man" actuator to stop the tool when not actively controlled.
 - Pressure relief valves to prevent over-pressurization.
 - High-visibility markings for ease of use in poor lighting conditions.

6. Training:

- Vendors are required to provide training for the Entity's emergency personnel in the proper use, maintenance, and troubleshooting of all supplied equipment.
- Training should include both in-person demonstrations (if applicable) and comprehensive user manuals or online training modules.
- The vendor must also include a maintenance schedule and guidelines to ensure equipment remains in operational condition.

4. Delivery Location:

La Marque Fire Rescue
5715 Texas Ave.
La Marque, TX 77568

5. Delivery Schedule:

- Vendors must specify the number of calendar days required for delivery after receiving the order. Delivery must be completed within 60 calendar days of order receipt, though early delivery will be viewed favorably during bid evaluations.

- The delivery of all tools and equipment must include a full inventory check upon arrival at the specified location. All components, tools, and accessories must be included in the delivery.

6. Additional Instructions:

- **Alternative Brands:** Proposals on brands of like nature and quality will be considered if proposing other than the referenced brands/model numbers. Vendors must provide complete descriptive information about the product offered in the response.
- **Standards and Certifications:** All equipment must meet applicable safety standards and regulations. Vendors must submit documentation that certifies the tools' compliance with relevant safety standards (e.g., OSHA, NFPA).
- **Inspection and Acceptance:** All equipment will be subject to inspection upon delivery. The Entity reserves the right to reject any equipment that does not meet the agreed specifications or shows defects.
- **Payment Terms:** Payment will be made after delivery and inspection of the equipment. Vendors must submit an invoice along with a signed delivery receipt.

EXHIBIT B – 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
	2 CFR 200 Appendix II (A-L)		
>\$250,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908 , must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.	2 CFR 200 APPENDIX II (A)	Contractor RFP/IFB Contractor RFQ Subrecipients
>\$10,000	All contracts in excess of \$10,000 must address termination for cause and for convenience by the Non-Federal entity including the manner by which it will be affected and the basis for settlement.	2 CFR 200 APPENDIX II (B)	Contractor RFP/IFB Contractor RFQ Subrecipients
None	Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." 41 CFR 60-1.4 Equal opportunity clause. (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: 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: During the performance of this contract, the contractor agrees as follows: (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment	2 CFR 200 APPENDIX II (C) and 41 CFR §60-1.4(b)	Contractor RFP/IFB Contractor RFQ Subrecipients

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	advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin. (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information. (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. (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. (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. (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. (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: 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. 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		

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	or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. 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. 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.		
>\$10,000,000 for ARPA but State Provision Applies at any amount and/or >\$2,000 for CDBG/Braided Funds Projects See TX Prevailing Wage Laws	Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$10,000,00 awarded by Non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The Non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The Non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Non-Federal entity must report all suspected or reported violations to the Federal awarding agency.	2 CFR 200 APPENDIX II (D)	Contractor RFP/IFB Subrecipients
>\$100,000	Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the Non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a	2 CFR 200 APPENDIX II (E)	Contractor RFP/IFB Subrecipients

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	standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open 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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	See 2 CFR §200.323 - Procurement of Recovered Materials. 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. 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. 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— 1. Competitively within a timeframe providing for compliance with the contract performance schedule; 2. Meeting contract performance requirements; or 3. At a reasonable price. ii. Information about this requirement, along with the list of EPA-designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program. iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the “Solid Waste Disposal Act.”	2 CFR 200 APPENDIX II (J)	Contractor RFP/IFB Contractor RFQ Subrecipients
	See 2 CFR §200.216 - Prohibition on certain telecommunications and video surveillance services or equipment (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (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). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (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	2 CFR 200 APPENDIX II (K)	Contractor RFP/IFB Contractor RFQ Subrecipients

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	owned or controlled by, or otherwise connected to, the government of a covered foreign country. (b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. (c) See Public Law 115-232, section 889 for additional information. (d) See also § 200.471.		
	See 2 CFR §200.322 - Domestic Preferences for Procurements. (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. (b) For purposes of this section: (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. (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.	2 CFR 200 APPENDIX II (L)	Contractor RFP/IFB Contractor RFQ Subrecipients
	Additional 2 CFR 200 references & Other Regulations		
None	The Federal awarding agency must establish conflict of interest policies for Federal awards. The Non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.	2 CFR 200.112	Contractor RFP/IFB Contractor RFQ Subrecipients
None	Contracting with HUB, small and minority businesses, women’s business enterprises, and labor surplus area firms. (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. (b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women’s business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;	2 CFR 200.321	Contractor RFP/IFB Contractor RFQ Subrecipients

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	(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.		
>\$10,000	An NFE (Non-Federal Entity) that is a state agency or an agency of a political subdivision of a state, and the NFE's contractors must comply with Section 6002 of the Solid Waste Disposal Act. Applicable NFEs must include a contract provision requiring compliance with this requirement. This includes contracts awarded by a state agency or political subdivision of a state and its contractors for certain items, as designated by the EPA, with a purchase price greater than \$10,000. Indian Tribal Governments and nonprofit organizations are not required to comply with this provision. Additional requirements are listed below.	2 CFR 200.323	Contractor RFP/IFB Contractor RFQ Subrecipients
None	Financial records, supporting documents, statistical records, and all other Non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon Non-Federal entities. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations. The only exceptions are the following: (a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations. (b) When the Non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period. (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition. All records related to ARPA shall be maintained for 5 years per the ARPA terms and conditions and regulations. (d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the Non-Federal entity All records related to ARPA shall be maintained for 5 years per the ARPA terms and conditions and regulations. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations. (e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the Non-Federal entity's fiscal year in which the program income is earned. (f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting	2 CFR 200.334	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors

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	computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates). (1) <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. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations. (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. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations.		
None	The Federal awarding agency and the Non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the Non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not 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.	2 CFR 200.336	Contractor RFP/IFB Contractor RFQ Subrecipients
None	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.	Texas Government Code 2252.152	Contractor RFP/IFB Contractor RFQ Subrecipients
>\$100,000	PROVISION REQUIRED IN CONTRACT. (a) This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.	Texas Government Code 2271	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
For Critical Infrastructure Projects	PROHIBITION ON CONTRACTS WITH CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE. PROHIBITED CONTRACTS. (a) A governmental entity may not enter into a contract or other agreement relating	Texas Government Code, Title 10, Subtitle F, Chapter 2274.0102	Subrecipients EC 6.1 Awardees

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	to critical infrastructure in this state with a company: (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 (2) if the governmental entity knows that the company is: (A) owned by or the majority of stock or other ownership interest of the company is held or controlled by: (i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; or (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 (B) headquartered in China, Iran, North Korea, Russia, or a designated country. (b) The prohibition described by Subsection (a) applies regardless of whether: (1) the company's or its parent company's securities are publicly traded; or (2) the company or its parent company is listed on a public stock exchange as: (A) a Chinese, Iranian, North Korean, or Russian company; or (B) a company of a designated country.		
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
ARPA Terms & Conditions			
ARPA Terms, Conditions, & Records	1. Use of Funds. a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing. 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.	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.	Subrecipients

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		117-2; Section 602(b), 603(b) and/or 603(c) as applicable	
ARPA Terms, Conditions, & Records	4. Maintenance of and Access to Records 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. 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. 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.	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	5. Pre-award Costs. Pre-award costs, as defined in 2 CFR § 200.458, may not be paid with funding from this award.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.	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	7. Cost Sharing. Cost sharing or matching funds are not required to be provided by 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	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.	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	9. Compliance with Applicable Law and Regulations. 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. b. Federal regulations applicable to this award include, without limitation, the following: 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	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
	exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award. ii. Universal Identifier and System for Award Management (SAM), 2 CFR Part 25, pursuant to which the award term set forth in Appendix A to 2 CFR Part 25 is hereby incorporated by reference. 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. 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. 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. vi. Governmentwide Requirements for Drug-Free Workplace, 31 CFR Part 20. vii. New Restrictions on Lobbying, 31 CFR Part 21. viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations. ix. Generally applicable federal environmental laws and regulations. c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following: i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury’s implementing regulations at 31 CFR Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance; ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability; iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance; iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury’s implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and 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.		
ARPA Terms, Conditions, & Records	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.	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	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.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c)	Subrecipients

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	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
	management; v. An authorized official of the Department of Justice or other law enforcement agency; vi. A court or grand jury; or vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct. 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.		
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 C: OTHER RELEVANT INFORMATION/SPECIAL CONDITIONS

This section outlines additional relevant information and special conditions that bidders must be aware of when submitting their proposals for the procurement of rescue tools. These conditions are supplementary to the main requirements outlined in the Scope of Work and are critical to the successful execution of the project.

1. Regulatory Compliance

- All rescue tools must meet or exceed applicable federal, state, and local regulations for emergency equipment, including, but not limited to:
 - **National Fire Protection Association (NFPA) standards:** Specifically, NFPA 1936, which covers the standard on powered rescue tools.
 - **Occupational Safety and Health Administration (OSHA) requirements:** Ensuring safety for both users and maintenance personnel.
 - **State and Local Emergency Services Standards:** All tools must comply with any additional state or local requirements for emergency rescue tools.
- Vendors must provide documentation certifying compliance with these standards and any other relevant regulations.

2. Insurance and Liability

- The selected vendor must carry adequate insurance coverage, including:
 - **General Liability Insurance:** Minimum of \$1,000,000 per occurrence.
 - **Workers' Compensation Insurance:** Covering all employees involved in the delivery, setup, and maintenance of the rescue tools.
 - **Product Liability Insurance:** Covering any defects or malfunctions of the rescue tools for a minimum of \$1,000,000 per claim.
- Proof of insurance must be provided with the bid submission. The Entity must be named as an additional insured on the vendor's policies.

3. Bonding Requirements

- Depending on the size and complexity of the project, the Entity reserves the right to require:
 - **Performance Bond:** A performance bond of 100% of the contract value to ensure successful completion of the project, including delivery, installation, and training.
 - **Payment Bond:** A payment bond to guarantee payment for subcontractors, suppliers, and laborers involved in the project.
- Vendors must disclose their bonding capacity and provide proof if requested.

4. Delivery and Installation

- **Delivery Location:** All equipment must be delivered to the specified location at:
La Marque Fire Rescue
5715 Texas Ave
La Marque, TX 77568

- **Delivery Timeline:** Delivery is expected to be completed within 60 calendar days from the date of order receipt. Failure to meet the delivery schedule may result in penalties or contract termination.
- **Installation and Setup:** Vendors are responsible for ensuring that all tools are fully operational upon delivery. This includes conducting any necessary setup or installation and testing to confirm the functionality of all equipment. Any associated costs for setup and testing should be included in the bid.

5. Training Requirements

- The vendor must provide comprehensive training to designated personnel at La Marque Fire Rescue on the proper use, safety protocols, and maintenance of the rescue tools.
- Training should be hands-on and include a detailed user manual and quick reference guides for the tools.
- The vendor must offer a follow-up training session within 60 days of initial delivery to address any operational questions that may arise after the first use.
- Training should also include guidance on regular maintenance to ensure equipment longevity and optimal performance.

6. Warranty and Support

- Vendors must provide a detailed warranty for each item of equipment, covering both parts and labor. The minimum required warranty periods are as follows:
 - **Tools:** Minimum 3 years warranty.
 - **Batteries:** Minimum 2 years warranty.
 - **Chargers:** Minimum 2 years warranty.
- The warranty must cover any manufacturing defects, equipment failure under normal operation, and related repairs or replacements.
- The vendor must provide information on how to access support services, including maintenance and repair procedures, during the warranty period.
- Vendors are encouraged to offer extended warranty options as part of their proposal.

7. Inspection and Acceptance

- Upon delivery, all equipment will be subject to inspection by Entity personnel to ensure compliance with the provided specifications.
- The Entity reserves the right to reject any equipment that does not meet the required specifications or is found to be defective upon inspection.
- Payment will only be made upon successful inspection and acceptance of all equipment.

8. Contract Amendments

- Any changes to the scope of work, specifications, or conditions in this contract must be made in writing and approved by both parties.
- The Entity reserves the right to request additional equipment, modifications, or upgrades during the course of the contract, with agreed-upon costs and timelines.

9. Force Majeure

- Neither party shall be held liable for any failure to perform under the contract if the failure is caused by events beyond their reasonable control, including, but not limited to, natural disasters, war, acts of terrorism, labor strikes, or other unforeseen circumstances. In such cases, the vendor must promptly notify the Entity in writing of the delay and propose an alternative schedule for performance.

10. Equal Opportunity and Non-Discrimination

- The vendor must comply with all applicable federal, state, and local laws regarding non-discrimination and equal opportunity in employment and service delivery.
- The vendor must ensure that no employee or applicant for employment is discriminated against based on race, color, religion, sex, national origin, age, disability, or any other protected status.

11. Permits and Licenses

- The vendor is responsible for obtaining and maintaining any permits, licenses, or approvals required to carry out the work outlined in this contract. This includes any transportation permits needed for the delivery of equipment.

12. Termination for Default

- The Entity reserves the right to terminate the contract in the event the vendor fails to meet delivery deadlines, fails to perform as outlined in the contract, or breaches any terms or conditions of the contract.
- In the case of termination for default, the vendor will be liable for any additional costs incurred by the Entity to complete the contract with another provider.

13 Evaluation Criteria *Also Reference Section 4 of this IFB*:

- Proposals will be evaluated based on the following factors:
- Compliance with the scope of work and technical specifications.
- Quality and reliability of the proposed equipment.
- Cost-effectiveness, including the overall price and warranty coverage.
- Delivery schedule and ability to meet the specified timelines.
- Vendor's experience and references, particularly in supplying rescue tools to emergency services

ATTACHMENTS

THE FOLLOWING DOCUMENTS MUST BE COMPLETED AND INCLUDED IN THE RESPONSE PACKAGE:

1. ATTACHMENT A SIGNED SOLICITATION RESPONSE COVER SHEET/ACKNOWLEDGEMENT OF ADDENDA/SUBMISSION CHECKLIST
2. ATTACHMENT B PRICING SHEET
3. ATTACHMENT C SYSTEM FOR AWARD MANAGEMENT (SAM.GOV) RECORD SEARCH
4. ATTACHMENT D CUSTOMER/CLIENT REFERENCES
5. ATTACHMENT E CERTIFICATE OF INSURANCE (IF APPLICABLE)
6. ATTACHMENT F ETHICS AND CONFLICT OF INTEREST ACKNOWLEDGEMENT (OPTIONAL)
8. ATTACHMENT G TEXAS ETHICS COMMISSION CERTIFICATE OF INTERESTED PARTIES (FORM 1295)
9. ATTACHMENT H CONFLICT OF INTEREST QUESTIONNAIRE (FORM CIQ)
10. ATTACHMENT I DISCLOSURE OF LOBBYING ACTIVITIES SF-LLL CERTIFICATION
11. ATTACHMENT J BIDDER'S CERTIFICATION
12. ATTACHMENT K NON-COLLUSION AFFIDAVIT

ATTACHMENT A:

SOLICITATION RESPONSE COVER SHEET/ACKNOWLEDGMENT OF ADDENDA/SUBMISSION CHECKLIST

Title of Solicitation:	
Name of Respondent:	
Company:	
Mailing Address:	
City, State, Zip:	
Phone Number:	
Company Contact Email Address:	
Texas Vendor ID Number:	
EIN/Federal Tax Identification Number:	

ACKNOWLEDGEMENT OF ADDENDA

ADDENDUM NO.	DATE ISSUED

☐ Please check this box if no addenda were issued.

ATTACHMENT A (CONTINUED)

SOLICITATION RESPONSE COVER SHEET/ACKNOWLEDGMENT OF ADDENDA/ SUBMISSION CHECKLIST

This checklist is provided for the Respondent's use in assuring compliance with required documentation; however, it does not include all specification requirements and does not relieve the Respondent of the need to read and comply with the specifications. Your submittal of the documents attests to the fact that you have read and/or included the documents with your response.

SUBMISSION CHECKLIST

CHECK FOR COMPLETION	DOCUMENTS REQUIRED FOR SUBMISSION
☐	A. Solicitation Response Cover Sheet/Acknowledgement of Addenda/Submission Checklist
☐	B. Pricing Sheet
☐	C. System for Award Management (SAM.gov)
☐	D. Customer/Client References
☐	E. Certificate of Insurance
	F. Ethics and Conflict of Interest Acknowledgement (Optional)
N/A	G. Texas Ethics Commission Certificate of Interested Parties (Form 1295) (This is a sample and is only required to be completed by the Respondent selected for award.)
☐	H. Conflict of Interest Questionnaire (Form CIQ)
☐	Please check this box if the Respondent does not identify a conflict of interest and therefore, will not be submitting the Conflict of Interest Questionnaire Form CIQ.
☐	I. Disclosure of Lobbying Activities SF-LLL Certification (Required for all bids exceeding \$100,000)
☐	Please check this box if the bid does not exceed \$100,000.
☐	J. Bidder's Certification
☐	K. Non-Collusion Affidavit
☐	

The Respondent's authorized agent must sign this document to acknowledge having read this solicitation carefully and completely, including the list of addenda, and that the information submitted is true and correct.

AUTHORIZED AGENT NAME:	
AUTHORIZED SIGNATURE:	
TITLE OF AUTHORIZED AGENT:	
DATE OF SIGNATURE:	

ATTACHMENT B: PRICING SHEET

Respondent shall complete and submit the following pricing sheet with the bid response package. The Entity reserves the right to make an award on the basis of low bid in the interest of the Entity and to reject any and all bid items in the sole discretion of the Entity.

ITEM	DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENSION
1	Entity should enter the description and quantity of the services/products as contained in the Scope of Work in Exhibit A			\$	\$
2				\$	\$
3				\$	\$
4				\$	\$
5				\$	\$
TOTAL FIRM FIXED PRICE					\$
6	DELIVERY – Number of calendar days for delivery after receipt of the order:			60 Calendar Days	
Name of Firm:					
IFB #:					
IFB Name:					

AUTHORIZED AGENT – SIGNATURE AND CONTACT INFORMATION

The Respondent's authorized agent must sign this document to acknowledge they read this solicitation carefully and completely, and the information submitted is true and correct.

SIGNATURE OF AUTHORIZED AGENT:	
PRINTED NAME OF AUTHORIZED AGENT:	
TITLE OF AUTHORIZED AGENT:	
DATE OF SIGNATURE:	

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

This project is funded by Coronavirus State and Local Fiscal Recovery Funds which requires all contractors and vendors to be in good standing according to SAM.gov and the Texas State Comptroller's office.

Verification of SAM.gov Status

1. Respondent must not be suspended or debarred at the time of the proposal submittal. The proposal response package must include a completed Non-Debarment Certification Form located **on the next page** herein.
2. All Respondents must be pre-vetted for eligibility to perform the outlined ARPA funded scope of work. A printed screenshot from the SAM.gov website verifies whether the Vendor is excluded from contract participation at the federal level.

Contract Award

The ARPA Award Recipient must verify the SAM.gov status of the Respondent(s) selected for contract award prior to execution of the contract as stated in the Non-Debarment Certification Form. The final verification of the Respondent's SAM.gov status is completed prior to contract award, and in addition to the initial verification documentation provided with the proposal response submittal.

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

NON-DEBARMENT CERTIFICATION FORM

COMPANY/ENTITY LEGAL NAME:

STREET ADDRESS:

CITY:

STATE:

ZIP:

CONTACT NAME:

CONTACT EMAIL:

CONTACT PHONE:

*UEI #

**TIN #

*Subrecipients are required to have a Unique Entity Identifier (UEI) Number prior to an award. 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. **Beneficiary Entities are required to have UEI and/or TIN.

APPLICABLE REGULATIONS: As stated in the ARPA/SLFRF Terms & Conditions: "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."

Also, Federal Executive Order (E.O.) 12549: "Debarment" 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: www.sam.gov

Be advised that we may pursue available remedies per 2 CFR 180.360 as an ARPA recipient entity: "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."

[INITIAL]

CERTIFICATION & SIGNATURE

We hereby certify that we are not excluded, disqualified, or debarred from receiving federally funded awards.

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 this agreement's termination and/or the repayment of funds.

Your signature certifies that the information provided on this form is correct and 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.

SIGNATURE

PRINTED NAME & TITLE

DATE

FOR DEPARTMENT USE ONLY

SAM Debarment/Certification Record of Clearance

Yes [] No []

Note:

State of Texas Debarred Vendor List Cleared

Yes [] No []

Note:

Verified By:

Yes [] No []

Date:

ATTACHMENT D: CUSTOMER/CLIENT REFERENCES

Respondents shall use Attachment D to describe a minimum of three (3) and maximum of five (5) references for jobs, and corresponding references, completed within last five (5) years.

Respondent's Name: _____

The references shall illustrate recent experience successfully completing work of a similar nature and scope as the work described in this IFB. This form may be modified as needed to comply with the requirement to document company information. ***Failure to return this attachment (or a reasonable facsimile) may result in the proposal being considered non-responsive. Failure to provide references may result in the proposal being considered non-responsive.***

REFERENCE 1:

Company Name:	
Company Address:	
Contact Name/Title/Phone:	
Contact Email:	
Contract Award Date:	
Contract Completion Date:	
Contract Project Name:	
Brief Description of Services:	

REFERENCE 2:

Company Name:	
Company Address:	
Contact Name/Title/Phone:	
Contact Email:	
Contract Award Date:	
Contract Completion Date:	
Contract Project Name:	
Brief Description of Services:	

REFERENCE 3:

Company Name:	
Company Address:	
Contact Name/Title/Phone:	
Contact Email:	
Contract Award Date:	
Contract Completion Date:	
Contract Project Name:	
Brief Description of Services:	

REFERENCE 4:

Company Name:	
Company Address:	
Contact Name/Title/Phone:	
Contact Email:	
Contract Award Date:	
Contract Completion Date:	
Contract Project Name:	
Brief Description of Services:	

REFERENCE 5:

Company Name:	
Company Address:	
Contact Name/Title/Phone:	
Contact Email:	
Contract Award Date:	
Contract Completion Date:	
Contract Project Name:	
Brief Description of Services:	

ATTACHMENT E: CERTIFICATE OF INSURANCE
(PROPOSAL RESPONDER SUPPLIES INSURANCE WITH THE PROPOSAL PACKAGE)

INSURANCE REQUIREMENTS

If requested, the Respondent shall supply an original, certified copy of an insurance certificate listing **the Entity** as additional insured. The successful Respondent will be required to maintain, at all times during performance of the contract, the insurance detailed below. Failure to provide this insurance certificate within the specified amount of time may result in disqualification of bid.

- a. Workers' Compensation Insurance as required by laws and regulations applicable to and covering employees of Contract engaged in the performance of the work under this agreement with a limit of not less than \$1,000,000.00.
- b. Employers' Liability Insurance protecting Responder against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master-servant relationship with a limit of not less than \$1,000,000.00.
- c. Comprehensive General Liability Insurance including products/completed operation with limits of liability of not less than: Bodily Injury \$1,000,000.00 per each person, \$2,000,000.00 per each occurrence/aggregate; Property Damage \$1,000,000.00 per each occurrence;
- d. Excess Liability Insurance Comprehensive General Liability, Comprehensive Automobile Liability and coverages afforded by the policies above, with the minimum limits of \$1,000,000.00 excess of specified limits.

ATTACHMENT F: ETHICS AND CONFLICT OF INTEREST ACKNOWLEDGEMENT

Public servants are expected to conduct themselves impartially and in a manner that inspires public confidence while ensuring that responsible contractors have fair and equal access to governmental procurement.

The City of La Marque is committed to the protection of government integrity while also facilitating the recruitment and retention of the skilled personnel necessary to support its operations. To achieve this objective, The City of La Marque has established standards of ethical conduct and conflict of interest policies and expects all vendors, contractors, and subrecipients to adhere to the same core principles as described below.

To achieve these standards, it is essential that those doing business with the City of La Marque also observe the ethical standards prescribed here.

I acknowledge that it is a breach of ethics to attempt to influence any public employee, elected official, or department head to violate the standards of ethical conduct set forth in this code.

I further acknowledge that it is a breach of ethics for any employee of the City of La Marque or a vendor doing business with the City of La Marque to participate directly or indirectly in a procurement when the employee or vendor knows that:

- A. The employee or any member of the employee's immediate family or household has a substantial financial interest in a company responding to the City of La Marque procurement.
- B. A business or organization in which the employee or any member of the employee's immediate family has a financial interest pertaining to the procurement.

I understand that it is a breach of ethics to offer, give, or agree to give any employee of the City of La Marque, or for any employee to solicit, demand, accept, or agree to accept from a vendor, a gratuity of consequence or any offer of employment in connection with any decision, approval, disapproval, recommendation, preparation, or any part of a program requirement or purchase request influencing the content of specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or controversy, any particular matter pertaining to any program requirement, contract or subcontract, or to any solicitation or proposal, therefore, pending before City of La Marque.

I acknowledge that it is a breach of ethics for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the City of La Marque as an inducement for the award of a contract or order.

I certify that I have read and understand the ethical standards set forth by the City of La Marque and agree to comply with them in all business dealings with the City of La Marque

SIGNATURE, VENDOR AUTHORIZED REPRESENTATIVE

COMPANY

PRINTED NAME, TITLE

DATE

(TO BE COMPLETED BY THE AWARDED VENDOR PRIOR TO CONTRACT EXECUTION)

Form provided by Texas Ethics Commission

ATTACHMENT H: CONFLICT OF INTEREST QUESTIONNAIRE (FORM CIQ)

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.	OFFICE USE ONLY 	
1 Name of vendor who has a business relationship with local governmental entity.		
2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
3 Name of local government officer about whom the information is being disclosed. Name of Officer		
4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary. A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor? ☐ Yes ☐ No B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity? ☐ Yes ☐ No		
5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.		
6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).		
7 Signature of vendor doing business with the governmental entity Date		

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

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

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

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

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

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

- (2) the vendor:

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

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

or

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

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

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

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

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

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

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

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

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

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

- (1) the date that the vendor:

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

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

- (2) the date the vendor becomes aware:

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

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

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

ATTACHMENT I: DISCLOSURE OF LOBBYING ACTIVITIES
SF-LLL 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 of Lobbying Activities," in accordance with its instructions.
- (c) The undersigned shall require that the language in paragraphs (a) and (b) 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, _____ (insert business name), 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	
NAME OF AUTHORIZED AGENT	
TITLE OF AUTHORIZED AGENT	
DATE	

DISCLOSURE OF LOBBYING ACTIVITIES – INSTRUCTIONS

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

1. Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. Status of Federal Action: ☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award	3. Report Type: ☐ a. initial filing ☐ b. material change
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, <i>if known:</i> Name: Street Address: City, State, Zip: Congressional District, if known:		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Name: Street Address: City, State, Zip: Congressional District, if known:
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, <i>if applicable:</i> _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10a. Name and Address of Lobbying Registrant Name (First, MI, Last): Street Address: City, State, Zip:	10b. Individuals Performing Services <i>(including address if different from No. 10a)</i> Name (First, MI, Last): Street Address: City, State, Zip:	
11. Information requested through this form is authorized by Title 31 U.S.C., Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. Signature: _____ Name: _____ Title: _____ Telephone: _____ Date: _____		
Federal Use Only		Authorized for Local Reproduction Standard Form – LLL (Rev. 7-97)

ATTACHMENT J: BIDDER'S CERTIFICATION

In accordance with Texas Government Code Sections 2252.001 through 2252.004 (relating to bids by nonresident contractors), the pertinent portion of the Act has been extracted and is as follows:

1. "Nonresident bidder" refers to a person who is not a resident.
2. "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the greater of the following:

1. the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located; or
2. the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which a majority of the manufacturing relating to the contract will be performed.

I certify that _____ (Company Name) is a

☐ **Resident bidder of Texas** as defined in Section 2252.001(4), Texas Government Code,

OR

☐ **Nonresident bidder** as defined in Section 2252.001(3), Texas Government Code, and our principal place of business is located at _____ (City and State).

Note: If the Respondent is an out-of-state company, a Certificate of Authority from the Secretary of State to do business in Texas must be provided.

SIGNATURE	
NAME OF AUTHORIZED AGENT	
TITLE OF AUTHORIZED AGENT	
DATE	

ATTACHMENT K: NON-COLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT

STATE OF TEXAS §
 §
COUNTY OF _____ §

By the signature below, the signatory for the bidder certifies that neither he/she 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 _____ on
the _____ day of _____, 20_____ on behalf of said bidder.

Notary Public in and for the
State of Texas

My commission expires: _____

APPENDIX I – SAMPLE CONTRACT

SAMPLE CONTRACT – INVITATION FOR BID NON-CONSTRUCTION ONLY

ENTITY NAME

AMERICAN RESCUE PLAN ACT (ARPA) PROGRAM GENERAL SERVICES, SUPPLIES, AND/OR EQUIPMENT CONTRACT

Vendor Name	Vendor Name
Vendor Unique Entity Identifier (UEI) if available	XXXXXXXXXXXXXXXX
Period of Performance Start Date	August 8, 2023
Period of Performance End Date	August 30, 2026
Amount of Federal Funds Obligated by this Agreement	\$000,000
Assisted Listing Number (ALN) # 21.027	FAIN #

INTRODUCTION

THIS CONTRACT for General Services, Supplies, and/or Equipment (“Contract”) is made and entered into this [Date], by and between [Client Name], Texas, hereinafter referred to as the “Entity” and [Vendor Name], hereinafter referred to as the “Vendor.” Entity and Vendor are sometimes each referred to as a “Party” and collectively “Parties.”

The following recitals are incorporated in and made a part of this Contract.

WHEREAS, on March 11, 2021, President Biden signed the U.S. Senate-amended H.R. 1319 (P.L. 117-2) known as the American Rescue Plan Act (hereinafter “ARPA”); and

WHEREAS, under ARPA Section 603 (c)(1)(A) and (3) and the Final Rule 31 CFR 35.6, recipients may use Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) to allocate funds for the provision of government services and/or make necessary investments in water, sewer, and broadband infrastructure; and

WHEREAS, the Entity has determined that it has the objective of providing services to its residents; and

WHEREAS, the Entity has been awarded ARPA funds by the U.S. Department of the Treasury (“Treasury”) which have been distributed to the Entity from ARPA for covered costs and eligible expenses to be incurred during the period which began on March 3, 2021 (the date ARPA became law) until December 31, 2024 (to be fully expended by December 31, 2026); and

WHEREAS, the Entity desires to disburse funds to the Vendor to perform certain services or provide certain supplies or equipment in connection therewith as set forth in this Contract and in the Scope of Services attached hereto; and

WHEREAS, Vendor has represented to the Entity that it is duly qualified, eligible, and willing to provide the services identified herein and in the Scope of Services attached hereto.

NOW, THEREFORE, in consideration of the foregoing recitals and the terms and conditions set forth herein, the Parties hereto do mutually agree as follows:

SECTION 1. CONTRACT ADMINISTRATION

SECTION 1.1 CONTACT INFORMATION & NOTICES

For the purposes of this Contract, the Entity's Representative listed below will serve as the primary point of contact for the Vendor. All required reports and communication shall be directed to this liaison and other local personnel as appropriate. The Vendor shall designate a Representative to act on Vendor's behalf for all purposes, including execution of Change Orders and Requests for Payment.

Any notice or communication required or permitted to be given under this Contract must be in writing. The initial contact information of the parties, which one party may change by giving written notice to the other party, are as follows:

Entity Name		Vendor Name	
Entity Address 1		Vendor Address 1	
Entity Address 2		Vendor Address 2	
Entity Representative for Project		Vendor Representative for Project	
Name		Name	
Title		Title	
Phone		Phone	
Email		Email	
Entity Billing Contact		Vendor Billing Contact	
Name		Name	
Title		Title	
Phone		Phone	
Email		Email	

SECTION 1.2 PARTS INCORPORATED

Parts Incorporated. In addition to the Exhibits identified below which are incorporated into this Contract, it is understood and agreed that additional terms of this Contract are to be performed in accordance with the proposal documents (scope of work, images, and specifications), submitted proposal response and related exhibits, affidavits, addendums, statutory requirements, and the ARPA Terms & Conditions.

Exhibits

Exhibit A1	Scope of Work
Exhibit A2	Payment & Pricing Schedule
Exhibit A3	Request for Payment
Exhibit B	ARPA Required Contract Provisions
Exhibit C	Other Relevant Information/Special Conditions for Construction
Exhibit D	Insurance Certificate
Exhibit E	Bid, Performance, and Payment Bonds
Exhibit F	Eligibility Verification (SAM.gov)
Exhibit G	Certificate of Interested Parties (Form 1295)

SECTION 1.4 CONTRACT DOCUMENTS

By reference, the Contract Documents consist of:

- a. This Contract and all exhibits listed, contained, or referenced in this Contract.
- b. All Addenda issued before the Effective Date of this Contract;
- c. All Alternates accepted by the Entity before the Effective Date of this Contract;
- d. All Change Orders issued after the Effective Date of this Contract; and
- e. The response submitted by Vendor in response to the IFB issued by Entity for this Project.

The Contract and Exhibit Documents form the entire and integrated Contract between Entity and Vendor, and supersede all prior negotiations, representations, or agreements, written or oral. To the extent of any conflict between Vendor's Proposal and any other Contract Document, the Contract Documents shall govern.

If there is an irreconcilable difference between or among the various documents that make up the Contract Documents, the interpretation that provides for a higher quality of material and/or workmanship will prevail over all other interpretations.

1.4.1 Term of Contract and Delivery Schedule – Commencement of Work

Entity shall issue a Notice to Proceed (NTP) identifying the date for commencement of the Work. Vendor shall achieve substantial completion of the Work within _____ calendar days after the commencement date; as such completion date may be extended by approved Change Orders. THE TIME SET FOR COMPLETION OF THE WORK IS AN ESSENTIAL ELEMENT OF THE CONTRACT. In any event, all of the services required and performed hereunder shall be completed no later than _____.

1.4.2 Pre-Existing Conditions

Vendor acknowledges that it has been provided access to the existing improvements and conditions on the Project site and that it has thoroughly investigated those conditions. Vendor's investigation was instrumental in preparing its bid to perform the Work. Vendor shall not make or be entitled to any adjustment to the Contract Time or the Contract Sum arising from Project conditions that the Vendor discovered or, in the exercise of reasonable care, should have discovered

in Vendor's investigation.

1.4.3 Liquidated Damages

Vendor and Entity agree that a breach of this Contract as to completion time will cause damage to the Entity, but further agree that such damage cannot be accurately measured. Therefore, the Parties agree that \$100.00 shall be subtracted from the Contract amount for each and every calendar day that the Work or any portion of the Work remains uncompleted after the expiration of the time period specified in the Notice to Proceed, or as extended by a change order.

1.4.4 Dispute Resolution

Disputes arising under the Contract shall be submitted to a process of resolution pursuant to alternative dispute resolution practices, such as mediation, binding arbitration, or non-binding arbitration pursuant to industry standards, prior to being submitted to a court for adjudication. It is understood that the Entity shall have the right to request mediation if services being provided are deemed deficient in any way.

1.4.5 Acquisition, Merger, Sale and/or Transfer of Business, etc.

It is understood by all parties that if, during the life of the Contract, the Vendor disposes of his/her business concern by acquisition, merger, sale, and or/transfer or by any means conveys his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new vendor will be required to submit all documentation/legal instruments that were required in the original bid/contract. Any change shall be approved by the Entity, who retains the right to reject the transfer of the contract.

1.4.6 Termination of Contract For Cause

This Contract may be terminated by the Entity for cause, including any nonperformance by the Vendor; failure of the Vendor to fulfill in a timely and proper manner its obligations under this Contract; or violation of any of the covenants, agreements, or stipulations of the Contract, upon thirty (30) days' written notice to Vendor including a statement of the reasons, therefore. The determination of the Entity as to the cause of termination and the appropriateness thereof shall be final and binding upon both Entity and Vendor. Cause for termination shall include any material failure by Vendor to comply with any terms of this Contract.

- a. In such event, all finished or unfinished services, documents, data, maps, studies, surveys, drawings, models, photographs, and reports prepared by the Vendor under this Contract shall, at the option of the Entity, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.
- b. Notwithstanding the above, the Vendor shall not be relieved of liability to the Entity for damages sustained by the Entity by virtue of any breach of this Contract by the Vendor, and the Entity may withhold any payments to the Vendor for the purposes of set-off until such time as the exact amount of damages due the Entity from the Vendor is determined.
- c. The Vendor agrees to indemnify and hold the Entity harmless from any liability to subcontractors or suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the Contract by the Entity under this provision.
- d. In case of default by the Vendor, the Entity may procure the goods or services from other sources and hold the Vendor responsible for any excess cost.
- e. Continuation of the terms of the Contract beyond the fiscal year is contingent on the availability of funds in the following year's budget. In the event of unavailability of such funds, the Entity reserves the right to cancel the Contract.
- f. If this Contract is terminated for cause, excluding funding discontinuance or disapproval, Vendor shall have the

right to attempt to cure its failure during the thirty (30) day period prior to termination to the satisfaction of the Entity at the Entity's sole discretion.

1.4.7 Termination of Contract For Convenience of the Entity

The Entity may terminate this Contract at any time by giving at least thirty (30) days' notice in writing to the Vendor. If the Vendor is terminated by the Entity as provided herein, the Vendor will be paid for actual services provided or delivered purchases that are determined acceptable at the sole discretion of the Entity, less payments of compensation previously made. Vendor

1.4.8 Post Expiration and Termination Procedures

Upon expiration or in the event of a prior termination, all remaining and unspent ARPA funds, shall immediately become the sole and separate property of the Entity and the Vendor shall perform all acts and execute all instruments necessary to transfer and assign such funds to the Entity. All finished or unfinished documents, data, studies, reports, and work products prepared by the Vendor under this Contract or with grant funds shall, at the option of the Entity, become Entity's property.

1.4.9 Transitional Period

In the event services are terminated by contract expiration or by voluntary termination by either the Vendor or the Entity, the Vendor shall continue all terms and conditions of said Contract for a period not to exceed thirty (30) days at the Entity's request.

1.4.10 Ownership of Material

The Entity shall retain all of its rights and interest in any and all documents and property, both hard copy and digital furnished by the Entity to the Vendor for the purpose of assisting the Vendor in the performance of this Contract. All such items shall be returned immediately to the Entity at the expiration or termination of the Contract or completion of any related services pursuant thereto, whichever comes first. None of the documents and/or property shall, without the written consent of the Entity, be disclosed to others or used by the Vendor or permitted by the Vendor to be used by their parties at any time except in the performance of the resulting Contract. Ownership of all data, materials and documentation originated and prepared for the Entity pursuant to this Contract shall belong exclusively to the Entity. All data, reports, computerized information, programs, and materials related to this Project shall be delivered to and become the property of the Entity upon completion of the Project. The Vendor shall not have the right to use, sell, or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the Entity.

SECTION 1.5 CONTRACT SUM AND PAYMENTS

The Vendor shall be compensated per the schedule below. Payment to the Vendor shall be based on satisfactory completion of identified services and/or deliverables and payment/invoicing terms as stated in the IFB, or as mutually agreed upon and contained in this Contract. Payment is expressly contingent upon the availability of ARPA funding.

1.5.1 Contract Sum

Entity shall pay Vendor for performance of its obligations under this Contract, including the Base Proposal and Alternate Proposals (if any), the sum of [Spelled out dollar amount here] (\$000,000.00), and make payment in accordance with the provisions of this Section.

1.5.2 Payment & Pricing Schedule

A Payment & Pricing Schedule (see **Exhibit A2**) subdividing the Project into its respective parts (f needed), and which includes values for all items comprising the Project will serve as the basis for payments made to Vendor.

1.5.3 Vendor's Payment Obligations

Vendor shall promptly pay all bills for labor and material performed and furnished by others in connection with this Contract.

- a. Firm shall submit an invoice upon completion of each milestone. Deliverables will be considered complete only upon inspection and written acceptance by the Entity. Each invoice shall include deliverable(s) completed and the price for each. **The final request for reimbursement must be received by City no later than September 30, 2026.**

1.5.4 Request for Payment

As instructed, all payment requests must be submitted on the Request for Payment (See **Exhibit A3**) including required attachments. Notwithstanding the certification of Vendor's payment requests, the Entity or its Representative will independently review Vendor's payment requests and make a determination as to the amount properly payable to Vendor.

1.5.5 Offsets; Deductions; Withholding

- a. Entity is an agency of the State of Texas and materials and services utilized in the provision of services or purchases may be exempt from state and local taxes. Vendor is responsible for taking full advantage of all tax exemptions applicable to the Project. Entity will deduct from the Requests for Payment and from the Request for Final Payment any taxes paid for materials or services that were entitled to tax exemption.
- b. Amounts assessed as liquidated damages per the above Section of this Contract and other amounts to which Entity is entitled by way of setoff or recovery, if any, shall be deducted from any amounts due Vendor.
- c. Notwithstanding any other contractual provision to the contrary, Entity may withhold any payment from Vendor to the extent reasonably required to protect Entity interests under any of the following circumstances: failure to perform work in accordance with Contract Documents; insufficient documentation in Application for Payment; failure to pay subcontractors, employees, hired laborers or materials suppliers; failure to obtain, renew or maintain insurance coverage as required in this Contract; failure to meet schedule requirements or other scenarios that causes the Entity, in good faith judgment, to determine that the remaining balance will not be sufficient to complete the Work in accordance with this Contract. The right to withhold payment is contingent on giving Vendor a minimum of seven (7) calendar days' written notice of specific defects or defaults and an opportunity to cure same, and on Vendor's failure to cure or to take diligent steps to cure within such seven (7) calendar days.

1.5.6 Final Payment

Vendor's request for Final Payment must not be made until all Work is completed, all requirements of the Vendor Documents have been satisfied, and Vendor delivers the services or equipment.

SECTION 2. ENTITY RESPONSIBILITIES

SECTION 2.1 GENERAL

- a. Entity will cooperate in a timely manner in providing information regarding its requirements.
- b. Entity will review and provide final approval of the general schedule, setting the plan for milestone dates and completion or delivery.
- c. If the Entity has actual knowledge of any fault or defect or non-conformance with the Specifications, the Entity shall give prompt written notice of such fault, defect, or non-conformance to Vendor.
- d. The Entity may designate one or more inspectors of its own who will be given access to the Work as requested or needed. The provision of such inspectors will not reduce or lessen in any respect Vendor's responsibilities for the Work.
- e. The Entity may furnish or obtain all legal, accounting, auditing, and insurance counseling services for itself as may be necessary for the Project.

SECTION 3. SCOPE OF WORK

SECTION 3.1 GENERAL

Vendor has overall responsibility for and shall furnish all materials, equipment, tools, and labor necessary and reasonably inferable to complete the Work, or any phase of the Work, in accordance with Entity's requirements and the terms of the Contract Documents, including the Drawings, Specifications, Addenda, details, and other documents prepared by Vendor and listed in the attached Exhibits, if applicable.

Vendor's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Entity nor shall Vendor be released from any liability by reason of such approval by Entity, it being understood that Entity at all times is ultimately relying upon Vendor's skill and knowledge in performing the services required hereunder.

SECTION 3.2 PROJECT CONTROL

Vendor shall supervise and direct the Work and shall be solely responsible for means, methods, techniques, sequences, and procedures for the Work. Vendor shall promptly correct any defective or non-conforming Work at Vendor's sole expense and without cost to Entity.

SECTION 3.3 SUBVENDORS

Vendor shall award and enter into all Subcontracts necessary and appropriate to provide all labor and materials for the scope of work.

- a. Vendor shall monitor the Work of the Subcontractors as required and coordinate such Work with a goal to attain Substantial Completion not later than the date for Substantial Completion and at a cost not to exceed the Contract Sum.
- b. Upon request, Vendor shall provide Entity with complete, unaltered copies of all Subcontracts, and all amendments thereto.

SECTION 3.4 HUB SUBCONTRACTING PLAN

Vendor shall comply with the requirements of the HUB Subcontracting Plan and shall not make any changes to the HUB Subcontracting Plan without Entity's written approval.

SECTION 3.5 KEY TASKS

- a. Provide services and purchase of equipment in accordance with delivery schedules and other prescribed timelines herein.
- b. Provide a warranty on all purchased equipment.
- c. Provide excellent customer service. Firm shall be responsive to requests and communicate on a regular basis with the Entity.
- d. Provide and maintain all original and copies of supporting documentation.
- e. Furnish progress reporting as determined or requested by the Entity.
- f. Support and assist the Entity during state/federal monitoring or auditing activities, including providing financial information, reports, and other requests that may be required.

SECTION 3.6 SCHEDULING

Vendor is solely responsible for delivery of the services/equipment in accordance with the Contract Documents on or before the date specified in the Schedule.

SECTION 3.7 NON-CONFORMING WORK

Entity may reject any defective or non-conforming Work on the Project of which Entity becomes aware and Vendor shall promptly correct any such defect at Vendor's own cost without increasing the Contract Sum. Upon discovering that any portion of the Work does not conform with Entity's design concept and/or requirements, including the Design Guidelines and Standard Specifications, due to an error or omission in any Construction Document materials prepared or furnished by or on behalf of Vendor, Vendor shall promptly correct such condition at no additional cost to Entity. If Vendor refuses or fails to correct (or improperly corrects) any such condition within a reasonable time after notice, Entity may cause the condition to be corrected and offset the cost of such correction against any monies owed to Vendor; provided, however, if no monies are owed Vendor at the time the condition is discovered or at the time the condition is corrected by Entity, Vendor shall promptly reimburse the Entity for all expenses incurred to correct the condition. Vendor shall warranty all corrective Work, whether performed by or through Vendor or by a third party retained by Entity in accordance with the immediately preceding sentence due to Vendor's refusal or failure to correct properly any non-conforming Work.

SECTION 3.8 INDEMNIFICATION

Vendor covenants and agrees to indemnify, hold harmless and defend, at its own sole expense, the Entity and its officers, agents, servants, and employees from and against any and all claims or suits for property loss or damage and/or personal injury, including death, to any and all persons, of whatsoever kind or character, whether real or asserted, arising out of or in connection with the execution, performance, attempted performance, or nonperformance of the services under this Contract and/or the operations, activities, and services of the activities described herein; and Vendor hereby assumes all liability and responsibility of the entity and its officers, agents, servants, and employees for any and all claims or suits for property loss or damage and/or personal injury, including death, to any and all persons, of whatsoever kinds or character, whether real or asserted, arising out of or in connection with the execution, performance, attempted performance, or nonperformance of the services or this Contract and/or the operations, activities, and services described herein. Vendor likewise covenants and agrees to and does hereby indemnify and hold harmless entity from and against any and all injury, damage, or destruction of property of entity, arising out of or in connection with all acts or omissions of Vendor, its officers, members, agents, employees, contractors, subcontractors, invitees, licensees, and project participants. Vendor agrees to and shall release Entity, its agents, employees, officers, and legal representatives from all liability for injury, death, damage, or loss to persons or property sustained in connection with or incidental to performance of the services under this Contract.

Vendor shall require all of its contractors and subcontractors to include in its contracts and subcontracts a release and indemnity in favor of the Entity in substantially the same form as above. The indemnity and liability release provided for above shall not apply to any liability resulting from the sole negligence or fault of the Entity, its officers, agents, employees or separate Vendors, and in the event of joint and concurring negligence or fault of the Entity and Vendor, responsibility and indemnity, if any, shall be apportioned in accordance with the laws of the State of Texas, without waiving any governmental immunity available to the entity under Texas law and without waiving any defenses of the parties under Texas law.

The provisions of this section are solely for the benefit of the parties and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity. This section survives termination or expiration of this Contract.

SECTION 3.9 INSURANCE & BONDING

If applicable, Vendor shall provide Insurance and Bid, Performance, and Payment Bonds as prescribed by Entity in the Solicitation documentation and included here as **Exhibit D** and **Exhibit E**.

SECTION 4. REQUIRED PROVISIONS

The Vendor shall comply with the following items:

SECTION 4.1 TERMS AND CONDITIONS

The Vendor agrees to comply with the requirements of Section 503 of the American Rescue Plan Act (ARPA), regulations adopted by Treasury pursuant to Section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Vendor also specifically agrees to comply with the ARPA Terms & Conditions attached to this Contract in **Exhibit B**.

SECTION 4.2 DEBARMENT AND SUSPENSION

Vendor has provided proof of registration, active/good standing, and non-debarment status in the System for Award Management. Should this status change, the Vendor must notify the Entity immediately.

SECTION 4.3 ASSURANCES OF COMPLIANCE WITH TITLE VI

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

SECTION 4.4 LOBBYING CERTIFICATION & DISCLOSURE

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.

SECTION 4.5 ETHICS MATTERS

Vendor and its employees, agents, representatives, and subcontractors have read and understand the Entity's Conflict of Interest Policy, State of Texas Standards of Conduct and Conflict of Interest Provisions available at [Government Code Chapter 572: Personal Financial Disclosure, Standards of Conduct, and Conflict of Interest \(state.tx.us\)](#), and applicable state ethics laws and rules available. Neither Vendor nor its employees, agents, representatives, or subcontractors will assist or cause Entity employees to violate the Conflict of Interest policies, provisions described by State of Texas Standards of Conduct and Conflict of Interest Provisions, or applicable state ethics laws or rules.

SECTION 4.6 MAINTENANCE AND ACCESS TO RECORDS

The Vendor shall maintain records and financial documents sufficient to evidence in compliance with Section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

The Treasury Office of Inspector General, the Government Accountability Office and the Texas Office of the State Comptroller, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of the Vendor in order to conduct audits or other investigations and all records shall be made available upon request. Records shall be maintained by the Vendor for a period of five (5) years after all funds have been expended or returned to the Treasury, whichever is later.

SECTION 5. MISCELLANEOUS PROVISIONS

SECTION 5.1 GENERAL

- a. In any case one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other

provision thereof and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

- b. If any action at law or in equity is necessary to enforce or interpret the terms of this Contract, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
- c. This Contract may be amended by mutual agreement of the parties hereto and a writing to be attached to be incorporated into this Contract.
- d. Licenses, Permits, Taxes, Fees, Laws, and Regulations
 - i. Vendor warrants that it will obtain, maintain in effect, and pay the cost for all licenses, permits, or certifications that may be necessary for Vendor's performance of this Contract.
 - ii. Vendor will be responsible for the payment of all taxes, excises, fees, payroll deductions, employee benefits (if any), fines, penalties or other payments required by federal, state, or local law or regulation in connection with Vendor's performance of this Contract.
 - iii. Vendor will comply with and will be responsible for requiring its officers and employees to comply with all applicable federal, state, and local laws and regulations, and the rules and regulations of the Entity.

SECTION 5.2 CAPACITY TO PERFORM

By execution of this Contract, Vendor is certifying that they have the capacity to perform and complete the Scope of Work as provided.

SECTION 5.3 LIMITATION OF LIABILITY

Except for the obligation of Entity to pay Vendor certain fees, costs, and expenses to the extent expressly set forth in this Contract, the Entity shall have no liability to Vendor or to anyone claiming through or under Vendor by reason of the execution or performance of this Contract. Notwithstanding any obligation or liability of Entity to Vendor, no present or future partner or affiliate of the Entity or any agent, officer, director, or employee of the Entity or anyone claiming under the Entity, has or shall have any personal liability to Vendor or to anyone claiming through or under Vendor by reason of the execution or performance of this Contract.

SECTION 5.4 ASSIGNMENT

This Contract is a personal service contract for the services of Vendor, and neither Vendor's interest in this Contract (including, but not limited to Vendor's fees due hereunder), nor Vendor's duties hereunder may be assigned or delegated to a third party except as specifically set forth in this Contract.

SECTION 5.5 GOVERNING LAW AND VENUE

The Vendor 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.

Additionally, all applicable local government codes for the State of Texas also apply to this Contract. All equipment, supplies, and work furnished under this Contract shall comply with applicable laws, ordinances, and regulations. Vendor shall obtain and pay for such permits and inspections as are required for the legal performance of this work, unless otherwise specified. Vendor shall comply with all federal and state laws and Entity's Ordinances and Codes applicable to the Vendor's operation under this Contract. These Specifications and the Contract resulting here from shall be fully governed by the laws of the State of Texas and shall be fully performable in _____ (Entity Name), Texas, where venue for any proceeding arising hereunder will lie.

This Contract will be governed by the laws of the State of Texas without reference to its conflicts of law provisions. Venue for any suits arising from this Contract will be in a court of competent jurisdiction in _____ County, Texas.

SECTION 5.6 WAIVERS

No delay or omission by either Party in exercising any right or power accruing upon the non-compliance or failure of performance by the other Party of any provision of this Contract or the Contract Documents will impair any such right or power or be construed to be a waiver thereof. A waiver by either Party of any of the covenants, conditions, or agreements of this Contract or any of the Contract Documents to be performed by the other party will not be construed to be a waiver of any subsequent breach of this Contract or the Contract Documents or of any other covenant, condition or agreement contained in this Contract or the Contract Documents.

SECTION 5.7 SEVERABILITY

If any provision of this Contract is for any reason be held invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision of this Contract and this Contract will be construed as if such invalid or unenforceable provision had not been included herein.

SECTION 5.8 NEW LAWS

Parties agree that if there is a change in any laws, rules, or regulations affecting the performance related to this Contract and enacted after the Effective Date of this Contract, the Parties will enter into good faith negotiations to renegotiate the affected terms of this Contract.

BY: _____
(Entity Official)

(Printed Name)

(Title)

(Date)

BY: _____
(Vendor’s Authorized Representative)

(Printed Name)

(Title)

(Date)

SECTION 6. EXHIBITS

THE FOLLOWING DOCUMENTS MUST BE COMPLETED AND ATTACHED TO THE CONTRACT:

Exhibit A1	Scope of Work
Exhibit A2	Payment & Pricing Schedule
Exhibit A3	Request for Payment
Exhibit B	ARPA Required Provisions (ARPA Terms & Conditions)
Exhibit C	Other Relevant Information
Exhibit D	Insurance Certificate (if applicable)
Exhibit E	Bid, Performance, and Payment Bonds (if applicable)
Exhibit F	Eligibility Verification (SAM.gov)
Exhibit G	Certificate of Interested Parties (Form 1295)

Exhibit A1 – Scope of Work

To be populated with solicitation Scope of Work

Exhibit A2 – Payment & Pricing Schedule

The terms for payment for the contract are as follows:

Payment Schedule:

Payment will be made within 30 days of a Request for Payment and only after delivery of all services and/or purchases and acceptance by the Entity.

Pricing Schedule:

Prices for all goods and/or services shall be all inclusive.

Entity is an agency of the State of Texas and materials and services utilized in the provision of services or purchases may be exempt from state and local taxes. Vendor is responsible for taking full advantage of all tax exemptions applicable to the Project. Entity will deduct from the Requests for Payment and from the Request for Final Payment any taxes paid for materials or services that were entitled to tax exemption.

Lump Sum Price: Vendor shall provide pricing in the table below to complete the scope of services contained in **Exhibit A1**, Scope of Work, in accordance with the specifications contained in this document. Costs include all applicable services (i.e. labor, materials, profit, bonding, insurance, permitting, general conditions, and other costs) to provide a turnkey product.

(Note to Entity: Component pricing should be based on the identified components of the scope of work contained in **Exhibit A1**). An example is provided below:

SCOPE OF WORK	PRICE
	\$
	\$
	\$
	\$
TOTAL LUMP SUM PRICE (TOTAL OF ABOVE LINE ITEMS)	\$

Exhibit A3 – Request for Payment

Project Name:			
Vendor Name:			
Date of Request:			
Contact Name:			
Contact Phone:		Contact Email:	

Item for Payment	Description	Unit Cost or Percent Complete	# of Units	Total Amount
TOTAL				

X	Attachments

Submitted By	
Name and Title	
Signature	

CERTIFICATION: I certify that this Request for Payment contains costs associated with the provision of services in accordance with the terms of the contract. I also certify that all required documentary evidence has been submitted along with the Request for Payment as instructed, including any documentation associated with requirement to pay prevailing wages.

By signing this Request for Payment, I certify to the best of my knowledge and belief that information provided in this Request is true, complete, and accurate. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

WARNING: Section 1001 of Title 18 U.S. code makes it a criminal offense to make willful, false statements or misrepresentation of any material fact involving the use of or obtain federal funds.

Exhibit B – ARPA Required Provisions

2 CFR 200.327 Contract provisions. The Non-Federal entity's contracts should contain applicable provisions described in Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. The Non-Federal entity's contracts must contain the provisions described in Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, as applicable.

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	2 CFR 200 Appendix II (A-L)		
>\$250,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908 , must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.	2 CFR 200 APPENDIX II (A)	Contractor RFP/IFB Contractor RFQ Subrecipients
>\$10,000	All contracts in excess of \$10,000 must address termination for cause and for convenience by the Non-Federal entity including the manner by which it will be affected and the basis for settlement.	2 CFR 200 APPENDIX II (B)	Contractor RFP/IFB Contractor RFQ Subrecipients
None	Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." 41 CFR 60-1.4 Equal opportunity clause. (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: 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: During the performance of this contract, the contractor agrees as follows: (9) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.	2 CFR 200 APPENDIX II (C) and 41 CFR §60-1.4(b)	Contractor RFP/IFB Contractor RFQ Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	(10) 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. (11) 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. (12) 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. (13) 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. (14) 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. (15) 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. (16) 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: 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. The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The [recipient] agrees that it will assist and cooperate actively with the administering		

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	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. 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.		
>\$10,000,000 for ARPA but State Provision Applies at any amount and/or >\$2,000 for CDBG/Braided Funds Projects See TX Prevailing Wage Laws	Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$10,000,00 awarded by Non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The Non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The Non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Non-Federal entity must report all suspected or reported violations to the Federal awarding agency.	2 CFR 200 APPENDIX II (D)	Contractor RFP/IFB Subrecipients
>\$100,000	Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the Non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These	2 CFR 200 APPENDIX II (E)	Contractor RFP/IFB Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	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

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	See 2 CFR §200.323 - Procurement of Recovered Materials. 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. 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. ii. 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— 1. Competitively within a timeframe providing for compliance with the contract performance schedule; 2. Meeting contract performance requirements; or 3. At a reasonable price. iv. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program. v. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the "Solid Waste Disposal Act."	2 CFR 200 APPENDIX II (J)	Contractor RFP/IFB Contractor RFQ Subrecipients
	See 2 CFR §200.216 - Prohibition on certain telecommunications and video surveillance services or equipment (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (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). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or	2 CFR 200 APPENDIX II (K)	Contractor RFP/IFB Contractor RFQ Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	controlled by, or otherwise connected to, the government of a covered foreign country. (b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. (c) See Public Law 115-232, section 889 for additional information. (d) See also § 200.471.		
	See 2 CFR §200.322 - Domestic Preferences for Procurements. (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. (b) For purposes of this section: (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. (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.	2 CFR 200 APPENDIX II (L)	Contractor RFP/IFB Contractor RFQ Subrecipients
	Additional 2 CFR 200 references & Other Regulations		
None	The Federal awarding agency must establish conflict of interest policies for Federal awards. The Non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.	2 CFR 200.112	Contractor RFP/IFB Contractor RFQ Subrecipients
None	Contracting with HUB, small and minority businesses, women’s business enterprises, and labor surplus area firms. (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. (b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women’s business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;	2 CFR 200.321	Contractor RFP/IFB Contractor RFQ Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.		
>\$10,000	An NFE (Non-Federal Entity) that is a state agency or an agency of a political subdivision of a state, and the NFE's contractors must comply with Section 6002 of the Solid Waste Disposal Act. Applicable NFEs must include a contract provision requiring compliance with this requirement. This includes contracts awarded by a state agency or political subdivision of a state and its contractors for certain items, as designated by the EPA, with a purchase price greater than \$10,000. Indian Tribal Governments and nonprofit organizations are not required to comply with this provision. Additional requirements are listed below.	2 CFR 200.323	Contractor RFP/IFB Contractor RFQ Subrecipients
None	Financial records, supporting documents, statistical records, and all other Non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon Non-Federal entities. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations. The only exceptions are the following: (a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations. (b) When the Non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period. (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition. All records related to ARPA shall be maintained for 5 years per the ARPA terms and conditions and regulations. (d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the Non-Federal entity All records related to ARPA shall be maintained for 5 years per the ARPA terms and conditions and regulations. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations. (e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the Non-Federal entity's fiscal year in which the program income is earned. (f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such	2 CFR 200.334	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	as computer usage chargeback rates or composite fringe benefit rates). (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. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations. (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. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations.		
None	The Federal awarding agency and the Non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the Non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not 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.	2 CFR 200.336	Contractor RFP/IFB Contractor RFQ Subrecipients
None	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.	Texas Government Code 2252.152	Contractor RFP/IFB Contractor RFQ Subrecipients
>\$100,000	PROVISION REQUIRED IN CONTRACT. (a) This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.	Texas Government Code 2271	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
For Critical Infrastructure Projects	PROHIBITION ON CONTRACTS WITH CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE. PROHIBITED CONTRACTS. (a) A governmental entity may not enter into a contract or other agreement relating to critical infrastructure in this state with a company:	Texas Government Code, Title 10, Subtitle F, Chapter 2274.0102	Subrecipients EC 6.1 Awardees

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	(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 (2) if the governmental entity knows that the company is: (A) owned by or the majority of stock or other ownership interest of the company is held or controlled by: (i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; or (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 (B) headquartered in China, Iran, North Korea, Russia, or a designated country. (b) The prohibition described by Subsection (a) applies regardless of whether: (1) the company's or its parent company's securities are publicly traded; or (2) the company or its parent company is listed on a public stock exchange as: (A) a Chinese, Iranian, North Korean, or Russian company; or (B) a company of a designated country.		
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
ARPA Terms & Conditions			
ARPA Terms, Conditions, & Records	1. Use of Funds. a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing. 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.	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; Section 602(b),	Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
		603(b) and/or 603(c) as applicable	
ARPA Terms, Conditions, & Records	4. Maintenance of and Access to Records 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. 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. 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.	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	5. Pre-award Costs. Pre-award costs, as defined in 2 CFR § 200.458, may not be paid with funding from this award.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.	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	7. Cost Sharing. Cost sharing or matching funds are not required to be provided by 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	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.	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	9. Compliance with Applicable Law and Regulations. 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. b. Federal regulations applicable to this award include, without limitation, the following: 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 Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award. ii. Universal Identifier and System for Award Management (SAM), 2 CFR Part 25,	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
	pursuant to which the award term set forth in Appendix A to 2 CFR Part 25 is hereby incorporated by reference. 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. 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. 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. vi. Governmentwide Requirements for Drug-Free Workplace, 31 CFR Part 20. (Subrecipient Only) vii. New Restrictions on Lobbying, 31 CFR Part 21. viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations. ix. Generally applicable federal environmental laws and regulations. c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following: i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 CFR Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance; ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability; iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance; iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and 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.		
ARPA Terms, Conditions, & Records	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.	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	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.	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, &	12. False Statements. Recipient understands that making false statements or claims in	Section 9901 of the American Rescue	Contractor RFP/IFB Contractor RFQ

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
Records	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.	Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	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. c. 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. d. 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; v. An authorized official of the Department of Justice or other law enforcement agency; vi. A court or grand jury; or	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
	vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct. 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.		
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 C – Other Related Information

To be inserted

Exhibit D – Insurance Certificate

To be inserted
(IF APPLICABLE)

Exhibit E – Bid, Performance, and Payment Bonds

To be inserted
(IF APPLICABLE)

Exhibit F – Eligibility Verification (SAM.gov)

Vendor to provide a dated printout of their active status without exclusions from SAM.gov website

Exhibit G – Certificate of Interested Parties (Form 1295)

Form 1295 (Certificate of Interested Parties) must be completed on the Texas Ethics Commission's website as part of this project prior to contract execution. Form 1295 can be accessed here: <https://www.ethics.state.tx.us/filinginfo/1295/> and must be returned with the certification number assigned after completion

CITY OF LA MARQUE

1111 Bayou Road
La Marque, Texas 77568

REQUEST FOR PROPOSALS (RFP) COMPETITIVE PROCUREMENT FOR GENERAL SERVICES, SUPPLIES, AND/OR EQUIPMENT

This RFP is being supported

by federal award number RCP-056096

allocated to the

City of La Marque

under the

American Rescue Plan Act (ARPA)

Coronavirus State and Local Fiscal Recovery Funds (SLFRF)

by the U.S. Department of the Treasury

Prepared By: Department of Purchasing

Procurement reference number 2468



2024

American Rescue Plan Act (ARPA) Request for Proposals (RFP)

Date: October 1, 2024

Re: Request for Proposals (RFP) for Utility Client Software Upgrade funded with Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Allocated Under the American Rescue Plan Act (ARPA)

Dear Vendor:

The City of La Marque, hereinafter called "Entity", has received an allocation of American Rescue Plan Act (ARPA) funds, and is issuing a Request for Proposals (RFP) for a general purchase and supplies contract. The item(s) are being solicited to assist the Entity in completing and implementing programs and/or projects funded with its allocation of ARPA funds.

The Sole Point of Contact for this solicitation may provide information regarding this RFP. Refer to the **Schedule of Events and Selection Summary** in Section 1 of this document for response details.

Respondent is responsible for ensuring that their RFP response is received in a timely manner and that it contains all elements of the RFP, including all required forms and any addendums issued. Respondent should complete the Solicitation Response Cover Sheet/Acknowledgement of Addenda/Submission Checklist contained in Attachment A and all other requirements identified in the RFP. RFP responses received after the deadline will not be opened and therefore not evaluated or considered for award, regardless of whether or not the delay was outside the control of the submitting provider. City of La Marque reserves the right to negotiate with providers submitting timely responses in accordance with state and federal procurement requirements, to reject any and all bids, and to select multiple respondents if it deems it's in the best interest of the Entity and/or desires to do so.

The Entity is an Affirmative Action/Equal Opportunity Employer. Minority Business Enterprises, Small Business Enterprises, Women Business Enterprises, and Labor Surplus Area firms are encouraged to submit bids.

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REQUEST FOR PROPOSALS – GENERAL INFORMATION

SECTION 1 – SCHEDULE OF EVENTS AND SELECTION SUMMARY

1.1 SCHEDULE OF EVENTS – ALL DATES ARE TENTATIVE

- 1.1.1 The Entity reserves the right to change dates at any time. At the sole discretion of the Entity, events listed in Section 1 are subject to scheduling changes and cancellation. The Entity will make public any changes to the stated schedule.
- 1.1.2 All requests, questions, or other communication about this solicitation shall be made in writing and addressed to the Entity's Sole Point of Contact listed in the **Schedule of Events + Response Requirements** that follow. Only the Sole Point of Contact may be contacted regarding required elements for this RFP.
- 1.1.3 Respondent must review all documents and information in the *Exhibits* section and complete the required documents in the *Attachments* section. The completed Attachments, including the signed Pricing Sheet, must be contained within the Proposal Response and submitted to the Point of Contact listed in the Schedule of Events + Response Requirements that follow.

SCHEDULE OF EVENTS + RESPONSE REQUIREMENTS

SCHEDULE OF EVENTS	
RFP NOTICE DATE:	October 1, 2024
VENDOR QUESTIONS DUE:	October 15, 2024, 5:00 PM CST
QUESTIONS ANSWERED BY:	October 22, 2024, 5:00 PM CST
PRE-PROPOSAL CONFERENCE: The Entity shall reject responses submitted by firms that do not attend the mandatory pre-proposal conference.	October 10, 2024 http://cityofflamarque.org/bidszoom
SITE VISIT: The Entity shall reject responses submitted by firms that do not attend the mandatory site visit.	If needed, will be scheduled.
PROPOSAL DUE DATE:	October 31, 2024, 10:00 AM CST
ESTIMATED AWARD DATE:	November 18, 2024, 6:00 PM CST
RESPONSE REQUIREMENTS	

QUESTIONS & ANSWERS ONLY – SOLE POINT OF CONTACT	
The Entity will allow written questions and requests for clarification of this solicitation. Questions must be submitted by email to the Sole Point of Contact listed below. Respondents’ names will be removed from questions in any responses released.	
SOLE POINT OF CONTACT NAME:	City Clerk
ADDRESS:	1111 Bayou Road La Marque, TX 77568
EMAIL:	bids@cityoflamarque.org
PHONE:	409-938-9259
DELIVERY OF RESPONSE PROPOSAL – POINT OF CONTACT	
For digital delivery, Subject Line should include Respondent’s Name, RFP number, time/due date of RFP and completed response and all attachments uploaded to the following point of contact:	
NAME:	-
TITLE:	City Clerk
DELIVERY POINT:	Bidsubmit.cityoflamarque.org
If mailed or hand-delivered, sealed proposals (an original and 3 copies) should be submitted on the original forms provided. Each response must be sealed and should be placed in a properly identified envelope with Respondent’s Name, RFP number, and time/due date of RFP.	
For mail or hand-delivery, deliver response and all attachments to:	
NAME:	-
TITLE:	City Clerk
ADDRESS:	1111 Bayou Road LaMarque, TX 77568

1.2 SELECTION OF RESPONDENT(S)

- 1.2.1 The Entity intends to select Respondent(s) that best meet the needs of the Entity and that provide the best overall value. The Entity reserves the right to award multiple contracts from the finalist pool of successful Respondent(s). Respondents will be rated and ranked according to the evaluation criteria set forth below. The Entity intends to enter into negotiations with the top-ranked Respondent (i.e., the most highly qualified) and attempt to negotiate a fair and reasonable price; if negotiations fail, the Entity shall formally end negotiations with that respondent and attempt to negotiate with the next most highly qualified provider. The Entity shall proceed in like manner until it has contracted with a sufficient number of providers to respond to the identified scope of work.
- 1.2.2 The Entity reserves the right to check references on any projects performed by the Respondent, whether provided by the Respondent or known by the Entity.
- 1.2.3 The Entity is not required to accept the lowest cost proposal.
- 1.2.4 The Entity may make such investigation as deemed necessary to determine the ability of the Respondent to perform the work, and the Respondent shall furnish to the Entity all such information by the date specified by the Entity.
- 1.2.5 The Entity may conduct such investigations as it deems necessary or appropriate to assist in the evaluation of any RFP response and to establish the responsibility, qualifications, and financial ability of the Respondent, their proposed subcontractors, and other persons or organizations submitted within a Respondent's response to do the work to the Entity's satisfaction within the prescribed time.
- 1.2.6 The Entity reserves the right to conduct interviews of short-listed Respondent(s) prior to making a final selection.
- 1.2.7 The Entity reserves the right to contact references as deemed necessary to complete its analysis.

See SECTION 4 – EVALUATION CRITERIA, for additional information on how Respondents will be evaluated and selected.

SECTION 2 – INTRODUCTION AND GENERAL CONDITIONS

2.1 GENERAL DESCRIPTION OF THE SCOPE OF WORK (SOW) – SEE SECTION 3 AND EXHIBIT A FOR SOW DETAILS

The Entity has received an allocation of American Rescue Plan Act (ARPA) funds and is issuing a Request for Proposals (RFP) for a general purchases and supplies contract. The item(s) are being solicited to assist the Entity in completing and implementing programs and/or projects funded with its allocation of ARPA funds.

This solicitation includes purchase of:

- 2.1.1 **General Description:** Utility Client Software Upgrade for the City of La Marque's water department
- 2.1.2 The scope of work includes all labor, materials, goods and/or services necessary to provide the purchased items, including any installation specified in **Exhibit A**. The respondent shall submit a written copy of all warranty information prior to final acceptance by Entity.
- 2.1.3 **REFERENCED BRAND EXAMPLE:** Catalogs, brand names or manufacturer's references are descriptive only and indicate type and quality desired. Proposals on brands of like nature and quality will be considered. If proposing other than the referenced brands/model number, Respondent must show manufacturer, brand or trade name, product number and provide complete descriptive information of product offered and include with response. Failure to take exception to specifications or reference data will require Respondent to furnish specified brand names, numbers, etc.

2.2 CONSIDERATION OF AWARD

To be considered for award, Respondents must adhere to the requirements, when applicable to Vendors, as set forth in **Exhibit B**, the ARPA Required Provisions, and provide all other required information and documentation as set forth in this solicitation.

2.3 CONTRACT AWARD

The Entity may award a Firm Fixed Price Contract. A Respondent's proposal must be responsive to this solicitation and include all required documents as instructed in the solicitation and listed in the *Solicitation Response Cover Sheet/Acknowledgement of Addenda/Submission Checklist* (**Attachment A**).

2.4 TERM OF PURCHASE CONTRACT

The Contract or Purchase Order shall be effective upon date of execution (signed by the Entity designee), shall contain terms and conditions for the purchase, including delivery date and delivery location, and shall expire upon delivery and final acceptance by the Entity. A sample contract is available for review at **Appendix I**.

2.5 BID ACCEPTANCE

- 2.5.1 Proposals must be received, time stamped or otherwise acknowledged before the specified hour and date. Late submittals WILL NOT be considered under any circumstances. The Entity will not be held responsible for any solicitation response that is mishandled prior to receipt by the Entity. The Entity will not be responsible for any technical issues that result in late delivery, inappropriately identified documents, or other submission error that may lead to disqualification (including substantive or administrative) or nonreceipt of the Respondent's response.
- 2.5.2 The Entity reserves the right to accept or reject any and all proposals, to accept any proposal deemed advantageous and to waive irregularity in the proposals. By submitting a response, the Respondent acknowledges and will adhere to all specifications as stated within this procurement packet.
- 2.5.3 Proposals CANNOT be altered or amended after the due date. Any alterations made before the due time must be initialed by Respondent or authorized agent. No response may be withdrawn after due date without approval and based on a written acceptable reason.
- 2.5.4 The Entity reserves the right to revise or amend the specifications prior to the due date. Such revisions or amendments, if any, will be announced by amendments or addendums to these specifications. Copies of such amendments or addendums so issued will be posted to the Entity's

bidding websites. If Respondent demonstrates just reason for a change, the Entity must have at least five (5) working days' notice prior to submission due date.

- 2.5.5 In the event that Respondent finds discrepancies in or omissions from the specifications or other documents or be in doubt as to their meaning, Respondent should at once notify the Entity Sole Point of Contact and obtain clarification prior to submitting a response.
- 2.5.6 All Respondents must meet or exceed the minimum specifications to be considered a valid response. The Entity reserves the right to accept or reject all or any part of any response, waive minor technicalities and award the contract either to the lowest responsible Respondent or to the Respondent who provides goods or services at the best value for the Entity.
- 2.5.7 The Respondent agrees to protect the Entity from claims involving infringement of patents or copyrights.

PROPRIETARY OR CONFIDENTIAL INFORMATION; TEXAS PUBLIC INFORMATION ACT: Any proprietary, trade secret, or otherwise confidential information Respondent includes in its Proposal must be clearly labeled as proprietary or confidential information, and Respondent must identify the specific exception to disclosure in the Public Information Act (PIA). Merely making a blanket claim that the entire Proposal is protected from disclosure because it contains some proprietary information is not acceptable and shall make the entire Proposal subject to release under the PIA. Any information which is not clearly identified as proprietary or confidential shall be deemed to be subject to disclosure pursuant to the PIA.

Information, documentation, and other material in connection with this Response or any resulting Contract may be subject to public disclosure under the Texas PIA, Chapter 552 of the Texas Gov't Code.

- 2.5.8 There is no guarantee a contract will be awarded. The Entity reserves the right to cancel this RFP at any time.
- 2.5.9 All proposals become public documents and are subject to public review (upon request and as allowed by law). The submission of an RFP response will constitute representation by the Respondent that it understands and has complied with the requirements of the RFP. Submission of a response indicates the RFP information provided was sufficient in scope and detail to convey understanding of anticipated terms and conditions for performance of the work.
- 2.5.10 RFP Respondents assume all costs of preparation of the proposal. RFP responses become the property of the Entity.

2.6 PROHIBITED COMMUNICATION

On issuance of this solicitation, except for the written inquiries described in Section 2.6 above, the Entity, its representative(s), or partners will not answer any questions or otherwise discuss the contents of this solicitation with any potential respondent. This restriction does not preclude discussions between affected parties for the purposes of conducting business unrelated to this solicitation. Failure to comply with these requirements may result in disqualification of respondent's solicitation response.

2.7 TERMINATION CONDITIONS

See Contract at **Appendix I** for Termination Conditions.

2.7.1 FAILURE TO ENTER INTO A CONTRACT

Should the Selected Respondent (“Vendor”), to whom the contract is awarded, fail to enter into a contract within twenty-one (21) business days, the Entity may then, at its option, retain the Vendor’s bid deposit/bond (if required) and accept the bid of the next lowest responsible bidder.

SECTION 3 – SCOPE OF WORK/TECHNICAL SPECIFICATIONS

3.1 MINIMUM REQUIREMENTS

- 3.1.1 The selected Vendor shall have no convictions or civil judgments preceding nor thereafter this solicitation rendered against Respondent for 1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; 2) violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- 3.1.2 The selected Vendor shall not ever have been indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated above.
- 3.1.3 Where applicable, Vendor’s staff must meet and maintain current certifications and or licensure requirements as mandated by state law or the appropriate licensing authority.
- 3.1.4 Vendor must not be debarred at the time of response submission, and prior to award of a contract. The System for Award Management ([SAM.gov](https://sam.gov)) and the [Texas Comptroller’s](#) Debarred Vendor List will be checked to ensure the Vendor is not excluded from contract participation at the federal level. If the Vendor is debarred, the Vendor’s proposal will not be evaluated.

3.2 SCOPE OF SERVICES Construct

- 3.2.1 **The required products or services shall be provided in accordance with attached Exhibits:**

- **Exhibit A:** Project Scope of Work
- **Exhibit B:** ARPA Required Provisions
- **Exhibit C:** Other Relevant Information

- 3.2.2 **Work Orders**

During the term of any contract awarded, the Entity may request the Vendor to perform certain tasks as described in the scope, subject to a specific work order authorization. All work authorizations shall be in writing, signed by all parties, and shall include a scope of services, a list of tasks to be performed, a time schedule, a list of deliverables and such other information or special conditions as may be necessary for the work requested.

- 3.2.3 **Condition of Product:** New Equipment ONLY; NO re-manufactured or “gray market” items. All items must be covered by the manufacturer’s warranty. The unit(s) shall be made ready for continuous operation upon delivery. Respondent is cautioned that any unit delivered to the FOB point that does not meet specifications in every aspect will not be accepted.
- 3.2.4 **All Parts:** All parts not specifically mentioned which are necessary for the unit to be complete and ready for operation or which are normally furnished as standard equipment shall be furnished by the vendor. All parts shall conform in strength, quality, and workmanship to the accepted standards of the industry.

- 3.2.5 **Manuals:** Manuals containing illustrated parts list and operating and service instructions for the units shall be delivered with units. Manuals shall outline all necessary service and operating instructions for the units delivered and provide necessary warning and safety precautions.
- 3.2.6 **Warranty Requirements:** The units shall be warranted against defects in material and workmanship for a standard manufacturer's warranty and shall cover 100% parts and labor for the units. Vendor shall furnish warranty and a list of warrantied repair companies to the Entity at time of delivery. The warranty begins on the date the units are determined to meet specifications and accepted by the Entity.

3.3 DELIVERY AND ACCEPTANCE

- 3.3.1 **Freight Charges:** Shipping shall be Free on Board (FOB) destination; therefore, unit prices must include all shipping, handling, fuel surcharges, and delivery fees.
- 3.3.2 **Delivery Schedule:** Recommended delivery not to exceed number 30 calendar days from date of award; delivery terms may be a factor in determining award. Respondent must contact the Entity point of contact to schedule delivery date and time. Respondent shall provide a minimum forty-eight (48) hours' notice prior to delivery.

- 3.4 **DELIVERY CONTACT(S):** Respondent shall contact the Entity for delivery a minimum of one (1) week in advance to coordinate delivery.

Delivery Contact Name:	City Clerk
Phone:	409-638-9259
Email:	bids@cityoflamarque.org

- 3.5 **REGISTRATION AND TITLING (when applicable):** Permanent registration and titling will be performed by the Entity. **DO NOT REGISTER ITEM.** Respondent shall supply, as applicable, dealer's tag for item for sixty (60) days from date of delivery. The original Certificate of Origin (COO) or Manufacturer's Statement of Origin (MSO) as well as the most current version of TXDMV Form 130U or Application for Texas Title with signature shall be submitted with an invoice to the Entity.
- 3.6 **DELIVERY DELAYS:** If delay is foreseen, Respondent shall give written notice to the Entity and must keep the Entity advised of status of order at all times. Default in promised Delivery Days After Receipt of Order (ARO) without accepted reasons or failure to meet specifications authorizes the Entity to cancel contract/Purchase Order.
- 3.7 **COMPLIANT PRODUCTS:** Delivery does not occur until the Respondent delivers products, materials, or services in full compliance with the specifications to Entity's FOB destination, unless delivery is specifically accepted, in whole or in part, by the Entity. Providing products, materials, or services which do not meet all specification requirements does not constitute delivery. Entity reserves the right to require new delivery or a refund in the event that materials or products not meeting specifications are discovered after payment has been made. **NO SUBSTITUTIONS PERMITTED WITHOUT WRITTEN APPROVAL OF THE ENTITY.**

3.8 ACCEPTANCE: All equipment ordered will be subject to acceptance inspection and performance testing upon receipt. Acceptance inspection and performance testing will not take more than five (5) working days, weather permitting. Respondent will be notified within this time frame of any units not delivered in full compliance with the purchase order specifications. In the event the goods tested fail to meet or exceed all conditions and requirements of the solicitation and Contract, the goods will be rejected in whole or in part, at the State's Entity's option, and returned to the Vendor or held for disposition at the Vendor's expense. Latent defects may result in cancellation of the Contract at no expense to the Entity.

3.9 RECORD KEEPING

3.9.1 Respondents shall provide, enter, or upload all documentation, communications, and records including all permits, certifications, warranties, and approvals regarding all provided services/products as instructed by the Entity.

3.9.2 Respondents shall maintain records of all events that affect, or may be expected to affect the quality, scope, or progress of the services. All records shall be retained for a period of **five (5) years** following the closeout of the Entity's federal grant.

3.9.3 Insurance

3.9.3.1 If applicable, an original, certified copy of an Insurance Certificate listing the Entity as additional insured, must be submitted with the Respondent's submittal (**see Attachment E for requirements**). The successful Respondent will be required to maintain at all times during performance of the Contract, the insurance detailed below.

3.9.3.2 Workers' Compensation Insurance

3.9.3.3 Employers' Liability Insurance

3.9.3.4 Comprehensive General Liability Insurance

3.9.3.5 Excess Liability Insurance, Comprehensive General Liability Insurance, Comprehensive Automobile Liability Insurance

3.10 TERMS AND CONDITIONS

3.10.1 **Indemnity Clause** – The Respondent agrees to indemnify and save harmless the Entity and its officers, agents, and employees from any and all claims, causes or action, and damages of every kind, for injury to or death of any person and damages, to property arising out of or in connection with the work done by Respondent under this contract, and including acts or omissions of the Entity or its officers, agents, or employees in connection with said contract.

3.10.2 **Equal Opportunity Employer** – The successful Respondent shall warrant and agree that he/she is an Equal Opportunity Employer. Should complaints of any form of discrimination, either in dispensation of the service, or within company hiring policies be substantiated, this contract may be terminated immediately.

3.10.3 **Assignment** – The successful Respondent may not assign, sell, or otherwise transfer this contract without prior written consent of the Entity.

3.10.4 **Compliance with Laws** – The Respondent 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.

3.10.4.1 Additionally, all applicable local government codes for the State of Texas also apply to this contract. All equipment, supplies and work furnished under this contract shall comply with applicable laws, ordinances, and regulations. Respondent shall obtain and pay for such permits and inspections as are required for the legal performance of this work, unless otherwise specified. Respondent shall comply with all federal and state laws and Entity's ordinances and codes applicable to the Respondent's operation under this contract. These specifications and the contract resulting here shall be fully governed by the laws of the State of Texas and shall be fully performable in Galveston County, Texas, where venue for any proceeding arising hereunder will lie.

3.10.5 **Silence of Specifications** – The apparent silence of specifications as to any detail, or the apparent omission from it or a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality shall be used. All interpretations of specifications shall be made on the basis of this statement. The Respondent should request clarification from the Entity as specified in this document.

SECTION 4 – EVALUATION CRITERIA

4.1 RESPONSIVENESS OF QUALIFICATIONS SUBMISSION:

Pass/Fail

Qualifications submission shall be responsive to all material requirements that shall enable the evaluation committee to evaluate responses in accordance with the evaluation criteria to make a recommendation to Officials of the Entity.

4.2 FINANCIAL STABILITY OF RESPONDENT:

Pass/Fail

Financial stability of the Respondent to successfully undertake the project and the ability to ensure performance over the duration of the contract.

4.3 TECHNICAL REQUIREMENTS:

100 Points Total

Extent to which the provided service or products meets the needs of the Entity, including, but not limited to, the criteria in the evaluation matrix and in the submission requirements section and as expressed in this document.

4.4 EVALUATION CRITERIA:

Solicitation responses shall be evaluated in accordance with Part 200 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements. The Entity will make the selection on the basis of demonstrated competence and qualifications; and to a Respondent that provides a fair and reasonable price.

The Entity evaluates the responses, prepares a Bid Tabulation sheet, determines the award on the basis of fair and reasonable pricing considered to be the Best Value to the Entity.

Only responses submitted in compliance with the **Schedule of Events + Response Requirements** section and meeting qualifications will be considered. Failure to submit the required information may be cause for rejection of the bid response. The Entity reserves the right to waive informalities and minor irregularities in bids received.

Initial Compliance Screening

The Entity will perform an initial screening of all solicitation responses received. Unsigned solicitation responses, and solicitation responses that do not meet the minimum qualifications above and/or do not include all required forms and information may be subject to rejection without further evaluation.

Additional Evaluation Criteria

All solicitations will be evaluated based on Responsiveness and Price. Responsiveness means adhering to the Terms and Conditions and specifications of the supplies requested.

Evaluation Process: *The Entity's Evaluator(s) completes an evaluation of the submitted proposal using the criteria described below. The proposal submitted must be a firm-fixed price.*

EVALUATION CRITERIA

EVALUATION CRITERIA	SCORE
Responsiveness of Proposal	Pass/Fail
Financial Stability	Pass/Fail
Understanding of Work; Experience and Qualifications	20
Capacity to Perform, Delivery/Service Schedule, and References	20
Pricing	60
TOTAL SCORE	100

SECTION 5 – RESPONSE SUBMISSION REQUIREMENTS

This section details the requirements for submitting all required information. Respondents are advised to see **Schedule of Events + Response Requirements** on Page 4 of this document, and to carefully review all the requirements and submit all documents and information as indicated in this RFP. Additional information may be requested for clarification. Incomplete responses may lead to a submission being deemed nonresponsive and will not be considered.

To ensure some degree of uniformity in the submission, please follow the outline listed below.

5.1 STATEMENT OF INTEREST

The statement of interest should be limited to a maximum of two (2) pages and must include a brief introduction of the company, a statement of the Respondent's understanding of the work to be performed and that the company meets and will comply with the requirements set forth in this document.

5.2 EXPERIENCE AND RELEVANT QUALIFICATIONS

Respondent shall demonstrate related professional qualifications, experience, and knowledge similar to this scope of work. Response should include information similar in scope and size to the scope of work in this RFP. Limit to four (4) pages. Minimum submission shall address the following:

- 5.2.1 **Experience** – Respondents shall provide a concise narrative description of their firm's experience in services similar in size and scope to the requested scope of services. Describe any work performed in or for the Entity. Respondents shall provide descriptions of at least three (3) projects of similar size and scope to this Program. Projects should include project location, duration and project description and scope of work the Respondent performed.
- 5.2.2 **Relevant Qualifications** – Respondents must provide a brief summary to include total number and types of employees, skills, knowledge and abilities, company background history, and number of years in providing similar services as outlined in this document.

5.3 CAPACITY TO PERFORM

Respondent should state its firm commitment to provide goods or services within the prescribed delivery date and time.

- 5.3.1 **Work Capacity:** Respondent shall provide information to demonstrate capacity to perform requested work. Respondents shall provide a detailed typical schedule to show sequence of key work activities and the number of days to complete each task.
- 5.3.4 If applicable, **Bonding Capacity:** Respondent(s) shall provide proof of bonding capacity in a statement addressed to the Entity from a certified bonding company authorized to do business in the State of Texas. The letter must clearly state the amount of Firm's bonding capacity to be reserved for the Entity's projects. Firm shall carry a minimum bonding capacity of the project value upon execution of the Contract. The bond(s) must be made payable to the Entity. In your response, please provide a statement regarding your ability to provide proof of bonding as directed in the Exhibits that follow.

5.4 FINANCIAL STABILITY

Respondent shall provide a statement that includes the following:

- 5.4.1 A full disclosure of any events, liabilities, or contingent liabilities that could affect Respondent's financial ability to perform this contract; and
- 5.4.2 Other financial information sufficient for the Entity, in its sole judgement, to determine if Respondent is financially solvent or adequately capitalized.

5.5 LEGAL ACTIONS

Provide a list of all pending litigation and include a brief description of the reason for legal action (if applicable).

5.6 PRICING

- 5.6.1 Respondents shall complete and submit the Pricing Sheet (see **Attachment B**).
- 5.6.2 Prices for all goods and/or services shall be all inclusive. Pricing offered shall be valid for ninety (90) days from response due date.
- 5.6.3 The Entity is exempt from taxes. DO NOT INCLUDE TAX IN YOUR PRICING SUBMITTAL.
- 5.6.4 Estimated Quantities – Quantities indicated are estimated based upon the best available information. The Entity reserves the right to increase or decrease the quantities by any amount deemed necessary to meet its needs without any adjustments in the bid price.

LIST OF EXHIBITS

EXHIBIT A PROJECT SCOPE OF WORK

EXHIBIT B REQUIRED CONTRACT PROVISIONS

**EXHIBIT C OTHER RELEVANT INFORMATION/SPECIAL
CONDITIONS**

EXHIBIT A – PROJECT SCOPE OF WORK

Item	Description	Quantity	Unit of Measure
1			
2			
3			
4			
5	DELIVERY LOCATION: Provide the Delivery Location	1111 Bayou Road, La Marque, Texas 77568	
6	DELIVERY SCHEDULE: Provide the number of calendar days required for delivery after receipt of the order	Recommended delivery not to exceed number 30 calendar days from date of award; delivery terms may be a factor in determining award. Respondent must contact the Entity point of contact to schedule delivery date and time. Respondent shall provide a minimum forty-eight (48) hours' notice prior to delivery.	

EXHIBIT B – 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
	2 CFR 200 Appendix II (A-L)		
>\$250,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908 , must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.	2 CFR 200 APPENDIX II (A)	Contractor RFP/IFB Contractor RFQ Subrecipients
>\$10,000	All contracts in excess of \$10,000 must address termination for cause and for convenience by the Non-Federal entity including the manner by which it will be affected and the basis for settlement.	2 CFR 200 APPENDIX II (B)	Contractor RFP/IFB Contractor RFQ Subrecipients
None	Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." 41 CFR 60-1.4 Equal opportunity clause. (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: 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: During the performance of this contract, the contractor agrees as follows: (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in	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
	conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin. (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information. (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. (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. (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. (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. (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: 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. The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.		

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	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. 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.		
>\$10,000,000 for ARPA but State Provision Applies at any amount and/or >\$2,000 for CDBG/Braided Funds Projects See TX Prevailing Wage Laws	Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$10,000,00 awarded by Non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The Non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The Non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Non-Federal entity must report all suspected or reported violations to the Federal awarding agency.	2 CFR 200 APPENDIX II (D)	Contractor RFP/IFB Subrecipients
>\$100,000	Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the Non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings	2 CFR 200 APPENDIX II (E)	Contractor RFP/IFB Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	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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	See 2 CFR §200.323 - Procurement of Recovered Materials. 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. 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. 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— 1. Competitively within a timeframe providing for compliance with the contract performance schedule; 2. Meeting contract performance requirements; or 3. At a reasonable price. ii. Information about this requirement, along with the list of EPA-designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program. iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the “Solid Waste Disposal Act.”	2 CFR 200 APPENDIX II (J)	Contractor RFP/IFB Contractor RFQ Subrecipients
	See 2 CFR §200.216 - Prohibition on certain telecommunications and video surveillance services or equipment (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (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). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (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	2 CFR 200 APPENDIX II (K)	Contractor RFP/IFB Contractor RFQ Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	owned or controlled by, or otherwise connected to, the government of a covered foreign country. (b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. (c) See Public Law 115-232, section 889 for additional information. (d) See also § 200.471.		
	See 2 CFR §200.322 - Domestic Preferences for Procurements. (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. (b) For purposes of this section: (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. (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.	2 CFR 200 APPENDIX II (L)	Contractor RFP/IFB Contractor RFQ Subrecipients
	Additional 2 CFR 200 references & Other Regulations		
None	The Federal awarding agency must establish conflict of interest policies for Federal awards. The Non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.	2 CFR 200.112	Contractor RFP/IFB Contractor RFQ Subrecipients
None	Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms. (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. (b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's	2 CFR 200.321	Contractor RFP/IFB Contractor RFQ Subrecipients

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	business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.		
>\$10,000	An NFE (Non-Federal Entity) that is a state agency or an agency of a political subdivision of a state, and the NFE's contractors must comply with Section 6002 of the Solid Waste Disposal Act. Applicable NFEs must include a contract provision requiring compliance with this requirement. This includes contracts awarded by a state agency or political subdivision of a state and its contractors for certain items, as designated by the EPA, with a purchase price greater than \$10,000. Indian Tribal Governments and nonprofit organizations are not required to comply with this provision. Additional requirements are listed below.	2 CFR 200.323	Contractor RFP/IFB Contractor RFQ Subrecipients
None	Financial records, supporting documents, statistical records, and all other Non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon Non-Federal entities. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations. The only exceptions are the following: (a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations. (b) When the Non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period. (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition. All records related to ARPA shall be maintained for 5 years per the ARPA terms and conditions and regulations. (d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the Non-Federal entity All records related to ARPA shall be maintained for 5 years per the ARPA terms and conditions and regulations. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations. (e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the Non-Federal entity's fiscal year in which the program income is earned. (f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates). (1) <i>If submitted for negotiation.</i> If the proposal, plan, or other computation is	2 CFR 200.334	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors

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	required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations. (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. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations.		
None	The Federal awarding agency and the Non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the Non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not 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.	2 CFR 200.336	Contractor RFP/IFB Contractor RFQ Subrecipients
None	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.	Texas Government Code 2252.152	Contractor RFP/IFB Contractor RFQ Subrecipients
>\$100,000	PROVISION REQUIRED IN CONTRACT. (a) This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.	Texas Government Code 2271	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
For Critical Infrastructure Projects	PROHIBITION ON CONTRACTS WITH CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE. PROHIBITED CONTRACTS. (a) A governmental entity may not enter into a contract or other agreement relating to critical infrastructure in this state with a company: (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	Texas Government Code, Title 10, Subtitle F, Chapter 2274.0102	Subrecipients EC 6.1 Awardees

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	warranty and support purposes; and (2) if the governmental entity knows that the company is: (A) owned by or the majority of stock or other ownership interest of the company is held or controlled by: (i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; or (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 (B) headquartered in China, Iran, North Korea, Russia, or a designated country. (b) The prohibition described by Subsection (a) applies regardless of whether: (1) the company's or its parent company's securities are publicly traded; or (2) the company or its parent company is listed on a public stock exchange as: (A) a Chinese, Iranian, North Korean, or Russian company; or (B) a company of a designated country.		
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
ARPA Terms & Conditions			
ARPA Terms, Conditions, & Records	1. Use of Funds. a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing. 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.	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; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients

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ARPA Terms, Conditions, & Records	4. Maintenance of and Access to Records 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. 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. 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.	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	5. Pre-award Costs. Pre-award costs, as defined in 2 CFR § 200.458, may not be paid with funding from this award.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.	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	7. Cost Sharing. Cost sharing or matching funds are not required to be provided by 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	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.	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	9. Compliance with Applicable Law and Regulations. 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. b. Federal regulations applicable to this award include, without limitation, the following: 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 Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award. ii. Universal Identifier and System for Award Management (SAM), 2 CFR Part 25, pursuant to which the award term set forth in Appendix A to 2 CFR Part 25 is	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

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	hereby incorporated by reference. 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. 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. 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. vi. Governmentwide Requirements for Drug-Free Workplace, 31 CFR Part 20. vii. New Restrictions on Lobbying, 31 CFR Part 21. viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations. ix. Generally applicable federal environmental laws and regulations. c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following: i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 CFR Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance; ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability; iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance; iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and 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.		
ARPA Terms, Conditions, & Records	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.	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	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.	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	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	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2;	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors

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	contracts, and/or any other remedy available by law.	Section 602(b), 603(b) and/or 603(c) as applicable	
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; v. An authorized official of the Department of Justice or other law enforcement agency; vi. A court or grand jury; or vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.	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
	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.		
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 C – OTHER RELEVANT INFORMATION/SPECIAL CONDITIONS

Attach any relevant specifications, e.g., municipal/state code specifications, etc., that will be applicable to this purchase.

ATTACHMENTS

THE FOLLOWING DOCUMENTS MUST BE COMPLETED AND INCLUDED IN THE RESPONSE PACKAGE:

1. ATTACHMENT A SIGNED SOLICITATION RESPONSE COVER SHEET/ACKNOWLEDGEMENT OF ADDENDA/SUBMISSION CHECKLIST
2. ATTACHMENT B PRICING SHEET
3. ATTACHMENT C SYSTEM FOR AWARD MANAGEMENT (SAM.GOV) RECORD SEARCH
4. ATTACHMENT D CUSTOMER/CLIENT REFERENCES
5. ATTACHMENT E CERTIFICATE OF INSURANCE (IF APPLICABLE)
6. ATTACHMENT F ETHICS AND CONFLICT OF INTEREST ACKNOWLEDGEMENT
7. ATTACHMENT G STATEMENT OF CONFLICT OF INTEREST (IF ANY)
8. ATTACHMENT H CONFLICT OF INTEREST QUESTIONNAIRE (FORM CIQ)
9. ATTACHMENT I DISCLOSURE OF LOBBYING ACTIVITIES SF-LLL CERTIFICATION
10. ATTACHMENT J TEXAS ETHICS COMMISSION CERTIFICATE OF INTERESTED PARTIES (FORM 1295)
11. ATTACHMENT K BIDDER'S CERTIFICATION
12. ATTACHMENT L NON-COLLUSION AFFIDAVIT

ATTACHMENT A:

SOLICITATION RESPONSE COVER SHEET/ACKNOWLEDGMENT OF ADDENDA/SUBMISSION CHECKLIST

Title of Solicitation:	
Name of Respondent:	
Company:	
Mailing Address:	
City, State, Zip:	
Phone Number:	
Company Contact Email Address:	
Texas Vendor ID Number:	
EIN/Federal Tax Identification Number:	

ACKNOWLEDGEMENT OF ADDENDA

ADDENDUM NO.	DATE ISSUED

☐ Please check this box if no addenda were issued.

ATTACHMENT A (CONTINUED)

SOLICITATION RESPONSE COVER SHEET/ACKNOWLEDGMENT OF ADDENDA/ SUBMISSION CHECKLIST

This checklist is provided for the Respondent's use in assuring compliance with required documentation; however, it does not include all specification requirements and does not relieve the Respondent of the need to read and comply with the specifications. Your submittal of the documents attests to the fact that you have read and/or included the documents with your response.

SUBMISSION CHECKLIST

CHECK FOR COMPLETION	DOCUMENTS REQUIRED FOR SUBMISSION
☐	A. Solicitation Response Cover Sheet/Acknowledgement of Addenda/Submission Checklist
☐	B. Pricing Sheet
☐	C. System for Award Management (SAM.gov) Record Search
☐	D. Customer/Client References
☐	E. Certificate of Insurance (if applicable)
☐	F. Ethics and Conflict of Interest Acknowledgement
☐	G. Statement of Conflicts of Interest (if any)
☐	H. Conflict of Interest Questionnaire (Form CIQ)
☐	Please check this box if the Respondent does not identify a conflict of interest and therefore, will not be submitting the Conflict of Interest Questionnaire Form CIQ.
☐	I. Disclosure of Lobbying Activities SF-LLL Certification (Required for all proposals exceeding \$100,000)
☐	Please check this box if the proposal does not exceed \$100,000.
N/A	J. Texas Ethics Commission Certificate of Interested Parties (Form 1295) (This is a sample and is only required to be completed by the Respondent selected for award.)
☐	K. Bidder's Certification
☐	L. Non-Collusion Affidavit
☐	
☐	

The Respondent's authorized agent must sign this document to acknowledge having read this solicitation carefully and completely, including the list of addenda, and that the information submitted is true and correct.

AUTHORIZED AGENT NAME:	
AUTHORIZED SIGNATURE:	
TITLE OF AUTHORIZED AGENT:	
DATE OF SIGNATURE:	

ATTACHMENT B: PRICING SHEET

Respondent shall complete and submit the following pricing sheet with the proposal response package. The Entity reserves the right to make an award on the basis of best value in the interest of the Entity. ALL PRICING MUST BE FIRM FIXED PRICING.

ITEM	DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENSION
1	Entity should enter the description and quantity of the services/products as contained in the Scope of Work in Exhibit A			\$	\$
2				\$	\$
3				\$	\$
4				\$	\$
5				\$	\$
TOTAL FIRM FIXED PRICE					\$
6	DELIVERY – Number of calendar days for delivery after receipt of the order:			30 calendar days	
Name of Firm:					
RFP #:					
RFP Name:					

AUTHORIZED AGENT – SIGNATURE AND CONTACT INFORMATION

The Respondent's authorized agent must sign this document to acknowledge they read this solicitation carefully and completely, and the information submitted is true and correct.

SIGNATURE OF AUTHORIZED AGENT:	
PRINTED NAME OF AUTHORIZED AGENT:	
TITLE OF AUTHORIZED AGENT:	
DATE OF SIGNATURE:	

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

This project is funded by Coronavirus State and Local Fiscal Recovery Funds which requires all contractors and vendors to be in good standing according to SAM.gov and the Texas State Comptroller's office.

Verification of SAM.gov Status

1. Respondent must not be suspended or debarred at the time of the proposal submittal. The proposal response package must include a completed Non-Debarment Certification Form located **on the next page** herein.
2. All Respondents must be pre-vetted for eligibility to perform the outlined ARPA funded scope of work. A printed screenshot from the SAM.gov website verifies whether the Vendor is excluded from contract participation at the federal level.

Contract Award

The ARPA Award Recipient must verify the SAM.gov status of the Respondent(s) selected for contract award prior to execution of the contract as stated in the Non-Debarment Certification Form. The final verification of the Respondent's SAM.gov status is completed prior to contract award, and in addition to the initial verification documentation provided with the proposal response submittal.

NON-DEBARMENT CERTIFICATION FORM

COMPANY/ENTITY LEGAL NAME:

STREET ADDRESS:

CITY:

STATE:

ZIP:

CONTACT NAME:

CONTACT EMAIL:

CONTACT PHONE:

***UEI #**

****TIN #**

*Subrecipients are required to have a Unique Entity Identifier (UEI) Number prior to an award. 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. **Beneficiary Entities are required to have UEI and/or TIN.

APPLICABLE REGULATIONS: As stated in the ARPA/SLFRF Terms & Conditions: *“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.”*

Also, Federal Executive Order (E.O.) 12549: “Debarment” 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: www.sam.gov

Be advised that we may pursue available remedies per 2 CFR 180.360 as an ARPA recipient entity: *“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.”*

[INITIAL]

CERTIFICATION & SIGNATURE

We hereby certify that we are not excluded, disqualified, or debarred from receiving federally funded awards.

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 this agreement’s termination and/or the repayment of funds.

Your signature certifies that the information provided on this form is correct and 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.

SIGNATURE

PRINTED NAME & TITLE

DATE

FOR DEPARTMENT USE ONLY

SAM Debarment/Certification Record of Clearance

Yes [] No []

Note:

State of Texas Debarred Vendor List Cleared

Yes [] No []

Note:

Verified By:

Yes [] No []

Date:

ATTACHMENT D: CUSTOMER/CLIENT REFERENCES

Respondents shall use Attachment D to describe a minimum of three (3) and maximum of five (5) references for jobs, and corresponding references, completed within last five (5) years.

Respondent's Name: _____

The references shall illustrate recent experience successfully completing work of a similar nature and scope as the work described in this RFP. This form may be modified as needed to comply with the requirement to document company information. ***Failure to return this attachment (or a reasonable facsimile) may result in the proposal being considered non-responsive. Failure to provide references may result in the proposal being considered non-responsive.***

REFERENCE 1:

Company Name:	
Company Address:	
Contact Name/Title/Phone:	
Contact Email:	
Contract Award Date:	
Contract Completion Date:	
Contract Project Name:	
Brief Description of Services:	

REFERENCE 2:

Company Name:	
Company Address:	
Contact Name/Title/Phone:	
Contact Email:	
Contract Award Date:	
Contract Completion Date:	
Contract Project Name:	
Brief Description of Services:	

REFERENCE 3:

Company Name:	
Company Address:	
Contact Name/Title/Phone:	
Contact Email:	
Contract Award Date:	
Contract Completion Date:	
Contract Project Name:	
Brief Description of Services:	

REFERENCE 4:

Company Name:	
Company Address:	
Contact Name/Title/Phone:	
Contact Email:	
Contract Award Date:	
Contract Completion Date:	
Contract Project Name:	
Brief Description of Services:	

REFERENCE 5:

Company Name:	
Company Address:	
Contact Name/Title/Phone:	
Contact Email:	
Contract Award Date:	
Contract Completion Date:	
Contract Project Name:	
Brief Description of Services:	

ATTACHMENT E: CERTIFICATE OF INSURANCE
(PROPOSAL RESPONDER SUPPLIES INSURANCE WITH THE PROPOSAL PACKAGE)

INSURANCE REQUIREMENTS

If requested, the Respondent shall supply an original, certified copy of an insurance certificate listing **the Entity** as additional insured. The successful Respondent will be required to maintain, at all times during performance of the contract, the insurance detailed below. Failure to provide this insurance certificate within the specified amount of time may result in disqualification of bid.

- a. Workers' Compensation Insurance as required by laws and regulations applicable to and covering employees of Contract engaged in the performance of the work under this agreement with a limit of not less than \$1,000,000.00.
- b. Employers' Liability Insurance protecting Responder against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master-servant relationship with a limit of not less than \$1,000,000.00.
- c. Comprehensive General Liability Insurance including products/completed operation with limits of liability of not less than: Bodily Injury \$1,000,000.00 per each person, \$2,000,000.00 per each occurrence/aggregate; Property Damage \$1,000,000.00 per each occurrence;
- d. Excess Liability Insurance Comprehensive General Liability, Comprehensive Automobile Liability and coverages afforded by the policies above, with the minimum limits of \$_____ excess of specified limits.

ATTACHMENT F: ETHICS AND CONFLICT OF INTEREST ACKNOWLEDGEMENT

Public servants are expected to conduct themselves impartially and in a manner that inspires public confidence, while ensuring that responsible contractors have fair and equal access to governmental procurement.

The City of La Marque is committed to protection of government integrity, while also facilitating the recruitment and retention of the skilled personnel necessary to support its operations. To achieve this objective, the City of La Marque has established standards of ethical conduct and conflict of interest policies and expects all vendors, contractors, and subrecipients to adhere to the same core principles as described below.

To achieve these standards, it is essential that those doing business with the City of La Marque also observe the ethical standards prescribed here.

I acknowledge that it is a breach of ethics to attempt to influence any public employee, elected official, or department head to violate the standards of ethical conduct set forth in this code.

I further acknowledge that it is a breach of ethics for any employee of City of La Marque or a vendor doing business with The City of La Marque to participate directly or indirectly in a procurement when the employee or vendor knows that:

- A. The employee or any member of the employee's immediate family or household has a substantial financial interest in a company responding to a City of La Marque procurement.
- B. A business or organization in which the employee or any member of the employee's immediate family has a financial interest pertaining to the procurement.

I understand that it is a breach of ethics to offer, give, or agree to give any employee of City of La Marque, or for any employee to solicit, demand, accept, or agree to accept from a vendor, a gratuity of consequence or any offer of employment in connection with any decision, approval, disapproval, recommendation, preparation, or any part of a program requirement or purchase request influencing the content of specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or controversy, any particular matter pertaining to any program requirement, contract or subcontract, or to any solicitation or proposal therefore pending before City of La Marque.

I acknowledge that it is a breach of ethics for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for City of La Marque as an inducement for the award of a contract or order.

I certify that I have read and understand the ethical standards set forth by City of La Marque and agree to comply with them in all business dealings with The City of La Marque.

SIGNATURE, VENDOR AUTHORIZED REPRESENTATIVE

COMPANY

PRINTED NAME, TITLE

DATE

ATTACHMENT G: STATEMENT OF CONFLICTS OF INTEREST (IF ANY)

The Respondent vendor must describe any conflicts of interest regarding the goods and or services associated with this solicitation.

The Respondent shall complete and submit Form CIQ (Attachment I) if the service provider or key employees have conflicts regarding these services.

The conflict of interest statement is required if the service provider or key employees have conflicts regarding the services and a plan for mitigating the conflict(s).

The Entity may in its sole discretion determine whether a conflict disqualifies a firm, and/or whether a conflict mitigation plan is acceptable.

If the Respondent does not identify a conflict, then they should enter no conflict identified on the Submission Checklist (Attachment A).

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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.

ATTACHMENT I: DISCLOSURE OF LOBBYING ACTIVITIES
SF-LLL 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 of Lobbying Activities," in accordance with its instructions.
- (c) The undersigned shall require that the language in paragraphs (a) and (b) 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, _____ (insert business name), 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	
NAME OF AUTHORIZED AGENT	
TITLE OF AUTHORIZED AGENT	
DATE	

DISCLOSURE OF LOBBYING ACTIVITIES – INSTRUCTIONS

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

1. Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. Status of Federal Action: ☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award	3. Report Type: ☐ a. initial filing ☐ b. material change
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, if known: Name: Street Address: City, State, Zip: Congressional District, if known:		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Name: Street Address: City, State, Zip: Congressional District, if known:
6. Federal Department/Agency:		7. Federal Program Name/Description: CFDA Number, if applicable: _____
8. Federal Action Number, if known:		9. Award Amount, if known: \$
10a. Name and Address of Lobbying Registrant Name (First, MI, Last): Street Address: City, State, Zip:		10b. Individuals Performing Services <i>(including address if different from No. 10a)</i> Name (First, MI, Last): Street Address: City, State, Zip:
11. Information requested through this form is authorized by Title 31 U.S.C., Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. Signature: _____ Name: _____ Title: _____ Telephone: _____ Date: _____		
Federal Use Only		Authorized for Local Reproduction Standard Form – LLL (Rev. 7-97)

(TO BE COMPLETED BY THE AWARDED VENDOR PRIOR TO CONTRACT EXECUTION)

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Revised 12/22/2017

ATTACHMENT K: BIDDER'S CERTIFICATION

In accordance with Texas Government Code Sections 2252.001 through 2252.004 (relating to bids by nonresident contractors), the pertinent portion of the Act has been extracted and is as follows:

1. "Nonresident bidder" refers to a person who is not a resident.
2. "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the greater of the following:

1. the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located; or
2. the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which a majority of the manufacturing relating to the contract will be performed.

I certify that _____ (Company Name) is a

☐ **Resident bidder of Texas** as defined in Section 2252.001(4), Texas Government Code,

OR

☐ **Nonresident bidder** as defined in Section 2252.001(3), Texas Government Code, and our principal place of business is located at _____ (City and State).

Note: If the Respondent is an out-of-state company, a Certificate of Authority from the Secretary of State to do business in Texas must be provided.

SIGNATURE	
NAME OF AUTHORIZED AGENT	
TITLE OF AUTHORIZED AGENT	
DATE	

ATTACHMENT L: NON-COLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT

STATE OF TEXAS §
 §
COUNTY OF _____ §

By the signature below, the signatory for the bidder certifies that neither he/she 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 _____ on
the _____ day of _____, 20____ on behalf of said bidder.

Notary Public in and for the
State of Texas

My commission expires: _____

APPENDIX I – CONTRACT

INVITATION FOR BID NON-CONSTRUCTION ONLY
City of La Marque
AMERICAN RESCUE PLAN ACT (ARPA) PROGRAM
GENERAL SERVICES, SUPPLIES, AND/OR EQUIPMENT CONTRACT

Vendor Name	Vendor Name
Vendor Unique Entity Identifier (UEI) if available	XXXXXXXXXXXXXX
Period of Performance Start Date	
Period of Performance End Date	
Amount of Federal Funds Obligated by this Agreement	\$000,000
Assisted Listing Number (ALN) # 21.027	FAIN #

INTRODUCTION

THIS CONTRACT for General Services, Supplies, and/or Equipment (“Contract”) is made and entered into this [Date], by and between City of La Marque, Texas, hereinafter referred to as the “Entity” and [Vendor Name], hereinafter referred to as the “Vendor.” Entity and Vendor are sometimes each referred to as a “Party” and collectively “Parties.”

The following recitals are incorporated in and made a part of this Contract.

WHEREAS, on March 11, 2021, President Biden signed the U.S. Senate-amended H.R. 1319 (P.L. 117-2) known as the American Rescue Plan Act (hereinafter “ARPA”); and

WHEREAS, under ARPA Section 603 (c)(1)(A) and (3) and the Final Rule 31 CFR 35.6, recipients may use Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) to allocate funds for the provision of government services and/or make necessary investments in water, sewer, and broadband infrastructure; and

WHEREAS, the Entity has determined that it has the objective of providing services to its residents; and

WHEREAS, the Entity has been awarded ARPA funds by the U.S. Department of the Treasury (“Treasury”) which have been distributed to the Entity from ARPA for covered costs and eligible expenses to be incurred during the period which began on March 3, 2021 (the date ARPA became law) until December 31, 2024 (to be fully expended by December 31, 2026); and

WHEREAS the Entity desires to disburse funds to the Vendor to perform certain services or provide certain supplies or equipment in connection therewith as set forth in this Contract and in the Scope of Services attached hereto; and

WHEREAS, Vendor has represented to the Entity that it is duly qualified, eligible, and willing to provide the services identified herein and in the Scope of Services attached hereto.

NOW, THEREFORE, in consideration of the foregoing recitals and the terms and conditions set forth herein, the Parties hereto do mutually agree as follows:

SECTION 1. CONTRACT ADMINISTRATION

SECTION 1.1 CONTACT INFORMATION & NOTICES

For the purposes of this Contract, the Entity's Representative listed below will serve as the primary point of contact for the Vendor. All required reports and communication shall be directed to this liaison and other local personnel as appropriate. The Vendor shall designate a Representative to act on Vendor's behalf for all purposes, including execution of Change Orders and Requests for Payment.

Any notice or communication required or permitted to be given under this Contract must be in writing. The initial contact information of the parties, which one party may change by giving written notice to the other party, are as follows:

City of La Marque		Vendor Name	
1111 Bayou Road, La Marque, Texas 77568		Vendor Address 1	
		Vendor Address 2	
City of La Marque's Representative for Project		Vendor Representative for Project	
Name	Venisha Henderson	Name	
Title	Utility Billing Supervisor	Title	
Phone	409-938-9215	Phone	
Email	v.henderson@cityoflamarque.org	Email	
City of La Marque's Billing Contact		Vendor Billing Contact	
Name	Venisha Henderson	Name	
Title	Utility Billing Supervisor	Title	
Phone	409-938-9215	Phone	
Email	v.henderson@cityoflamarque.org	Email	

SECTION 1.2 PARTS INCORPORATED

Parts Incorporated. In addition to the Exhibits identified below which are incorporated into this Contract, it is understood and agreed that additional terms of this Contract are to be performed in accordance with the proposal documents (scope of work, images, and specifications), submitted proposal response and related exhibits, affidavits, addendums, statutory requirements, and the ARPA Terms & Conditions.

	<u>Exhibits</u>
Exhibit A1	Scope of Work
Exhibit A2	Payment & Pricing Schedule
Exhibit A3	Request for Payment
Exhibit B	ARPA Required Contract Provisions
Exhibit C	Other Relevant Information/Special Conditions for Construction
Exhibit D	Insurance Certificate
Exhibit E	Bid, Performance, and Payment Bonds
Exhibit F	Eligibility Verification (SAM.gov)
Exhibit G	Certificate of Interested Parties (Form 1295)

SECTION 1.4 CONTRACT DOCUMENTS

By reference, the Contract Documents consist of:

- a. This Contract and all exhibits listed, contained, or referenced in this Contract.
- b. All Addenda issued before the Effective Date of this Contract;
- c. All Alternates accepted by the Entity before the Effective Date of this Contract;
- d. All Change Orders issued after the Effective Date of this Contract; and
- e. The response submitted by Vendor in response to the RFP issued by Entity for this Project.

The Contract and Exhibit Documents form the entire and integrated Contract between Entity and Vendor, and supersede all prior negotiations, representations, or agreements, written or oral. To the extent of any conflict between Vendor’s Proposal and any other Contract Document, the Contract Documents shall govern.

If there is an irreconcilable difference between or among the various documents that make up the Contract Documents, the interpretation that provides for a higher quality of material and/or workmanship will prevail over all other interpretations.

1.4.1 Term of Contract and Delivery Schedule – Commencement of Work

Entity shall issue a Notice to Proceed (NTP) identifying the date for commencement of the Work. Vendor shall achieve substantial completion of the Work within 30 calendar days after the commencement date; as such completion date may be extended by approved Change Orders. THE TIME SET FOR COMPLETION OF THE WORK IS AN ESSENTIAL ELEMENT OF THE CONTRACT. In any event, all of the services required and performed hereunder shall be completed no later than September 30, 2024.

1.4.2 Pre-Existing Conditions

Vendor acknowledges that it has been provided access to the existing improvements and conditions on the Project site and that it has thoroughly investigated those conditions. Vendor’s investigation was instrumental in preparing its bid to perform the Work. Vendor shall not make or be entitled to any adjustment to the Contract Time or the Contract Sum arising from Project conditions that the Vendor discovered or, in the exercise of reasonable care, should have discovered

in Vendor's investigation.

1.4.3 Liquidated Damages

Vendor and Entity agree that a breach of this Contract as to completion time will cause damage to the Entity, but further agree that such damage cannot be accurately measured. Therefore, the Parties agree that \$100.00 shall be subtracted from the Contract amount for each and every calendar day that the Work or any portion of the Work remains uncompleted after the expiration of the time period specified in the Notice to Proceed, or as extended by a change order.

1.4.4 Dispute Resolution

Disputes arising under the Contract shall be submitted to a process of resolution pursuant to alternative dispute resolution practices, such as mediation, binding arbitration, or non-binding arbitration pursuant to industry standards, prior to being submitted to a court for adjudication. It is understood that the Entity shall have the right to request mediation if services being provided are deemed deficient in any way.

1.4.5 Acquisition, Merger, Sale and/or Transfer of Business, etc.

It is understood by all parties that if, during the life of the Contract, the Vendor disposes of his/her business concern by acquisition, merger, sale, and or/transfer or by any means conveys his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new vendor will be required to submit all documentation/legal instruments that were required in the original bid/contract. Any change shall be approved by the Entity, who retains the right to reject the transfer of the contract.

1.4.6 Termination of Contract For Cause

This Contract may be terminated by the Entity for cause, including any nonperformance by the Vendor; failure of the Vendor to fulfill in a timely and proper manner its obligations under this Contract; or violation of any of the covenants, agreements, or stipulations of the Contract, upon thirty (30) days' written notice to Vendor including a statement of the reasons, therefore. The determination of the Entity as to the cause of termination and the appropriateness thereof shall be final and binding upon both Entity and Vendor. Cause for termination shall include any material failure by Vendor to comply with any terms of this Contract.

- a. In such event, all finished or unfinished services, documents, data, maps, studies, surveys, drawings, models, photographs, and reports prepared by the Vendor under this Contract shall, at the option of the Entity, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.
- b. Notwithstanding the above, the Vendor shall not be relieved of liability to the Entity for damages sustained by the Entity by virtue of any breach of this Contract by the Vendor, and the Entity may withhold any payments to the Vendor for the purposes of set-off until such time as the exact amount of damages due the Entity from the Vendor is determined.
- c. The Vendor agrees to indemnify and hold the Entity harmless from any liability to subcontractors or suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the Contract by the Entity under this provision.
- d. In case of default by the Vendor, the Entity may procure the goods or services from other sources and hold the Vendor responsible for any excess cost.
- e. Continuation of the terms of the Contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the Entity reserves the right to cancel the Contract.
- f. If this Contract is terminated for cause, excluding funding discontinuance or disapproval, Vendor shall have the right to attempt to cure its failure during the thirty (30) day period prior to termination to the satisfaction of the Entity at the Entity's sole discretion.

1.4.7 Termination of Contract For Convenience of the Entity

The Entity may terminate this Contract at any time by giving at least thirty (30) days' notice in writing to the Vendor. If the Vendor is terminated by the Entity as provided herein, the Vendor will be paid for actual services provided or delivered purchases that are determined acceptable at the sole discretion of the Entity, less payments of compensation previously made. Vendor

1.4.8 Post Expiration and Termination Procedures

Upon expiration or in the event of a prior termination, all remaining and unspent ARPA funds, shall immediately become the sole and separate property of the Entity and the Vendor shall perform all acts and execute all instruments necessary to transfer and assign such funds to the Entity. All finished or unfinished documents, data, studies, reports, and work products prepared by the Vendor under this Contract or with grant funds shall, at the option of the Entity, become Entity's property.

1.4.9 Transitional Period

In the event services are terminated by contract expiration or by voluntary termination by either the Vendor or the Entity, the Vendor shall continue all terms and conditions of said Contract for a period not to exceed thirty (30) days at the Entity's request.

1.4.10 Ownership of Material

The Entity shall retain all of its rights and interest in any and all documents and property, both hard copy and digital furnished by the Entity to the Vendor for the purpose of assisting the Vendor in the performance of this Contract. All such items shall be returned immediately to the Entity at the expiration or termination of the Contract or completion of any related services pursuant thereto, whichever comes first. None of the documents and/or property shall, without the written consent of the Entity, be disclosed to others or used by the Vendor or permitted by the Vendor to be used by their parties at any time except in the performance of the resulting Contract. Ownership of all data, materials and documentation originated and prepared for the Entity pursuant to this Contract shall belong exclusively to the Entity. All data, reports, computerized information, programs, and materials related to this Project shall be delivered to and become the property of the Entity upon completion of the Project. The Vendor shall not have the right to use, sell, or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the Entity.

SECTION 1.5 CONTRACT SUM AND PAYMENTS

The Vendor shall be compensated per the schedule below. Payment to the Vendor shall be based on satisfactory completion of identified services and/or deliverables and payment/invoicing terms as stated in the RFP, or as mutually agreed upon and contained in this Contract. Payment is expressly contingent upon the availability of ARPA funding.

1.5.1 Contract Sum

Entity shall pay Vendor for performance of its obligations under this Contract, including the Base Proposal and Alternate Proposals (if any), the sum of [Spelled out dollar amount here] (\$000,000.00), and make payment in accordance with the provisions of this Section.

1.5.2 Payment & Pricing Schedule

A Payment & Pricing Schedule (see **Exhibit A2**) subdividing the Project into its respective parts (f needed), and which includes values for all items comprising the Project will serve as the basis for payments made to Vendor.

1.5.3 Vendor's Payment Obligations

Vendor shall promptly pay all bills for labor and material performed and furnished by others in connection with this Contract.

- a. The firm shall submit an invoice upon completion of each milestone. Deliverables will be considered complete only upon inspection and written acceptance by the Entity. Each invoice shall include deliverable(s) completed

and the price for each. **The final request for reimbursement must be received by City no later than September 30, 2026.**

1.5.4 Request for Payment

As instructed, all payment requests must be submitted on the Request for Payment (See **Exhibit A3**) including required attachments. Notwithstanding the certification of Vendor's payment requests, the Entity or its Representative will independently review Vendor's payment requests and make a determination as to the amount properly payable to Vendor.

1.5.5 Offsets; Deductions; Withholding

- a. Entity is an agency of the State of Texas and materials and services utilized in the provision of services or purchases may be exempt from state and local taxes. Vendor is responsible for taking full advantage of all tax exemptions applicable to the Project. Entity will deduct from the Requests for Payment and from the Request for Final Payment any taxes paid for materials or services that were entitled to tax exemption.
- b. Amounts assessed as liquidated damages per the above Section of this Contract and other amounts to which Entity is entitled by way of setoff or recovery, if any, shall be deducted from any amounts due Vendor.
- c. Notwithstanding any other contractual provision to the contrary, Entity may withhold any payment from Vendor to the extent reasonably required to protect Entity interests under any of the following circumstances: failure to perform work in accordance with Contract Documents; insufficient documentation in Application for Payment; failure to pay subcontractors, employees, hired laborers or materials suppliers; failure to obtain, renew or maintain insurance coverage as required in this Contract; failure to meet schedule requirements or other scenarios that causes the Entity, in good faith judgment, to determine that the remaining balance will not be sufficient to complete the Work in accordance with this Contract. The right to withhold payment is contingent on giving Vendor a minimum of seven (7) calendar days' written notice of specific defects or defaults and an opportunity to cure same, and on Vendor's failure to cure or to take diligent steps to cure within such seven (7) calendar days.

1.5.6 Final Payment

Vendor's request for Final Payment must not be made until all Work is completed, all requirements of the Vendor Documents have been satisfied, and Vendor delivers the services or equipment.

SECTION 2. ENTITY RESPONSIBILITIES

SECTION 2.1 GENERAL

- a. Entity will cooperate in a timely manner in providing information regarding its requirements.
- b. Entity will review and provide final approval of the general schedule, setting the plan for milestone dates and completion or delivery.
- c. If the Entity has actual knowledge of any fault or defect or non-conformance with the Specifications, the Entity shall give prompt written notice of such fault, defect, or non-conformance to Vendor.
- d. The Entity may designate one or more inspectors of its own who will be given access to the Work as requested or needed. The provision of such inspectors will not reduce or lessen in any respect the Vendor's responsibilities for the Work.
- e. The Entity may furnish or obtain all legal, accounting, auditing, and insurance counseling services for itself as may be necessary for the Project.

SECTION 3. SCOPE OF WORK

SECTION 3.1 GENERAL

Vendor has overall responsibility for and shall furnish all materials, equipment, tools, and labor necessary and reasonably inferable to complete the Work, or any phase of the Work, in accordance with Entity's requirements and the terms of the Contract Documents, including the Drawings, Specifications, Addenda, details, and other documents prepared by Vendor and listed in the attached Exhibits, if applicable.

Vendor's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Entity nor shall Vendor be released from any liability by reason of such approval by Entity, it being understood that Entity at all times is ultimately relying upon Vendor's skill and knowledge in performing the services required hereunder.

SECTION 3.2 PROJECT CONTROL

Vendor shall supervise and direct the Work and shall be solely responsible for means, methods, techniques, sequences, and procedures for the Work. Vendor shall promptly correct any defective or non-conforming Work at Vendor's sole expense and without cost to Entity.

SECTION 3.3 SUBVENDORS

Vendor shall award and enter into all Subcontracts necessary and appropriate to provide all labor and materials for the scope of work.

- a. Vendor shall monitor the Work of the Subcontractors as required and coordinate such Work with a goal to attain Substantial Completion not later than the date for Substantial Completion and at a cost not to exceed the Contract Sum.
- b. Upon request, Vendor shall provide Entity with complete, unaltered copies of all Subcontracts, and all amendments thereto.

SECTION 3.4 HUB SUBCONTRACTING PLAN

Vendor shall comply with the requirements of the HUB Subcontracting Plan and shall not make any changes to the HUB Subcontracting Plan without Entity's written approval.

SECTION 3.5 KEY TASKS

- a. Provide services and purchase of equipment in accordance with delivery schedules and other prescribed timelines herein.
- b. Provide a warranty on all purchased equipment.
- c. Provide excellent customer service. The firm shall be responsive to requests and communicate on a regular basis with the Entity.
- d. Provide and maintain all original and copies of supporting documentation.
- e. Furnish progress reporting as determined or requested by the Entity.
- f. Support and assist the Entity during state/federal monitoring or auditing activities, including providing financial information, reports, and other requests that may be required.

SECTION 3.6 SCHEDULING

Vendor is solely responsible for delivery of the services/equipment in accordance with the Contract Documents on or before the date specified in the Schedule.

SECTION 3.7 NON-CONFORMING WORK

Entity may reject any defective or non-conforming Work on the Project of which Entity becomes aware and Vendor shall promptly correct any such defect at Vendor's own cost without increasing the Contract Sum. Upon discovering that any portion of the Work does not conform with Entity's design concept and/or requirements, including the Design Guidelines and Standard Specifications, due to an error or omission in any Construction Document materials prepared or furnished by or on behalf of Vendor, Vendor shall promptly correct such condition at no additional cost to Entity. If Vendor refuses or fails to correct (or improperly corrects) any such condition within a reasonable time after notice, Entity may cause the condition to be corrected and offset the cost of such correction against any monies owed to Vendor; provided, however, if no monies are owed Vendor at the time the condition is discovered or at the time the condition is corrected by Entity, Vendor shall promptly reimburse the Entity for all expenses incurred to correct the condition. Vendor shall warranty all corrective Work, whether performed by or through Vendor or by a third party retained by Entity in accordance with the immediately preceding sentence due to Vendor's refusal or failure to correct properly any non-conforming Work.

SECTION 3.8 INDEMNIFICATION

Vendor covenants and agrees to indemnify, hold harmless and defend, at its own sole expense, the Entity and its officers, agents, servants, and employees from and against any and all claims or suits for property loss or damage and/or personal injury, including death, to any and all persons, of whatsoever kind or character, whether real or asserted, arising out of or in connection with the execution, performance, attempted performance, or nonperformance of the services under this Contract and/or the operations, activities, and services of the activities described herein; and Vendor hereby assumes all liability and responsibility of the entity and its officers, agents, servants, and employees for any and all claims or suits for property loss or damage and/or personal injury, including death, to any and all persons, of whatsoever kinds or character, whether real or asserted, arising out of or in connection with the execution, performance, attempted performance, or nonperformance of the services or this Contract and/or the operations, activities, and services described herein. Vendor likewise covenants and agrees to and does hereby indemnify and hold harmless entity from and against any and all injury, damage, or destruction of property of entity, arising out of or in connection with all acts or omissions of Vendor, its officers, members, agents, employees, contractors, subcontractors, invitees, licensees, and project participants. Vendor agrees to and shall release Entity, its agents, employees, officers, and legal representatives from all liability for injury, death, damage, or loss to persons or property sustained in connection with or incidental to performance of the services under this Contract.

Vendor shall require all of its contractors and subcontractors to include in its contracts and subcontracts a release and indemnity in favor of the Entity in substantially the same form as above. The indemnity and liability release provided for above shall not apply to any liability resulting from the sole negligence or fault of the Entity, its officers, agents, employees or separate Vendors, and in the event of joint and concurring negligence or fault of the Entity and Vendor, responsibility and indemnity, if any, shall be apportioned in accordance with the laws of the State of Texas, without waiving any governmental immunity available to the entity under Texas law and without waiving any defenses of the parties under Texas law.

The provisions of this section are solely for the benefit of the parties and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity. This section survives termination or expiration of this Contract.

SECTION 3.9 INSURANCE & BONDING

If applicable, Vendor shall provide Insurance and Bid, Performance, and Payment Bonds as prescribed by Entity in the Solicitation documentation and included here as **Exhibit D** and **Exhibit E**.

SECTION 4. REQUIRED PROVISIONS

The Vendor shall comply with the following items:

SECTION 4.1 TERMS AND CONDITIONS

The Vendor agrees to comply with the requirements of Section 503 of the American Rescue Plan Act (ARPA), regulations adopted by Treasury pursuant to Section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. The vendor also specifically agrees to comply with the ARPA Terms & Conditions attached to this Contract in **Exhibit B**.

SECTION 4.2 DEBARMENT AND SUSPENSION

Vendor has provided proof of registration, active/good standing, and non-debarment status in the System for Award Management. Should this status change, the Vendor must notify the Entity immediately.

SECTION 4.3 ASSURANCES OF COMPLIANCE WITH TITLE VI

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

SECTION 4.4 LOBBYING CERTIFICATION & DISCLOSURE

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.

SECTION 4.5 ETHICS MATTERS

Vendor and its employees, agents, representatives, and subcontractors have read and understand the Entity's Conflict of Interest Policy, State of Texas Standards of Conduct and Conflict of Interest Provisions available at [Government Code Chapter 572: Personal Financial Disclosure, Standards of Conduct, and Conflict of Interest \(state.tx.us\)](http://www.state.tx.us/govcode/chapter572/htm00001.htm), and applicable state ethics laws and rules available. Neither Vendor nor its employees, agents, representatives, or subcontractors will assist or cause Entity employees to violate the Conflict of Interest policies, provisions described by State of Texas Standards of Conduct and Conflict of Interest Provisions, or applicable state ethics laws or rules.

SECTION 4.6 MAINTENANCE AND ACCESS TO RECORDS

The Vendor shall maintain records and financial documents sufficient to evidence in compliance with Section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

The Treasury Office of Inspector General, the Government Accountability Office and the Texas Office of the State Comptroller, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of the Vendor in order to conduct audits or other investigations and all records shall be made available upon request. Records shall be maintained by the Vendor for a period of five (5) years after all funds have been expended or returned to the Treasury, whichever is later.

SECTION 5. MISCELLANEOUS PROVISIONS

SECTION 5.1 GENERAL

- a. In any case one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- b. If any action at law or in equity is necessary to enforce or interpret the terms of this Contract, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
- c. This Contract may be amended by mutual agreement of the parties hereto and a writing to be attached to be

incorporated into this Contract.

d. Licenses, Permits, Taxes, Fees, Laws, and Regulations

- i. Vendor warrants that it will obtain, maintain in effect, and pay the cost for all licenses, permits, or certifications that may be necessary for Vendor's performance of this Contract.
- ii. Vendor will be responsible for the payment of all taxes, excises, fees, payroll deductions, employee benefits (if any), fines, penalties or other payments required by federal, state, or local law or regulation in connection with Vendor's performance of this Contract.
- iii. Vendor will comply with and will be responsible for requiring its officers and employees to comply with all applicable federal, state, and local laws and regulations, and the rules and regulations of the Entity.

SECTION 5.2 CAPACITY TO PERFORM

By execution of this Contract, Vendor is certifying that they have the capacity to perform and complete the Scope of Work as provided.

SECTION 5.3 LIMITATION OF LIABILITY

Except for the obligation of Entity to pay Vendor certain fees, costs, and expenses to the extent expressly set forth in this Contract, the Entity shall have no liability to Vendor or to anyone claiming through or under Vendor by reason of the execution or performance of this Contract. Notwithstanding any obligation or liability of Entity to Vendor, no present or future partner or affiliate of the Entity or any agent, officer, director, or employee of the Entity or anyone claiming under the Entity, has or shall have any personal liability to Vendor or to anyone claiming through or under Vendor by reason of the execution or performance of this Contract.

SECTION 5.4 ASSIGNMENT

This Contract is a personal service contract for the services of Vendor, and neither Vendor's interest in this Contract (including, but not limited to Vendor's fees due hereunder), nor Vendor's duties hereunder may be assigned or delegated to a third party except as specifically set forth in this Contract.

SECTION 5.5 GOVERNING LAW AND VENUE

The Vendor 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.

Additionally, all applicable local government codes for the State of Texas also apply to this Contract. All equipment, supplies, and work furnished under this Contract shall comply with applicable laws, ordinances, and regulations. Vendor shall obtain and pay for such permits and inspections as are required for the legal performance of this work, unless otherwise specified. Vendor shall comply with all federal and state laws and Entity's Ordinances and Codes applicable to the Vendor's operation under this Contract. These Specifications and the Contract resulting here from shall be fully governed by the laws of the State of Texas and shall be fully performable in City of La Marque, Texas, where venue for any proceeding arising hereunder will lie.

This Contract will be governed by the laws of the State of Texas without reference to its conflicts of law provisions. Venue for any suits arising from this Contract will be in a court of competent jurisdiction in Galveston County, Texas.

SECTION 5.6 WAIVERS

No delay or omission by either Party in exercising any right or power accruing upon the non-compliance or failure of performance by the other Party of any provision of this Contract or the Contract Documents will impair any such right or power or be construed to be a waiver thereof. A waiver by either Party of any of the covenants, conditions, or agreements of this Contract or any of the Contract Documents to be performed by the other party will not be construed to be a waiver of any subsequent breach of this Contract or the Contract Documents or of any other covenant, condition or agreement contained in this Contract or the Contract Documents.

SECTION 5.7 SEVERABILITY

If any provision of this Contract is for any reason be held invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision of this Contract and this Contract will be construed as if such invalid or unenforceable provision had not been included herein.

SECTION 5.8 NEW LAWS

Parties agree that if there is a change in any laws, rules, or regulations affecting the performance related to this Contract and enacted after the Effective Date of this Contract, the Parties will enter into good faith negotiations to renegotiate the affected terms of this Contract.

BY: _____
(Entity Official)

(Printed Name)

(Title)

(Date)

BY: _____
(Vendor's Authorized Representative)

(Printed Name)

(Title)

(Date)

SECTION 6. EXHIBITS

THE FOLLOWING DOCUMENTS MUST BE COMPLETED AND ATTACHED TO THE CONTRACT:

Exhibit A1	Scope of Work
Exhibit A2	Payment & Pricing Schedule
Exhibit A3	Request for Payment
Exhibit B	ARPA Required Provisions (ARPA Terms & Conditions)
Exhibit C	Other Relevant Information
Exhibit D	Insurance Certificate (if applicable)
Exhibit E	Bid, Performance, and Payment Bonds (if applicable)
Exhibit F	Eligibility Verification (SAM.gov)
Exhibit G	Certificate of Interested Parties (Form 1295)

City of La Marque

1111 Bayou Road
La Marque, TX 77568

REQUEST FOR PROPOSALS (RFP) COMPETITIVE PROCUREMENT FOR GENERAL SERVICES, SUPPLIES, AND/OR EQUIPMENT

This RFP is being supported

by federal award number 74-6012995

allocated to the

City of La Marque, Texas

under the

American Rescue Plan Act (ARPA)

Coronavirus State and Local Fiscal Recovery Funds (SLFRF)

by the U.S. Department of the Treasury



Prepared By: Finance Department

Procurement reference number 2223

American Rescue Plan Act (ARPA) Request for Proposals (RFP)

Date: October 1, 2024

Re: Request for Proposals (RFP) for General Services, Supplies, and/or Equipment funded with Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Allocated Under the American Rescue Plan Act (ARPA)

Dear Vendor:

The City of La Marque, Texas hereinafter called "Entity", has received an allocation of American Rescue Plan Act (ARPA) funds, and is issuing a Request for Proposals (RFP) for a general purchases and supplies contract. The item(s) are being solicited to assist the Entity in completing and implementing programs and/or projects funded with its allocation of ARPA funds.

The Sole Point of Contact for this solicitation may provide information regarding this RFP. Refer to the **Schedule of Events and Selection Summary** in Section 1 of this document for response details.

Respondent is responsible for ensuring that their RFP response is received in a timely manner and that it contains all elements of the RFP, including all required forms and any addendums issued. Respondent should complete the Solicitation Response Cover Sheet/Acknowledgement of Addenda/Submission Checklist contained in Attachment A and all other requirements identified in the RFP. RFP responses received after the deadline will not be opened and therefore not evaluated or considered for award, regardless of whether or not the delay was outside the control of the submitting provider. The City of La Marque, Texas reserves the right to negotiate with providers submitting timely responses in accordance with state and federal procurement requirements, to reject any and all bids, and to select multiple respondents if it deems it's in the best interest of the Entity and/or desires to do so.

The Entity is an Affirmative Action/Equal Opportunity Employer. Minority Business Enterprises, Small Business Enterprises, Women Business Enterprises, and Labor Surplus Area firms are encouraged to submit bids.

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REQUEST FOR PROPOSALS – GENERAL INFORMATION

SECTION 1 – SCHEDULE OF EVENTS AND SELECTION SUMMARY

1.1 SCHEDULE OF EVENTS – ALL DATES ARE TENTATIVE

- 1.1.1 The Entity reserves the right to change dates at any time. At the sole discretion of the Entity, events listed in Section 1 are subject to scheduling changes and cancellation. The Entity will make public any changes to the stated schedule.
- 1.1.2 All requests, questions, or other communication about this solicitation shall be made in writing and addressed to the Entity's Sole Point of Contact listed in the **Schedule of Events + Response Requirements** that follow. Only the Sole Point of Contact may be contacted regarding required elements for this RFP.
- 1.1.3 Respondent must review all documents and information in the *Exhibits* section and complete the required documents in the *Attachments* section. The completed Attachments, including the signed Pricing Sheet, must be contained within the Proposal Response and submitted to the Point of Contact listed in the Schedule of Events + Response Requirements that follow.

SCHEDULE OF EVENTS + RESPONSE REQUIREMENTS

SCHEDULE OF EVENTS	
RFP NOTICE DATE:	October 1, 2024
VENDOR QUESTIONS DUE:	October 15, 2024, 5:00 PM CST
QUESTIONS ANSWERED BY:	October 22, 2024, 5:00 PM CST
PRE-PROPOSAL CONFERENCE: The Entity shall reject responses submitted by firms that do not attend the mandatory pre-proposal conference.	October 10, 2024 http://cityofflamarque.org/bidszoom
SITE VISIT: The Entity shall reject responses submitted by firms that do not attend the mandatory site visit.	If needed, will be scheduled.
PROPOSAL DUE DATE:	October 31, 2024, 10:00 AM CST
ESTIMATED AWARD DATE:	November 18, 2024, 6:00 PM CST
RESPONSE REQUIREMENTS	

QUESTIONS & ANSWERS ONLY – SOLE POINT OF CONTACT	
The Entity will allow written questions and requests for clarification of this solicitation. Questions must be submitted by email to the Sole Point of Contact listed below. Respondents' names will be removed from questions in any responses released.	
SOLE POINT OF CONTACT NAME:	City Clerk
ADDRESS:	1111 Bayou Road La Marque, TX 77568
EMAIL:	bids@cityoflamarque.org
PHONE:	409-938-9259
DELIVERY OF RESPONSE PROPOSAL – POINT OF CONTACT	
For digital delivery, Subject Line should include Respondent's Name, RFP number, time/due date of RFP and completed response and all attachments uploaded to the following point of contact:	
NAME:	-
TITLE:	City Clerk
DELIVERY POINT:	Bidsubmit.cityoflamarque.org
If mailed or hand-delivered, sealed proposals (an original and 3 copies) should be submitted on the original forms provided. Each response must be sealed and should be placed in a properly identified envelope with Respondent's Name, RFP number, and time/due date of RFP.	
For mail or hand-delivery, deliver response and all attachments to:	
NAME:	-
TITLE:	City Clerk
ADDRESS:	1111 Bayou Road LaMarque, TX 77568

1.2 SELECTION OF RESPONDENT(S)

- 1.2.1 The Entity intends to select Respondent(s) that best meet the needs of the Entity and that provide the best overall value. The Entity reserves the right to award multiple contracts from the finalist pool of successful Respondent(s). Respondents will be rated and ranked according to the evaluation criteria set forth below. The Entity intends to enter into negotiations with the top-ranked Respondent (i.e., the most highly qualified) and attempt to negotiate a fair and reasonable price; if negotiations fail, the Entity shall formally end negotiations with that respondent and attempt to negotiate with the next most highly qualified provider. The Entity shall proceed in like manner until it has contracted with a sufficient number of providers to respond to the identified scope of work.
- 1.2.2 The Entity reserves the right to check references on any projects performed by the Respondent, whether provided by the Respondent or known by the Entity.
- 1.2.3 The Entity is not required to accept the lowest cost proposal.
- 1.2.4 The Entity may make such investigation as deemed necessary to determine the ability of the Respondent to perform the work, and the Respondent shall furnish to the Entity all such information by the date specified by the Entity.
- 1.2.5 The Entity may conduct such investigations as it deems necessary or appropriate to assist in the evaluation of any RFP response and to establish the responsibility, qualifications, and financial ability of the Respondent, their proposed subcontractors, and other persons or organizations submitted within a Respondent's response to do the work to the Entity's satisfaction within the prescribed time.
- 1.2.6 The Entity reserves the right to conduct interviews of short-listed Respondent(s) prior to making a final selection.
- 1.2.7 The Entity reserves the right to contact references as deemed necessary to complete its analysis.

See SECTION 4 – EVALUATION CRITERIA, for additional information on how Respondents will be evaluated and selected.

SECTION 2 – INTRODUCTION AND GENERAL CONDITIONS

2.1 GENERAL DESCRIPTION OF THE SCOPE OF WORK (SOW) – SEE SECTION 3 AND EXHIBIT A FOR SOW DETAILS

The Entity has received an allocation of American Rescue Plan Act (ARPA) funds and is issuing a Request for Proposals (RFP) for a general purchases and supplies contract. The item(s) are being solicited to assist the Entity in completing and implementing programs and/or projects funded with its allocation of ARPA funds.

This solicitation includes purchase of:

- 2.1.1 **General Description:** Finance/Accounting ERP; Budgeting/Transparency/Budget Book, Capital Assets, Fixed Assets, General ledger, Accounts Receivable, Accounts Payable, Payroll, Inventory Tracking modules.
- 2.1.2 The scope of work includes all labor, materials, goods and/or services necessary to provide the purchased items, including any installation specified in **Exhibit A**. The respondent shall submit a written copy of all warranty information prior to final acceptance by Entity.
- 2.1.3 **REFERENCED BRAND EXAMPLE:** Catalogs, brand names or manufacturer's references are descriptive only and indicate type and quality desired. Proposals on brands of like nature and quality will be considered. If proposing other than the referenced brands/model number, Respondent must show manufacturer, brand or trade name, product number and provide complete descriptive information of product offered and include with response. Failure to take exception to specifications or reference data will require Respondent to furnish specified brand names, numbers, etc.

2.2 CONSIDERATION OF AWARD

To be considered for award, Respondents must adhere to the requirements, when applicable to Vendors, as set forth in **Exhibit B**, the ARPA Required Provisions, and provide all other required information and documentation as set forth in this solicitation.

2.3 CONTRACT AWARD

The Entity may award a Firm Fixed Price Contract. A Respondent's proposal must be responsive to this solicitation and include all required documents as instructed in the solicitation and listed in the *Solicitation Response Cover Sheet/Acknowledgement of Addenda/Submission Checklist (Attachment A)*.

2.4 TERM OF PURCHASE CONTRACT

The Contract or Purchase Order shall be effective upon date of execution (signed by the Entity designee), shall contain terms and conditions for the purchase, including delivery date and delivery location, and shall expire upon delivery and final acceptance by the Entity. A sample contract is available for review at **Appendix I**.

2.5 BID ACCEPTANCE

- 2.5.1 Proposals must be received, time stamped or otherwise acknowledged before the specified hour and date. Late submittals WILL NOT be considered under any circumstances. The Entity will not be held responsible for any solicitation response that is mishandled prior to receipt by the Entity. The Entity will not be responsible for any technical issues that result in late delivery, inappropriately identified documents, or other submission error that may lead to disqualification (including substantive or administrative) or nonreceipt of the Respondent's response.
- 2.5.2 The Entity reserves the right to accept or reject all proposals, to accept any proposal deemed advantageous and to waive irregularity in the proposals. By submitting a response, the Respondent acknowledges and will adhere to all specifications as stated within this procurement packet.
- 2.5.3 Proposals CANNOT be altered or amended after the due date. Any alterations made before the due time must be initialed by the Respondent or authorized agent. No response may be withdrawn after the due date without approval and based on a written acceptable reason.

- 2.5.4 The Entity reserves the right to revise or amend the specifications prior to the due date. Such revisions or amendments, if any, will be announced by amendments or addendums to these specifications. Copies of such amendments or addendums so issued will be posted to the Entity's bidding websites. If Respondent demonstrates just reason for a change, the Entity must have at least five (5) working days' notice prior to submission due date.
- 2.5.5 In the event that Respondent finds discrepancies in or omissions from the specifications or other documents or be in doubt as to their meaning, Respondent should at once notify the Entity Sole Point of Contact and obtain clarification prior to submitting a response.
- 2.5.6 All Respondents must meet or exceed the minimum specifications to be considered a valid response. The Entity reserves the right to accept or reject all or any part of any response, waive minor technicalities and award the contract either to the lowest responsible Respondent or to the Respondent who provides goods or services at the best value for the Entity.
- 2.5.7 The Respondent agrees to protect the Entity from claims involving infringement of patents or copyrights.

PROPRIETARY OR CONFIDENTIAL INFORMATION; TEXAS PUBLIC INFORMATION ACT: Any proprietary, trade secret, or otherwise confidential information Respondent includes in its Proposal must be clearly labeled as proprietary or confidential information, and Respondent must identify the specific exception to disclosure in the Public Information Act (PIA). Merely making a blanket claim that the entire Proposal is protected from disclosure because it contains some proprietary information is not acceptable and shall make the entire Proposal subject to release under the PIA. Any information which is not clearly identified as proprietary or confidential shall be deemed to be subject to disclosure pursuant to the PIA.

Information, documentation, and other material in connection with this Response or any resulting Contract may be subject to public disclosure under the Texas PIA, Chapter 552 of the Texas Gov't Code.

- 2.5.8 There is no guarantee a contract will be awarded. The Entity reserves the right to cancel this RFP at any time.
- 2.5.9 All proposals become public documents and are subject to public review (upon request and as allowed by law). The submission of an RFP response will constitute representation by the Respondent that it understands and has complied with the requirements of the RFP. Submission of a response indicates the RFP information provided was sufficient in scope and detail to convey understanding of anticipated terms and conditions for performance of the work.
- 2.5.10 RFP Respondents assume all costs of preparation of the proposal. RFP responses become the property of the Entity.

2.6 PROHIBITED COMMUNICATION

On issuance of this solicitation, except for the written inquiries described in Section 2.6 above, the Entity, its representative(s), or partners will not answer any questions or otherwise discuss the contents of this solicitation with any potential respondent. This restriction does not preclude discussions between affected parties for the purposes of conducting business unrelated to this solicitation. Failure to comply with these requirements may result in disqualification of respondent's solicitation response.

2.7 TERMINATION CONDITIONS

See Contract at **Appendix I** for Termination Conditions.

2.7.1 FAILURE TO ENTER INTO A CONTRACT

Should the Selected Respondent (“Vendor”), to whom the contract is awarded, fail to enter into a contract within twenty-one (21) business days, the Entity may then, at its option, retain the Vendor’s bid deposit/bond (if required) and accept the bid of the next lowest responsible bidder.

SECTION 3 – SCOPE OF WORK/TECHNICAL SPECIFICATIONS

3.1 MINIMUM REQUIREMENTS

- 3.1.1 The selected Vendor shall have no convictions or civil judgments preceding nor thereafter this solicitation rendered against Respondent for 1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; 2) violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- 3.1.2 The selected Vendor shall not ever have been indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated above.
- 3.1.3 Where applicable, Vendor’s staff must meet and maintain current certifications and or licensure requirements as mandated by state law or the appropriate licensing authority.
- 3.1.4 Vendor must not be debarred at the time of response submission, and prior to award of a contract. The System for Award Management ([SAM.gov](https://sam.gov)) and the [Texas Comptroller’s](#) Debarred Vendor List will be checked to ensure the Vendor is not excluded from contract participation at the federal level. If the Vendor is debarred, the Vendor’s proposal will not be evaluated.

3.2 SCOPE OF SERVICES Construct

- 3.2.1 **The required products or services shall be provided in accordance with attached Exhibits:**

- **Exhibit A:** Project Scope of Work
- **Exhibit B:** ARPA Required Provisions
- **Exhibit C:** Other Relevant Information

3.2.2 Work Orders

During the term of any contract awarded, the Entity may request the Vendor to perform certain tasks as described in the scope, subject to a specific work order authorization. All work authorizations shall be in writing, signed by all parties, and shall include a scope of services, a list of tasks to be performed, a time schedule, a list of deliverables and such other information or special conditions as may be necessary for the work requested.

- 3.2.3 **Condition of Product:** New Equipment ONLY; NO re-manufactured or “gray market” items. All items must be covered by the manufacturer’s warranty. The unit(s) shall be made ready for continuous operation upon delivery. Respondent is cautioned that any unit delivered to the FOB point that does not meet specifications in every aspect will not be accepted.
- 3.2.4 **All Parts:** All parts not specifically mentioned which are necessary for the unit to be complete and ready for operation or which are normally furnished as standard equipment shall be

furnished by the vendor. All parts shall conform in strength, quality, and workmanship to the accepted standards of the industry.

3.2.5 **Manuals:** Manuals containing illustrated parts list and operating and service instructions for the units shall be delivered with units. Manuals shall outline all necessary service and operating instructions for the units delivered and provide necessary warning and safety precautions.

3.2.6 **Warranty Requirements:** The units shall be warranted against defects in material and workmanship for a standard manufacturer's warranty and shall cover 100% parts and labor for the units. Vendor shall furnish warranty and a list of warrantied repair companies to the Entity at time of delivery. The warranty begins on the date the units are determined to meet specifications and accepted by the Entity.

3.3 DELIVERY AND ACCEPTANCE

3.3.1 **Freight Charges:** Shipping shall be Free on Board (FOB) destination; therefore, unit prices must include all shipping, handling, fuel surcharges, and delivery fees.

3.3.2 **Delivery Schedule:** Recommended delivery not to exceed 120 calendar days from date of award; delivery terms may be a factor in determining award. Respondent must contact the Entity point of contact to schedule delivery date and time. Respondent shall provide a minimum forty-eight (48) hours' notice prior to delivery.

3.4 **DELIVERY CONTACT(S):** Respondent shall contact the Entity for delivery a minimum of one (1) week in advance to coordinate delivery.

Delivery Contact Name:	City Clerk
Phone:	409-938-9259
Email:	bids@cityoflamarque.org

3.5 **REGISTRATION AND TITLING (when applicable):** Permanent registration and titling will be performed by the Entity. **DO NOT REGISTER ITEM.** Respondent shall supply, as applicable, dealer's tag for item for sixty (60) days from date of delivery. The original Certificate of Origin (COO) or Manufacturer's Statement of Origin (MSO) as well as the most current version of TXDMV Form 130U or Application for Texas Title with signature shall be submitted with an invoice to the Entity.

3.6 **DELIVERY DELAYS:** If delay is foreseen, Respondent shall give written notice to the Entity and must keep the Entity advised of status of order at all times. Default in promised Delivery Days After Receipt of Order (ARO) without accepted reasons or failure to meet specifications authorizes the Entity to cancel contract/Purchase Order.

3.7 **COMPLIANT PRODUCTS:** Delivery does not occur until the Respondent delivers products, materials, or services in full compliance with the specifications to Entity's FOB destination, unless delivery is specifically accepted, in whole or in part, by the Entity. Providing products, materials, or services which do not meet all specification requirements does not constitute delivery. The entity reserves the right to require new delivery or a refund in the event that materials or products not meeting

specifications are discovered after payment has been made. **NO SUBSTITUTIONS PERMITTED WITHOUT WRITTEN APPROVAL OF THE ENTITY.**

3.8 ACCEPTANCE: All equipment ordered will be subject to acceptance inspection and performance testing upon receipt. Acceptance inspection and performance testing will not take more than five (5) working days, weather permitting. Respondent will be notified within this time frame of any units not delivered in full compliance with the purchase order specifications. In the event the goods tested fail to meet or exceed all conditions and requirements of the solicitation and Contract, the goods will be rejected in whole or in part, at the State's Entity's option, and returned to the Vendor or held for disposition at the Vendor's expense. Latent defects may result in cancellation of the Contract at no expense to the Entity.

3.9 RECORD KEEPING

3.9.1 Respondents shall provide, enter, or upload all documentation, communications, and records including all permits, certifications, warranties, and approvals regarding all provided services/products as instructed by the Entity.

3.9.2 Respondents shall maintain records of all events that affect, or may be expected to affect the quality, scope, or progress of the services. All records shall be retained for a period of **five (5) years** following the closeout of the Entity's federal grant.

3.9.3 Insurance (Not applicable)

3.9.3.1 If applicable, an original, certified copy of an Insurance Certificate listing the Entity as additional insured, must be submitted with the Respondent's submittal (**see Attachment E for requirements**). The successful Respondent will be required to always maintain during performance of the Contract, the insurance detailed below.

3.9.3.2 Workers' Compensation Insurance

3.9.3.3 Employers' Liability Insurance

3.9.3.4 Comprehensive General Liability Insurance

3.9.3.5 Excess Liability Insurance, Comprehensive General Liability Insurance, Comprehensive Automobile Liability Insurance

3.10 TERMS AND CONDITIONS

3.10.1 **Indemnity Clause** – The Respondent agrees to indemnify and save harmless the Entity and its officers, agents, and employees from any and all claims, causes or action, and damages of every kind, for injury to or death of any person and damages, to property arising out of or in connection with the work done by Respondent under this contract, and including acts or omissions of the Entity or its officers, agents, or employees in connection with said contract.

3.10.2 **Equal Opportunity Employer** – The successful Respondent shall warrant and agree that he/she is an Equal Opportunity Employer. Should complaints of any form of discrimination, either in dispensation of the service, or within company hiring policies be substantiated, this contract may be terminated immediately.

3.10.3 **Assignment** – The successful Respondent may not assign, sell, or otherwise transfer this contract without prior written consent of the Entity.

3.10.4 Compliance with Laws – The Respondent 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.

3.10.4.1 Additionally, all applicable local government codes for the State of Texas also apply to this contract. All equipment, supplies and work furnished under this contract shall comply with applicable laws, ordinances, and regulations. Respondent shall obtain and pay for such permits and inspections as are required for the legal performance of this work, unless otherwise specified. Respondent shall comply with all federal and state laws and Entity's ordinances and codes applicable to the Respondent's operation under this contract. These specifications and the contract resulting here shall be fully governed by the laws of the State of Texas and shall be fully performable in United States of America Galveston County Texas, where venue for any proceeding arising hereunder will lie.

3.10.5 Silence of Specifications – The apparent silence of specifications as to any detail, or the apparent omission from it or a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality shall be used. All interpretations of specifications shall be made on the basis of this statement. The Respondent should request clarification from the Entity as specified in this document.

SECTION 4 – EVALUATION CRITERIA

4.1 RESPONSIVENESS OF QUALIFICATIONS SUBMISSION:

Pass/Fail

Qualifications submission shall be responsive to all material requirements that shall enable the evaluation committee to evaluate responses in accordance with the evaluation criteria to make a recommendation to Officials of the Entity.

4.2 FINANCIAL STABILITY OF RESPONDENT:

Pass/Fail

Financial stability of the Respondent to successfully undertake the project and the ability to ensure performance over the duration of the contract.

4.3 TECHNICAL REQUIREMENTS:

100 Points Total

Extent to which the provided service or products meets the needs of the Entity, including, but not limited to, the criteria in the evaluation matrix and in the submission requirements section and as expressed in this document.

4.4 EVALUATION CRITERIA:

Solicitation responses shall be evaluated in accordance with Part 200 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements. The Entity will make the selection on the basis of demonstrated competence and qualifications; and to a Respondent that provides a fair and reasonable price.

The Entity evaluates the responses, prepares a Bid Tabulation sheet, determines the award based on fair and reasonable pricing considered to be the Best Value to the Entity.

Only responses submitted in compliance with the **Schedule of Events + Response Requirements** section and meeting qualifications will be considered. Failure to submit the required information may be cause for rejection of the bid response. The Entity reserves the right to waive informalities and minor irregularities in bids received.

Initial Compliance Screening

The Entity will perform an initial screening of all solicitation responses received. Unsigned solicitation responses, and solicitation responses that do not meet the minimum qualifications above and/or do not include all required forms and information may be subject to rejection without further evaluation.

Additional Evaluation Criteria

All solicitations will be evaluated based on Responsiveness and Price. Responsiveness means adhering to the Terms and Conditions and specifications of the supplies requested.

Evaluation Process: *The Entity's Evaluator(s) completes an evaluation of the submitted proposal using the criteria described below. The proposal submitted must be a firm-fixed price.*

EVALUATION CRITERIA

EVALUATION CRITERIA	SCORE
Responsiveness of Proposal	Pass/Fail
Financial Stability	Pass/Fail
Understanding of Work; Experience and Qualifications	20
Capacity to Perform, Delivery/Service Schedule, and References	20
Pricing	60
TOTAL SCORE	100

SECTION 5 – RESPONSE SUBMISSION REQUIREMENTS

This section details the requirements for submitting all required information. Respondents are advised to see **Schedule of Events + Response Requirements** on Page 4 of this document, and to carefully review all the requirements and submit all documents and information as indicated in this RFP. Additional information may be requested for clarification. Incomplete responses may lead to a submission being deemed nonresponsive and will not be considered.

To ensure some degree of uniformity in the submission, please follow the outline listed below.

5.1 STATEMENT OF INTEREST

The statement of interest should be limited to a maximum of two (2) pages and must include a brief introduction of the company, a statement of the Respondent's understanding of the work to be performed and that the company meets and will comply with the requirements set forth in this document.

5.2 EXPERIENCE AND RELEVANT QUALIFICATIONS

Respondent shall demonstrate related professional qualifications, experience, and knowledge similar to this scope of work. Response should include information similar in scope and size to the scope of work in this RFP. Limit to four (4) pages. Minimum submission shall address the following:

- 5.2.1 **Experience** – Respondents shall provide a concise narrative description of their firm's experience in services similar in size and scope to the requested scope of services. Describe any work performed in or for the Entity. Respondents shall provide descriptions of at least three (3) projects of similar size and scope to this Program. Projects should include project location, duration and project description and scope of work the Respondent performed.
- 5.2.2 **Relevant Qualifications** – Respondents must provide a brief summary to include total number and types of employees, skills, knowledge and abilities, company background history, and number of years in providing similar services as outlined in this document.

5.3 CAPACITY TO PERFORM

Respondent should state its firm commitment to provide goods or services within the prescribed delivery date and time.

- 5.3.1 **Work Capacity:** Respondent shall provide information to demonstrate capacity to perform requested work. Respondents shall provide a detailed typical schedule to show sequence of key work activities and the number of days to complete each task.
- 5.3.4 If applicable, **Bonding Capacity:** Respondent(s) shall provide proof of bonding capacity in a statement addressed to the Entity from a certified bonding company authorized to do business in the State of Texas. The letter must clearly state the amount of Firm's bonding capacity to be reserved for the Entity's projects. Firm shall carry a minimum bonding capacity of the project value upon execution of the Contract. The bond(s) must be made payable to the Entity. In your response, please provide a statement regarding your ability to provide proof of bonding as directed in the Exhibits that follow.

5.4 FINANCIAL STABILITY

Respondent shall provide a statement that includes the following:

- 5.4.1 A full disclosure of any events, liabilities, or contingent liabilities that could affect Respondent's financial ability to perform this contract; and
- 5.4.2 Other financial information sufficient for the Entity, in its sole judgement, to determine if Respondent is financially solvent or adequately capitalized.

5.5 LEGAL ACTIONS

Provide a list of all pending litigation and include a brief description of the reason for legal action (if applicable).

5.6 PRICING

- 5.6.1 Respondents shall complete and submit the Pricing Sheet (see **Attachment B**).
- 5.6.2 Prices for all goods and/or services shall be all inclusive. The pricing offered shall be valid for ninety (90) days from response due date.
- 5.6.3 The Entity is exempt from taxes. DO NOT INCLUDE TAX IN YOUR PRICING SUBMITTAL.
- 5.6.4 Estimated Quantities – Quantities indicated are estimated based upon the best available information. The Entity reserves the right to increase or decrease the quantities by any amount deemed necessary to meet its needs without any adjustments in the bid price.

LIST OF EXHIBITS

EXHIBIT A PROJECT SCOPE OF WORK

EXHIBIT B REQUIRED CONTRACT PROVISIONS

**EXHIBIT C OTHER RELEVANT INFORMATION/SPECIAL
CONDITIONS**

EXHIBIT A – PROJECT SCOPE OF WORK

Item	Description	Quantity	Unit of Measure
1	Accounting/Finance Software with full transparency capability for the city website-Cloud based only	1	
2	Full-service Payroll software with a robust human resource module. (If not in one software, will explore separate system)	1	
3	Full Budgeting and planning/transparency module, fixed asset module, capital asset module, debt management, accounts payable, Inventory tracking, accounts receivable, utility billing capabilities (full service to accommodate 2-3 billing cycles), Budget book preparation that meet the GFOA award requirements.	1	
4	Training of personnel and support for the duration of having the software. See additional scope, vendor qualifications, community development systems-general requirements and implementation, technology, support and maintenance, cost and schedule below.	1	
5	DELIVERY LOCATION: Provide the Delivery Location	1111 Bayou Road La Marque Texas 77568	
6	DELIVERY SCHEDULE: Provide the number of calendar days required for delivery after receipt of the order	60-90 days	

Vendor Qualifications

Provide a written narrative corresponding to each of the items below:

1. Provide a company profile including length of time in business, number of full-time staff, and business locations.
2. Describe your company's experience in the services specified in the RFP. Examples of completed projects, as current as possible should be submitted.
3. Provide current reference information for at least three (3) current clients using the proposed software in its entirety.
4. Describe any awards or special professional recognition your firm has received.
5. Provide any additional experiences that would be relevant, including the number of years employees have worked in government.
6. Provide resumes for individuals who would work on this project. Teams with a diverse range of skills and experience will be considered advantageous.

Project Scope

The Project Scope, as may be modified through negotiation and/or by written addendum, will be made a

part of the Agreement. Through this RFP, the City of La Marque specifically intends to procure the following:
The following modules must be included in the desired system:

- Community Development
- Public Portal
- Permitting & Licensing
- Code Enforcement
- Workflow & eSignature
- Reporting
- Dashboards
- Analysis
- Transparency
- Performance Measures
- Citizen Engagement

Asset Management System - General Requirements

1. Integrate natively to current standards of ArcGIS Online ESRI products and provide bi-directional edit capabilities directly to and from the Enterprise AGOL database.
2. Possess a solid customer base of county agencies in the State of Texas using the Vendor's software to manage Water and Wastewater assets and associated preventive maintenance, service requests and operations tasks.
3. Demonstrate reporting capabilities to support Capital Project/Maintenance Scenario Planning objectives.
4. Demonstrate successful experience implementing the proposed software in an enterprise ArcGIS Online environment.
5. Implementation, set up and training should be performed by the software vendor without requiring implementation services provided by third parties.
6. Functional, technical and implementation requirements stated within this RFP should be met by configuring the existing commercial off-the-shelf software. Any substantial new development required for the proposed solution to meet requirements should be clearly identified.
7. Allow County to maintain access to the data for report and query generation without the need for a programming specialist.
8. Provide solutions for user-friendly mobile technology for field crews working with limited connectivity.
9. Provide spatial capabilities through ESRI's ArcGIS Online platform to augment all facets of operations management activities, permitting constraints, budget utilization and risk mitigation.
10. Track specific assets, including the ability to track condition attributes, work and maintenance history, cost of maintaining the asset and asset lifecycle management.
11. Provide option(s) for mobile external (Resident) and internal request management integration.
12. Provide option(s) for on-going support and adaptation to changing business needs directly from the software developer.

Work Management Solution should provide the organization with the ability to:

1. Create and complete work associated to both assets and non-assets
2. Easily create, assign, prioritize, and complete work activities
3. Associate multiple requests and tasks to work orders
4. Project activities with their cost, to maximize the life of assets
5. Generate auto-notifications via email related to assigned and completed work

Asset Management Solution should provide the organization with the ability to:

1. Create and modify asset inventories and track asset attributes in ArcGIS Online geodatabase
2. Associate multiple asset types to single master assets such as road segment and/or flood facility
3. Assign performance curves to track asset condition, criticality, and useful life
4. Result inspection to update asset condition
5. Set up/configure preventative maintenance schedules on assets and trigger work based on asset condition, time, and usage
6. Create custom assets
7. Associate asset to requests, tasks, work order

Request Management – Citizen Reporting Solution should provide the ability to:

1. Intake location-based requests from citizens through website and mobile applications for **Android and iOS devices**
2. Validate requests against jurisdictional boundaries and provide rules-based request management for those outside of County responsibility areas
3. Identify/avoid duplicate or redundant requests

Capital Project and Maintenance Scenario Planning options should allow project/program managers to:

1. Create and modify work order/project with work plans and activities through built in forms and templates
2. View roll-up of work order activities for project/program level cost and progress tracking
3. Review costs versus completion status to monitor and manage project and/or program schedule, progress and budget
4. Track and report on budget projected versus actual expended by up to 100 funding sources defined in the cost accounting and management system
5. Generate real-time project/program status reporting that provide budget and completion status through built in forms and templates for:
 - a. Funding source (general fund, tax revenue, development impact area/restricted fee revenue, cooperative agreement funds from other jurisdictions, funds restricted to flood control zones, etc.)
 - b. Polygon area (Supervisory district, unincorporated community, maintenance yard, flood control zone, environmental permit boundary, etc.)
 - c. Asset (paved road, unpaved road, bridge, flood control facility)
6. Monitor overall five-year capital improvement project budget utilization and status by funding source, phase and/or milestone.

Customizable in-app help and training should have the ability to:

1. Measure and track engagement with analytic tools. Analytic tools should help measure average daily time spent in the application, days each user is active, number of events or actions a user has performed, usage trends and more. All measurements should be configurable by user specified date ranges.

Community Development System - General Requirements

1. Plan Application Tracking
 - a. Provide on-line and reporting capabilities of all plan review activities from project submittal through permit issuance to project completion.
2. Permitting

- a. Monitor all building activity, issue a variety of permit types (building, mechanical, electrical, plumbing, right of way, residential alarm and sprinkler, commercial alarm and sprinkler, arcade, chicken coups, etc.), link to related records, account for all appropriate fees, and validate that contractors are licensed with the local and state governments.
- b. Ability to have some permits that require no additional administrative review following submission and payment to have the capability to be instantly/automatically approved.
- c. Notification functionality that would alert applicant and staff of the pending expiration of a permit.
- d. Ability to customize permit number formatting.
- e. Ability to flag a property or parcel with a “Stop Work” directive and double fees on designated properties.
- f. Ability to see an estimate of the fees that will be required for a permit prior to submission.

3. Inspection Tracking and Scheduling

- a. Allow automatic creation of specific inspection types based on permit applications.
- b. Track both routine and periodic inspections of buildings and property, and manage all building inspection scheduling activities.
- c. Allow online customer inspection requests and provide calendaring functionality for inspectors that allow them to easily create a daily schedule from inspection requests.
- d. Allow real time inspection results to be publicly available to all users including via email to permit holder.
- e. Provides ticklers for permits and inspections with no activity.
- f. Allows an inspector to see a map of their daily inspections.
- g. Permits should automatically close upon a successful final inspection.

4. Code Enforcement

- a. Allows for the monitoring of codes and management of violations associated with all building projects and property maintenance.
- b. Includes dating functionality that provides reminders for follow-up inspections or needed activities.
- c. Allows for the online submission of anonymous code enforcement complaints without prior registration as well as the generation of automated letters based on identified code violations.

5. License Management

- a. Provide the ability to issue, track, and renew multiple licenses in various categories for one business.
- b. Maintain historical information regarding relocation of businesses, ownership transfers, and change in the nature of the business.

6. Public Portal

- a. The online portal should allow for communication tracking with staff on status updates throughout the review and approval process and be able to integrate with payments and digital signature solutions to allow for an entirely online experience.
- b. Additionally, the configuration of the portal should be manageable for staff and not require programming to customize instructions and fields.

7. Mobility/In-Field Usage:

- a. View, schedule and modify inspections and record notes while in the field from laptops, iPads and tablet devices.
- b. Allow pictures to be easily attached to inspection reports.
- c. Ability to quickly access all contact details for the owner, applicant, contractor or

complainant as well as attached plans.

d. Retrieve data by searching any parameter, including permit #, contractor, address, etc.

8. All historical data including permits and contractor information must have the possibility of being migrated to the new system as part of implementation.

9. Integrate with our existing GIS data.

10. The system must be cloud-based and include deployment for mobile use. Additionally the system must provide continued operation of mobile activities if network connectivity is lost.

11. The new system must track all permits/activities through each stage of their process in a way that all staff can easily view pertinent data about a permit/activity.

12. Some permits/activities require review and approval by multiple departments and individuals. The tracking system must provide a simple process for granting and revoking approvals by these various disciplines at any stage up to the final approval.

13. The new system must provide a method for correcting a permit, license or approval that was issued or finalized.

14. The system must provide methods for the public to access selected data about permits/activities via the internet.

15. The system must provide an internet based method for the public to create designated simple permits. Although online payments may not be initially used, it is likely that it will be implemented in the future; therefore the ability to make payments on any permit/activity is highly desirable.

16. The proposal must discuss the system's potential for accommodating future technical advances in processing such as electronic plan submission and markup and live chat functions.

17. It is highly desirable if the system provides a method for interfacing with document management solutions.

18. The system must include standard reports including permit and inspection documents as well as detailed and summarized reports for permitting and other land use activities.

19. The system must provide a method to query data and create custom reports, pulling data from any field within the database. The system must also allow for those queries and reports to be saved for the individual user as well as other users.

20. A solution that will provide a high level of functionality with ease of use is desired. Consideration will be given to a well-designed and proven software system that has an excellent user experience, rich capabilities, and robust ad hoc reporting tools.

Implementation

Outline all project phases including a description of tasks performed and length of time to complete each task. Clearly define the responsibilities for the Township during each phase of the project.

1. Implementation must be conducted in-house by the vendor's team without outsourcing any portion of the work to third-party entities or subcontractors

2. Project team leaders-- names of individuals who would be overseeing this project, including a description of experience.

3. Describe the discovery process including how you will collect information.

4. Describe the data conversion process and if there are dedicated personnel assigned to this process. All historical data including permits and contractor information must be migrated to the new system as part of implementation.

5. Identify all training included in the project cost. If there is a training cost not included in the project phases, it must be specifically identified. Also address any recommended training and associated prices.

6. Describe any mechanisms put in place to effectively prevent change orders and scope creep, ensuring project stability and successful delivery

7. Provide any additional information about your organization that you feel is relevant to the decision-making process.

Technology

Provide a narrative corresponding to each of the Technology items below:

1. The SaaS application must be multi-tenant and provide ongoing updates and feature enhancements.
2. For hosting services, identify whether it is a dedicated or shared server and any server redundancy.
3. Describe redundancy and scalability to avoid unexpected outages.
4. Describe the disaster recovery plan while maintaining high availability.
5. Describe any interfaces already built to other software or services.
6. Describe data conversion capabilities and requirements.

Support and Maintenance

Provide a narrative corresponding to each of the Technology items below:

1. Provides live trainings and webinars for new features
2. Create an unlimited set of custom guides, on-boarding files, tutorials and content specific to the agency.
3. Provides self-paced on-demand courses and videos at no additional cost
4. Describe availability of robust self-service documentation. How will you support the training of new Township employees on the system?
5. Access to a dedicated customer success manager.
6. Provide access to live chat/phone/email support from 7:00 AM to 7:00 PM PST, 7:00 AM to 7:00 PM CST. Provide response to high-priority issues within one (1) to two (2) hours.
7. Describe software updates and site maintenance activities including the number of updates typically provided each year.
8. Provide access to 24/7 portal to provide product feedback

EXHIBIT B – 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
	2 CFR 200 Appendix II (A-L)		
>\$250,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908 , must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.	2 CFR 200 APPENDIX II (A)	Contractor RFP/IFB Contractor RFQ Subrecipients
>\$10,000	All contracts in excess of \$10,000 must address termination for cause and for convenience by the Non-Federal entity including the manner by which it will be affected and the basis for settlement.	2 CFR 200 APPENDIX II (B)	Contractor RFP/IFB Contractor RFQ Subrecipients
None	Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." 41 CFR 60-1.4 Equal opportunity clause. (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: 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: During the performance of this contract, the contractor agrees as follows: (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in	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
	conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin. (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information. (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. (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. (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. (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. (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: 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. The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.		

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	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. 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.		
>\$10,000,000 for ARPA but State Provision Applies at any amount and/or >\$2,000 for CDBG/Braided Funds Projects See TX Prevailing Wage Laws	Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$10,000,00 awarded by Non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The Non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The Non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Non-Federal entity must report all suspected or reported violations to the Federal awarding agency.	2 CFR 200 APPENDIX II (D)	Contractor RFP/IFB Subrecipients
>\$100,000	Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the Non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings	2 CFR 200 APPENDIX II (E)	Contractor RFP/IFB Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	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

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	See 2 CFR §200.323 - Procurement of Recovered Materials. 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. 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. 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— 1. Competitively within a timeframe providing for compliance with the contract performance schedule; 2. Meeting contract performance requirements; or 3. At a reasonable price. ii. Information about this requirement, along with the list of EPA-designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program. iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the “Solid Waste Disposal Act.”	2 CFR 200 APPENDIX II (J)	Contractor RFP/IFB Contractor RFQ Subrecipients
	See 2 CFR §200.216 - Prohibition on certain telecommunications and video surveillance services or equipment (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (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). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (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	2 CFR 200 APPENDIX II (K)	Contractor RFP/IFB Contractor RFQ Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	owned or controlled by, or otherwise connected to, the government of a covered foreign country. (b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. (c) See Public Law 115-232, section 889 for additional information. (d) See also § 200.471.		
	See 2 CFR §200.322 - Domestic Preferences for Procurements. (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. (b) For purposes of this section: (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. (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.	2 CFR 200 APPENDIX II (L)	Contractor RFP/IFB Contractor RFQ Subrecipients
	Additional 2 CFR 200 references & Other Regulations		
None	The Federal awarding agency must establish conflict of interest policies for Federal awards. The Non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.	2 CFR 200.112	Contractor RFP/IFB Contractor RFQ Subrecipients
None	Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms. (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. (b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's	2 CFR 200.321	Contractor RFP/IFB Contractor RFQ Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.		
>\$10,000	An NFE (Non-Federal Entity) that is a state agency or an agency of a political subdivision of a state, and the NFE's contractors must comply with Section 6002 of the Solid Waste Disposal Act. Applicable NFEs must include a contract provision requiring compliance with this requirement. This includes contracts awarded by a state agency or political subdivision of a state and its contractors for certain items, as designated by the EPA, with a purchase price greater than \$10,000. Indian Tribal Governments and nonprofit organizations are not required to comply with this provision. Additional requirements are listed below.	2 CFR 200.323	Contractor RFP/IFB Contractor RFQ Subrecipients
None	Financial records, supporting documents, statistical records, and all other Non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon Non-Federal entities. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations. The only exceptions are the following: (a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations. (b) When the Non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period. (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition. All records related to ARPA shall be maintained for 5 years per the ARPA terms and conditions and regulations. (d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the Non-Federal entity All records related to ARPA shall be maintained for 5 years per the ARPA terms and conditions and regulations. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations. (e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the Non-Federal entity's fiscal year in which the program income is earned. (f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates). (1) <i>If submitted for negotiation.</i> If the proposal, plan, or other computation is	2 CFR 200.334	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations. (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. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations.		
None	The Federal awarding agency and the Non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the Non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not 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.	2 CFR 200.336	Contractor RFP/IFB Contractor RFQ Subrecipients
None	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.	Texas Government Code 2252.152	Contractor RFP/IFB Contractor RFQ Subrecipients
>\$100,000	PROVISION REQUIRED IN CONTRACT. (a) This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.	Texas Government Code 2271	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
For Critical Infrastructure Projects	PROHIBITION ON CONTRACTS WITH CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE. PROHIBITED CONTRACTS. (a) A governmental entity may not enter into a contract or other agreement relating to critical infrastructure in this state with a company: (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	Texas Government Code, Title 10, Subtitle F, Chapter 2274.0102	Subrecipients EC 6.1 Awardees

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	warranty and support purposes; and (2) if the governmental entity knows that the company is: (A) owned by or the majority of stock or other ownership interest of the company is held or controlled by: (i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; or (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 (B) headquartered in China, Iran, North Korea, Russia, or a designated country. (b) The prohibition described by Subsection (a) applies regardless of whether: (1) the company's or its parent company's securities are publicly traded; or (2) the company or its parent company is listed on a public stock exchange as: (A) a Chinese, Iranian, North Korean, or Russian company; or (B) a company of a designated country.		
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
ARPA Terms & Conditions			
ARPA Terms, Conditions, & Records	1. Use of Funds. a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing. 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.	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; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
ARPA Terms, Conditions, & Records	4. Maintenance of and Access to Records 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. 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. 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.	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	5. Pre-award Costs. Pre-award costs, as defined in 2 CFR § 200.458, may not be paid with funding from this award.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.	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	7. Cost Sharing. Cost sharing or matching funds are not required to be provided by 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	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.	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	9. Compliance with Applicable Law and Regulations. 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. b. Federal regulations applicable to this award include, without limitation, the following: 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 Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award. ii. Universal Identifier and System for Award Management (SAM), 2 CFR Part 25, pursuant to which the award term set forth in Appendix A to 2 CFR Part 25 is	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
	hereby incorporated by reference. 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. 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. 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. vi. Governmentwide Requirements for Drug-Free Workplace, 31 CFR Part 20. vii. New Restrictions on Lobbying, 31 CFR Part 21. viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations. ix. Generally applicable federal environmental laws and regulations. c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following: i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 CFR Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance; ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability; iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance; iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and 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.		
ARPA Terms, Conditions, & Records	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.	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	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.	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	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	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2;	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	contracts, and/or any other remedy available by law.	Section 602(b), 603(b) and/or 603(c) as applicable	
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; v. An authorized official of the Department of Justice or other law enforcement agency; vi. A court or grand jury; or vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.	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
	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.		
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 C – OTHER RELEVANT INFORMATION/SPECIAL CONDITIONS

Attach any relevant specifications, e.g., municipal/state code specifications, etc., that will be applicable to this purchase.

ATTACHMENTS

THE FOLLOWING DOCUMENTS MUST BE COMPLETED AND INCLUDED IN THE RESPONSE PACKAGE:

1. ATTACHMENT A SIGNED SOLICITATION RESPONSE COVER SHEET/ACKNOWLEDGEMENT OF ADDENDA/SUBMISSION CHECKLIST
2. ATTACHMENT B PRICING SHEET
3. ATTACHMENT C SYSTEM FOR AWARD MANAGEMENT (SAM.GOV) RECORD SEARCH
4. ATTACHMENT D CUSTOMER/CLIENT REFERENCES
5. ATTACHMENT E CERTIFICATE OF INSURANCE (IF APPLICABLE)
6. ATTACHMENT F ETHICS AND CONFLICT OF INTEREST ACKNOWLEDGEMENT
7. ATTACHMENT G STATEMENT OF CONFLICT OF INTEREST (IF ANY)
8. ATTACHMENT H CONFLICT OF INTEREST QUESTIONNAIRE (FORM CIQ)
9. ATTACHMENT I DISCLOSURE OF LOBBYING ACTIVITIES SF-LLL CERTIFICATION
10. ATTACHMENT J TEXAS ETHICS COMMISSION CERTIFICATE OF INTERESTED PARTIES (FORM 1295)
11. ATTACHMENT K BIDDER'S CERTIFICATION
12. ATTACHMENT L NON-COLLUSION AFFIDAVIT

ATTACHMENT A:

SOLICITATION RESPONSE COVER SHEET/ACKNOWLEDGMENT OF ADDENDA/SUBMISSION CHECKLIST

Title of Solicitation:	
Name of Respondent:	
Company:	
Mailing Address:	
City, State, Zip:	
Phone Number:	
Company Contact Email Address:	
Texas Vendor ID Number:	
EIN/Federal Tax Identification Number:	

ACKNOWLEDGEMENT OF ADDENDA

ADDENDUM NO.	DATE ISSUED

☐ Please check this box if no addenda were issued.

ATTACHMENT A (CONTINUED)

SOLICITATION RESPONSE COVER SHEET/ACKNOWLEDGMENT OF ADDENDA/ SUBMISSION CHECKLIST

This checklist is provided for the Respondent's use in assuring compliance with required documentation; however, it does not include all specification requirements and does not relieve the Respondent of the need to read and comply with the specifications. Your submittal of the documents attests to the fact that you have read and/or included the documents with your response.

SUBMISSION CHECKLIST

CHECK FOR COMPLETION	DOCUMENTS REQUIRED FOR SUBMISSION
☐	A. Solicitation Response Cover Sheet/Acknowledgement of Addenda/Submission Checklist
☐	B. Pricing Sheet
☐	C. System for Award Management (SAM.gov) Record Search
☐	D. Customer/Client References
☐	E. Certificate of Insurance (if applicable)
☐	F. Ethics and Conflict of Interest Acknowledgement
☐	G. Statement of Conflicts of Interest (if any)
☐	H. Conflict of Interest Questionnaire (Form CIQ)
☐	Please check this box if the Respondent does not identify a conflict of interest and therefore, will not be submitting the Conflict of Interest Questionnaire Form CIQ.
☐	I. Disclosure of Lobbying Activities SF-LLL Certification (Required for all proposals exceeding \$100,000)
☐	Please check this box if the proposal does not exceed \$100,000.
N/A	J. Texas Ethics Commission Certificate of Interested Parties (Form 1295) (This is a sample and is only required to be completed by the Respondent selected for award.)
☐	K. Bidder's Certification
☐	L. Non-Collusion Affidavit
☐	
☐	

The Respondent's authorized agent must sign this document to acknowledge having read this solicitation carefully and completely, including the list of addenda, and that the information submitted is true and correct.

AUTHORIZED AGENT NAME:	
AUTHORIZED SIGNATURE:	
TITLE OF AUTHORIZED AGENT:	
DATE OF SIGNATURE:	

ATTACHMENT B: PRICING SHEET

Respondent shall complete and submit the following pricing sheet with the proposal response package. The Entity reserves the right to make an award on the basis of best value in the interest of the Entity. ALL PRICING MUST BE FIRM FIXED PRICING.

ITEM	DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENSION
1	Entity should enter the description and quantity of the services/products as contained in the Scope of Work in Exhibit A			\$	\$
2				\$	\$
3				\$	\$
4				\$	\$
5				\$	\$
TOTAL FIRM FIXED PRICE					\$
6	DELIVERY – Number of calendar days for delivery after receipt of the order:			90 calendar days	
Name of Firm:					
RFP #:					
RFP Name:					

AUTHORIZED AGENT – SIGNATURE AND CONTACT INFORMATION

The Respondent's authorized agent must sign this document to acknowledge they read this solicitation carefully and completely, and the information submitted is true and correct.

SIGNATURE OF AUTHORIZED AGENT:	
PRINTED NAME OF AUTHORIZED AGENT:	
TITLE OF AUTHORIZED AGENT:	
DATE OF SIGNATURE:	

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

This project is funded by Coronavirus State and Local Fiscal Recovery Funds which requires all contractors and vendors to be in good standing according to SAM.gov and the Texas State Comptroller's office.

Verification of SAM.gov Status

1. Respondent must not be suspended or debarred at the time of the proposal submittal. The proposal response package must include a completed Non-Debarment Certification Form located **on the next page** herein.
2. All Respondents must be pre-vetted for eligibility to perform the outlined ARPA funded scope of work. A printed screenshot from the SAM.gov website verifies whether the Vendor is excluded from contract participation at the federal level.

Contract Award

The ARPA Award Recipient must verify the SAM.gov status of the Respondent(s) selected for contract award prior to execution of the contract as stated in the Non-Debarment Certification Form. The final verification of the Respondent's SAM.gov status is completed prior to contract award, and in addition to the initial verification documentation provided with the proposal response submittal.

NON-DEBARMENT CERTIFICATION FORM

COMPANY/ENTITY LEGAL NAME:

STREET ADDRESS:

CITY:

STATE:

ZIP:

CONTACT NAME:

CONTACT EMAIL:

CONTACT PHONE:

***UEI #**

****TIN #**

*Subrecipients are required to have a Unique Entity Identifier (UEI) Number prior to an award. 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. **Beneficiary Entities are required to have UEI and/or TIN.

APPLICABLE REGULATIONS: As stated in the ARPA/SLFRF Terms & Conditions: *“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.”*

Also, Federal Executive Order (E.O.) 12549: “Debarment” 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: www.sam.gov

Be advised that we may pursue available remedies per 2 CFR 180.360 as an ARPA recipient entity: *“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.”*

[INITIAL]

CERTIFICATION & SIGNATURE

We hereby certify that we are not excluded, disqualified, or debarred from receiving federally funded awards.

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 this agreement’s termination and/or the repayment of funds.

Your signature certifies that the information provided on this form is correct and 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.

SIGNATURE

PRINTED NAME & TITLE

DATE

FOR DEPARTMENT USE ONLY

SAM Debarment/Certification Record of Clearance

Yes [] No []

Note:

State of Texas Debarred Vendor List Cleared

Yes [] No []

Note:

Verified By:

Yes [] No []

Date:

ATTACHMENT D: CUSTOMER/CLIENT REFERENCES

Respondents shall use Attachment D to describe a minimum of three (3) and maximum of five (5) references for jobs, and corresponding references, completed within last five (5) years.

Respondent's Name: _____

The references shall illustrate recent experience successfully completing work of a similar nature and scope as the work described in this RFP. This form may be modified as needed to comply with the requirement to document company information. ***Failure to return this attachment (or a reasonable facsimile) may result in the proposal being considered non-responsive. Failure to provide references may result in the proposal being considered non-responsive.***

REFERENCE 1:

Company Name:	
Company Address:	
Contact Name/Title/Phone:	
Contact Email:	
Contract Award Date:	
Contract Completion Date:	
Contract Project Name:	
Brief Description of Services:	

REFERENCE 2:

Company Name:	
Company Address:	
Contact Name/Title/Phone:	
Contact Email:	
Contract Award Date:	
Contract Completion Date:	
Contract Project Name:	
Brief Description of Services:	

REFERENCE 3:

Company Name:	
Company Address:	
Contact Name/Title/Phone:	
Contact Email:	
Contract Award Date:	
Contract Completion Date:	
Contract Project Name:	
Brief Description of Services:	

REFERENCE 4:

Company Name:	
Company Address:	
Contact Name/Title/Phone:	
Contact Email:	
Contract Award Date:	
Contract Completion Date:	
Contract Project Name:	
Brief Description of Services:	

REFERENCE 5:

Company Name:	
Company Address:	
Contact Name/Title/Phone:	
Contact Email:	
Contract Award Date:	
Contract Completion Date:	
Contract Project Name:	
Brief Description of Services:	

ATTACHMENT E: CERTIFICATE OF INSURANCE
(PROPOSAL RESPONDER SUPPLIES INSURANCE WITH THE PROPOSAL PACKAGE)

INSURANCE REQUIREMENTS

If requested, the Respondent shall supply an original, certified copy of an insurance certificate listing **the Entity** as additional insured. The successful Respondent will be required to maintain, at all times during performance of the contract, the insurance detailed below. Failure to provide this insurance certificate within the specified amount of time may result in disqualification of bid.

- a. Workers' Compensation Insurance as required by laws and regulations applicable to and covering employees of Contract engaged in the performance of the work under this agreement with a limit of not less than \$1,000,000.00.
- b. Employers' Liability Insurance protecting Responder against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master-servant relationship with a limit of not less than \$1,000,000.00.
- c. Comprehensive General Liability Insurance including products/completed operation with limits of liability of not less than: Bodily Injury \$1,000,000.00 per each person, \$2,000,000.00 per each occurrence/aggregate; Property Damage \$1,000,000.00 per each occurrence;
- d. Excess Liability Insurance Comprehensive General Liability, Comprehensive Automobile Liability and coverages afforded by the policies above, with the minimum limits of \$NA excess of specified limits.

ATTACHMENT F: ETHICS AND CONFLICT OF INTEREST ACKNOWLEDGEMENT

Public servants are expected to conduct themselves impartially and in a manner that inspires public confidence, while ensuring that responsible contractors have fair and equal access to governmental procurement.

The City of La Marque is committed to the protection of government integrity, while also facilitating the recruitment and retention of the skilled personnel necessary to support its operations. To achieve this objective, The City of La Marque has established standards of ethical conduct and conflict of interest policies and expects all vendors, contractors, and subrecipients to adhere to the same core principles as described below.

To achieve these standards, it is essential that those doing business with the City of La Marque also observe the ethical standards prescribed here.

I acknowledge that it is a breach of ethics to attempt to influence any public employee, elected official, or department head to violate the standards of ethical conduct set forth in this code.

I further acknowledge that it is a breach of ethics for any employee of City of La Marque or a vendor doing business with the City of La Marque to participate directly or indirectly in a procurement when the employee or vendor knows that:

- A. The employee or any member of the employee's immediate family or household has a substantial financial interest in a company responding to a City of La Marque procurement.
- B. A business or organization in which the employee or any member of the employee's immediate family has a financial interest pertaining to the procurement.

I understand that it is a breach of ethics to offer, give, or agree to give any employee of City of La Marque, or for any employee to solicit, demand, accept, or agree to accept from a vendor, a gratuity of consequence or any offer of employment in connection with any decision, approval, disapproval, recommendation, preparation, or any part of a program requirement or purchase request influencing the content of specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or controversy, any particular matter pertaining to any program requirement, contract or subcontract, or to any solicitation or proposal therefore pending before City of La Marque.

I acknowledge that it is a breach of ethics for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for City of La Marque as an inducement for the award of a contract or order.

I certify that I have read and understand the ethical standards set forth by the City of La Marque and agree to comply with them in all business dealings with the City of La Marque.

SIGNATURE, VENDOR AUTHORIZED REPRESENTATIVE

COMPANY

PRINTED NAME, TITLE

DATE

ATTACHMENT G: STATEMENT OF CONFLICTS OF INTEREST (IF ANY)

The Respondent vendor must describe any conflicts of interest regarding the goods and or services associated with this solicitation.

The Respondent shall complete and submit Form CIQ (Attachment I) if the service provider or key employees have conflicts regarding these services.

The conflict of interest statement is required if the service provider or key employees have conflicts regarding the services and a plan for mitigating the conflict(s).

The Entity may in its sole discretion determine whether a conflict disqualifies a firm, and/or whether a conflict mitigation plan is acceptable.

If the Respondent does not identify a conflict, then they should enter no conflict identified on the Submission Checklist (Attachment A).

ATTACHMENT H: CONFLICT OF INTEREST QUESTIONNAIRE (FORM CIQ)

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.	OFFICE USE ONLY 	
1 Name of vendor who has a business relationship with local governmental entity. 		
2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
3 Name of local government officer about whom the information is being disclosed. Name of Officer		
4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary. A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor? ☐ Yes ☐ No B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity? ☐ Yes ☐ No		
5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more. 		
6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).		
7 Signature of vendor doing business with the governmental entity Date		

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

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

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

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

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

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

- (2) the vendor:

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

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

or

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

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

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

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

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

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

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

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

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

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

- (1) the date that the vendor:

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

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

- (2) the date the vendor becomes aware:

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

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

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

ATTACHMENT I: DISCLOSURE OF LOBBYING ACTIVITIES
SF-LLL 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 of Lobbying Activities," in accordance with its instructions.
- (c) The undersigned shall require that the language in paragraphs (a) and (b) 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, _____ (insert business name), 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	
NAME OF AUTHORIZED AGENT	
TITLE OF AUTHORIZED AGENT	
DATE	

DISCLOSURE OF LOBBYING ACTIVITIES – INSTRUCTIONS

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

1. Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. Status of Federal Action: ☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award	3. Report Type: ☐ a. initial filing ☐ b. material change
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, if known: Name: Street Address: City, State, Zip: Congressional District, if known:		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Name: Street Address: City, State, Zip: Congressional District, if known:
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10a. Name and Address of Lobbying Registrant Name (First, MI, Last): Street Address: City, State, Zip:	10b. Individuals Performing Services <i>(including address if different from No. 10a)</i> Name (First, MI, Last): Street Address: City, State, Zip:	
11. Information requested through this form is authorized by Title 31 U.S.C., Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. Signature: _____ Name: _____ Title: _____ Telephone: _____ Date: _____		
Federal Use Only		Authorized for Local Reproduction Standard Form – LLL (Rev. 7-97)

(TO BE COMPLETED BY THE AWARDED VENDOR PRIOR TO CONTRACT EXECUTION)

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Revised 12/22/2017

ATTACHMENT K: BIDDER'S CERTIFICATION

In accordance with Texas Government Code Sections 2252.001 through 2252.004 (relating to bids by nonresident contractors), the pertinent portion of the Act has been extracted and is as follows:

1. "Nonresident bidder" refers to a person who is not a resident.
2. "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the greater of the following:

1. the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located; or
2. the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which a majority of the manufacturing relating to the contract will be performed.

I certify that _____ (Company Name) is a

☐ **Resident bidder of Texas** as defined in Section 2252.001(4), Texas Government Code,

OR

☐ **Nonresident bidder** as defined in Section 2252.001(3), Texas Government Code, and our principal place of business is located at _____ (City and State).

Note: If the Respondent is an out-of-state company, a Certificate of Authority from the Secretary of State to do business in Texas must be provided.

SIGNATURE	
NAME OF AUTHORIZED AGENT	
TITLE OF AUTHORIZED AGENT	
DATE	

ATTACHMENT L: NON-COLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT

STATE OF TEXAS §
 §
COUNTY OF _____ §

By the signature below, the signatory for the bidder certifies that neither he/she 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 _____ on
the _____ day of _____, 20____ on behalf of said bidder.

Notary Public in and for the
State of Texas

My commission expires: _____

APPENDIX I – SAMPLE CONTRACT

SAMPLE CONTRACT – INVITATION FOR BID NON-CONSTRUCTION ONLY

City of La Marquee

AMERICAN RESCUE PLAN ACT (ARPA) PROGRAM

GENERAL SERVICES, SUPPLIES, AND/OR EQUIPMENT CONTRACT

Vendor	Vendor Name
Vendor Unique Entity Identifier (UEI) if available	XXXXXXXXXXXXXX
Period of Performance Start Date	August 8, 2023
Period of Performance End Date	August 30, 2026
Amount of Federal Funds Obligated by this Agreement	\$000,000
Assisted Listing Number (ALN) # 21.027	FAIN #

INTRODUCTION

THIS CONTRACT for General Services, Supplies, and/or Equipment (“Contract”) is made and entered into this [Date], by and between [City of La Marque], Texas, hereinafter referred to as the “Entity” and [Vendor], hereinafter referred to as the “Vendor.” Entity and Vendor are sometimes each referred to as a “Party” and collectively “Parties.”

The following recitals are incorporated in and made a part of this Contract.

WHEREAS, on March 11, 2021, President Biden signed the U.S. Senate-amended H.R. 1319 (P.L. 117-2) known as the American Rescue Plan Act (hereinafter “ARPA”); and

WHEREAS, under ARPA Section 603 (c)(1)(A) and (3) and the Final Rule 31 CFR 35.6, recipients may use Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) to allocate funds for the provision of government services and/or make necessary investments in water, sewer, and broadband infrastructure; and

WHEREAS, the Entity has determined that it has the objective of providing services to its residents; and

WHEREAS, the Entity has been awarded ARPA funds by the U.S. Department of the Treasury (“Treasury”) which have been distributed to the Entity from ARPA for covered costs and eligible expenses to be incurred during the period which began on March 3, 2021 (the date ARPA became law) until December 31, 2024 (to be fully expended by December 31, 2026); and

WHEREAS, the Entity desires to disburse funds to the Vendor to perform certain services or provide certain supplies or equipment in connection therewith as set forth in this Contract and in the Scope of Services attached hereto; and

WHEREAS, Vendor has represented to the Entity that it is duly qualified, eligible, and willing to provide the services identified herein and in the Scope of Services attached hereto.

NOW, THEREFORE, in consideration of the foregoing recitals and the terms and conditions set forth herein, the Parties hereto do mutually agree as follows:

SECTION 1. CONTRACT ADMINISTRATION

SECTION 1.1 CONTACT INFORMATION & NOTICES

For the purposes of this Contract, the Entity's Representative listed below will serve as the primary point of contact for the Vendor. All required reports and communication shall be directed to this liaison and other local personnel as appropriate. The Vendor shall designate a Representative to act on Vendor's behalf for all purposes, including execution of Change Orders and Requests for Payment.

Any notice or communication required or permitted to be given under this Contract must be in writing. The initial contact information of the parties, which one party may change by giving written notice to the other party, are as follows:

City of La Marque		Vendor	
1111 Bayou Road		Vendor Address 1	
Entity Address 2		Vendor Address 2	
Entity Representative for Project		Vendor Representative for Project	
Christine Turner		Name	
Finance Director		Title	
409-938-9205		Phone	
c.turner@cityoflamarque.org		Email	
Entity Billing Contact		Vendor Billing Contact	
Christine Turner		Name	
Finance Director		Title	
409-938-9205		Phone	
c.turner@cityoflamarque.org		Email	

SECTION 1.2 PARTS INCORPORATED

Parts Incorporated. In addition to the Exhibits identified below which are incorporated into this Contract, it is understood and agreed that additional terms of this Contract are to be performed in accordance with the proposal documents (scope of work, images, and specifications), submitted proposal response and related exhibits, affidavits, addendums, statutory requirements, and the ARPA Terms & Conditions.

	<u>Exhibits</u>
Exhibit A1	Scope of Work
Exhibit A2	Payment & Pricing Schedule
Exhibit A3	Request for Payment
Exhibit B	ARPA Required Contract Provisions
Exhibit C	Other Relevant Information/Special Conditions for Construction
Exhibit D	Insurance Certificate
Exhibit E	Bid, Performance, and Payment Bonds
Exhibit F	Eligibility Verification (SAM.gov)
Exhibit G	Certificate of Interested Parties (Form 1295)

SECTION 1.4 CONTRACT DOCUMENTS

By reference, the Contract Documents consist of:

- a. This Contract and all exhibits listed, contained, or referenced in this Contract.
- b. All Addenda issued before the Effective Date of this Contract;
- c. All Alternates accepted by the Entity before the Effective Date of this Contract;
- d. All Change Orders issued after the Effective Date of this Contract; and
- e. The response submitted by Vendor in response to the IFB issued by Entity for this Project.

The Contract and Exhibit Documents form the entire and integrated Contract between Entity and Vendor, and supersede all prior negotiations, representations, or agreements, written or oral. To the extent of any conflict between Vendor’s Proposal and any other Contract Document, the Contract Documents shall govern.

If there is an irreconcilable difference between or among the various documents that make up the Contract Documents, the interpretation that provides for a higher quality of material and/or workmanship will prevail over all other interpretations.

1.4.1 Term of Contract and Delivery Schedule – Commencement of Work

Entity shall issue a Notice to Proceed (NTP) identifying the date for commencement of the Work. Vendor shall achieve substantial completion of the Work within ____ calendar days after the commencement date; as such completion date may be extended by approved Change Orders. THE TIME SET FOR COMPLETION OF THE WORK IS AN ESSENTIAL ELEMENT OF THE CONTRACT. In any event, all of the services required and performed hereunder shall be completed no later than _____.

1.4.2 Pre-Existing Conditions

Vendor acknowledges that it has been provided access to the existing improvements and conditions on the Project site and that it has thoroughly investigated those conditions. Vendor's investigation was instrumental in preparing its bid to perform the Work. Vendor shall not make or be entitled to any adjustment to the Contract Time or the Contract Sum arising from Project conditions that the Vendor discovered or, in the exercise of reasonable care, should have discovered in Vendor's investigation.

1.4.3 Liquidated Damages

Vendor and Entity agree that a breach of this Contract as to completion time will cause damage to the Entity, but further agree that such damage cannot be accurately measured. Therefore, the Parties agree that \$100.00 shall be subtracted from the Contract amount for each and every calendar day that the Work or any portion of the Work remains uncompleted after the expiration of the time period specified in the Notice to Proceed, or as extended by a change order.

1.4.4 Dispute Resolution

Disputes arising under the Contract shall be submitted to a process of resolution pursuant to alternative dispute resolution practices, such as mediation, binding arbitration, or non-binding arbitration pursuant to industry standards, prior to being submitted to a court for adjudication. It is understood that the Entity shall have the right to request mediation if services being provided are deemed deficient in any way.

1.4.5 Acquisition, Merger, Sale and/or Transfer of Business, etc.

It is understood by all parties that if, during the life of the Contract, the Vendor disposes of his/her business concern by acquisition, merger, sale, and or/transfer or by any means conveys his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new vendor will be required to submit all documentation/legal instruments that were required in the original bid/contract. Any change shall be approved by the Entity, who retains the right to reject the transfer of the contract.

1.4.6 Termination of Contract For Cause

This Contract may be terminated by the Entity for cause, including any nonperformance by the Vendor; failure of the Vendor to fulfill in a timely and proper manner its obligations under this Contract; or violation of any of the covenants, agreements, or stipulations of the Contract, upon thirty (30) days' written notice to Vendor including a statement of the reasons, therefore. The determination of the Entity as to the cause of termination and the appropriateness thereof shall be final and binding upon both Entity and Vendor. Cause for termination shall include any material failure by Vendor to comply with any terms of this Contract.

- a. In such event, all finished or unfinished services, documents, data, maps, studies, surveys, drawings, models, photographs, and reports prepared by the Vendor under this Contract shall, at the option of the Entity, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.
- b. Notwithstanding the above, the Vendor shall not be relieved of liability to the Entity for damages sustained by the Entity by virtue of any breach of this Contract by the Vendor, and the Entity may withhold any payments to the Vendor for the purposes of set-off until such time as the exact amount of damages due the Entity from the Vendor is determined.
- c. The Vendor agrees to indemnify and hold the Entity harmless from any liability to subcontractors or suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the Contract by the Entity under this provision.

- d. In case of default by the Vendor, the Entity may procure the goods or services from other sources and hold the Vendor responsible for any excess cost.
- e. Continuation of the terms of the Contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the Entity reserves the right to cancel the Contract.
- f. If this Contract is terminated for cause, excluding funding discontinuance or disapproval, Vendor shall have the right to attempt to cure its failure during the thirty (30) day period prior to termination to the satisfaction of the Entity at the Entity's sole discretion.

1.4.7 Termination of Contract For Convenience of the Entity

The Entity may terminate this Contract at any time by giving at least thirty (30) days' notice in writing to the Vendor. If the Vendor is terminated by the Entity as provided herein, the Vendor will be paid for actual services provided or delivered purchases that are determined acceptable at the sole discretion of the Entity, less payments of compensation previously made. Vendor

1.4.8 Post Expiration and Termination Procedures

Upon expiration or in the event of a prior termination, all remaining and unspent ARPA funds, shall immediately become the sole and separate property of the Entity and the Vendor shall perform all acts and execute all instruments necessary to transfer and assign such funds to the Entity. All finished or unfinished documents, data, studies, reports, and work products prepared by the Vendor under this Contract or with grant funds shall, at the option of the Entity, become Entity's property.

1.4.9 Transitional Period

In the event services are terminated by contract expiration or by voluntary termination by either the Vendor or the Entity, the Vendor shall continue all terms and conditions of said Contract for a period not to exceed thirty (30) days at the Entity's request.

1.4.10 Ownership of Material

The Entity shall retain all of its rights and interest in any and all documents and property, both hard copy and digital furnished by the Entity to the Vendor for the purpose of assisting the Vendor in the performance of this Contract. All such items shall be returned immediately to the Entity at the expiration or termination of the Contract or completion of any related services pursuant thereto, whichever comes first. None of the documents and/or property shall, without the written consent of the Entity, be disclosed to others or used by the Vendor or permitted by the Vendor to be used by their parties at any time except in the performance of the resulting Contract. Ownership of all data, materials and documentation originated and prepared for the Entity pursuant to this Contract shall belong exclusively to the Entity. All data, reports, computerized information, programs, and materials related to this Project shall be delivered to and become the property of the Entity upon completion of the Project. The Vendor shall not have the right to use, sell, or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the Entity.

SECTION 1.5 CONTRACT SUM AND PAYMENTS

The Vendor shall be compensated per the schedule below. Payment to the Vendor shall be based on satisfactory completion of identified services and/or deliverables and payment/invoicing terms as stated in the IFB, or as mutually agreed upon and contained in this Contract. Payment is expressly contingent upon the availability of ARPA funding.

1.5.1 Contract Sum

Entity shall pay Vendor for performance of its obligations under this Contract, including the Base Proposal and Alternate Proposals (if any), the sum of [Spelled out dollar amount here] (\$000,000.00), and make payment in accordance with the provisions of this Section.

1.5.2 Payment & Pricing Schedule

A Payment & Pricing Schedule (see **Exhibit A2**) subdividing the Project into its respective parts (f needed), and which includes values for all items comprising the Project will serve as the basis for payments made to Vendor.

1.5.3 Vendor's Payment Obligations

Vendor shall promptly pay all bills for labor and material performed and furnished by others in connection with this Contract.

- a. Firm shall submit an invoice upon completion of each milestone. Deliverables will be considered complete only upon inspection and written acceptance by the Entity. Each invoice shall include deliverable(s) completed and the price for each. **The final request for reimbursement must be received by City/County no later than September 30, 2026.**

1.5.4 Request for Payment

As instructed, all payment requests must be submitted on the Request for Payment (See **Exhibit A3**) including required attachments. Notwithstanding the certification of Vendor's payment requests, the Entity or its Representative will independently review Vendor's payment requests and make a determination as to the amount properly payable to Vendor.

1.5.5 Offsets; Deductions; Withholding

- a. Entity is an agency of the State of Texas and materials and services utilized in the provision of services or purchases may be exempt from state and local taxes. Vendor is responsible for taking full advantage of all tax exemptions applicable to the Project. Entity will deduct from the Requests for Payment and from the Request for Final Payment any taxes paid for materials or services that were entitled to tax exemption.
- b. Amounts assessed as liquidated damages per the above Section of this Contract and other amounts to which Entity is entitled by way of setoff or recovery, if any, shall be deducted from any amounts due Vendor.
- c. Notwithstanding any other contractual provision to the contrary, Entity may withhold any payment from Vendor to the extent reasonably required to protect Entity interests under any of the following circumstances: failure to perform work in accordance with Contract Documents; insufficient documentation in Application for Payment; failure to pay subcontractors, employees, hired laborers or materials suppliers; failure to obtain, renew or maintain insurance coverage as required in this Contract; failure to meet schedule requirements or other scenarios that causes the Entity, in good faith judgment, to determine that the remaining balance will not be sufficient to complete the Work in accordance with this Contract. The right to withhold payment is contingent on giving Vendor a minimum of seven (7) calendar days' written notice of specific defects or defaults and an opportunity to cure same, and on Vendor's failure to cure or to take diligent steps to cure within such seven (7) calendar days.

1.5.6 Final Payment

Vendor's request for Final Payment must not be made until all Work is completed, all requirements of the Vendor Documents have been satisfied, and Vendor delivers the services or equipment.

SECTION 2. ENTITY RESPONSIBILITIES

SECTION 2.1 GENERAL

- a. Entity will cooperate in a timely manner in providing information regarding its requirements.
- b. Entity will review and provide final approval of the general schedule, setting the plan for milestone dates and completion or delivery.
- c. If the Entity has actual knowledge of any fault or defect or non-conformance with the Specifications, the Entity shall give prompt written notice of such fault, defect, or non-conformance to Vendor.
- d. The Entity may designate one or more inspectors of its own who will be given access to the Work as requested or needed. The provision of such inspectors will not reduce or lessen in any respect Vendor's responsibilities for the Work.
- e. The Entity may furnish or obtain all legal, accounting, auditing, and insurance counseling services for itself as may be necessary for the Project.

SECTION 3. SCOPE OF WORK

SECTION 3.1 GENERAL

Vendor has overall responsibility for and shall furnish all materials, equipment, tools, and labor necessary and reasonably inferable to complete the Work, or any phase of the Work, in accordance with Entity's requirements and the terms of the Contract Documents, including the Drawings, Specifications, Addenda, details, and other documents prepared by Vendor and listed in the attached Exhibits, if applicable.

Vendor's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Entity nor shall Vendor be released from any liability by reason of such approval by Entity, it being understood that Entity at all times is ultimately relying upon Vendor's skill and knowledge in performing the services required hereunder.

SECTION 3.2 PROJECT CONTROL

Vendor shall supervise and direct the Work and shall be solely responsible for means, methods, techniques, sequences, and procedures for the Work. Vendor shall promptly correct any defective or non-conforming Work at Vendor's sole expense and without cost to Entity.

SECTION 3.3 SUBVENDORS

Vendor shall award and enter into all Subcontracts necessary and appropriate to provide all labor and materials for the scope of work.

- a. Vendor shall monitor the Work of the Subcontractors as required and coordinate such Work with a goal to attain Substantial Completion not later than the date for Substantial Completion and at a cost not to exceed the Contract Sum.
- b. Upon request, Vendor shall provide Entity with complete, unaltered copies of all Subcontracts, and all amendments thereto.

SECTION 3.4 HUB SUBCONTRACTING PLAN

Vendor shall comply with the requirements of the HUB Subcontracting Plan and shall not make any changes to the HUB Subcontracting Plan without Entity's written approval.

SECTION 3.5 KEY TASKS

- a. Provide services and purchase of equipment in accordance with delivery schedules and other prescribed timelines herein.
- b. Provide a warranty on all purchased equipment.
- c. Provide excellent customer service. The firm shall be responsive to requests and communicate on a regular basis with the Entity.
- d. Provide and maintain all original and copies of supporting documentation.
- e. Furnish progress reporting as determined or requested by the Entity.
- f. Support and assist the Entity during state/federal monitoring or auditing activities, including providing financial information, reports, and other requests that may be required.

SECTION 3.6 SCHEDULING

Vendor is solely responsible for delivery of the services/equipment in accordance with the Contract Documents on or before the date specified in the Schedule.

SECTION 3.7 NON-CONFORMING WORK

Entity may reject any defective or non-conforming Work on the Project of which Entity becomes aware and Vendor shall promptly correct any such defect at Vendor's own cost without increasing the Contract Sum. Upon discovering that any portion of the Work does not conform with Entity's design concept and/or requirements, including the Design Guidelines and Standard Specifications, due to an error or omission in any Construction Document materials prepared or furnished by or on behalf of Vendor, Vendor shall promptly correct such condition at no additional cost to Entity. If Vendor refuses or fails to correct (or improperly corrects) any such condition within a reasonable time after notice, Entity may cause the condition to be corrected and offset the cost of such correction against any monies owed to Vendor; provided, however, if no monies are owed Vendor at the time the condition is discovered or at the time the condition is corrected by Entity, Vendor shall promptly reimburse the Entity for all expenses incurred to correct the condition. Vendor shall warranty all corrective Work, whether performed by or through Vendor or by a third party retained by Entity in accordance with the immediately preceding sentence due to Vendor's refusal or failure to correct properly any non-conforming Work.

SECTION 3.8 INDEMNIFICATION

Vendor covenants and agrees to indemnify, hold harmless and defend, at its own sole expense, the Entity and its officers, agents, servants, and employees from and against any and all claims or suits for property loss or damage and/or personal injury, including death, to any and all persons, of whatsoever kind or character, whether real or asserted, arising out of or in connection with the execution, performance, attempted performance, or nonperformance of the services under this Contract and/or the operations, activities, and services of the activities described herein; and Vendor hereby assumes all liability and responsibility of the entity and its officers, agents, servants, and employees for any and all claims or suits for property loss or damage and/or personal injury, including death, to any and all persons, of whatsoever kinds or character, whether real or asserted, arising out of or in connection with the execution, performance, attempted performance, or

nonperformance of the services or this Contract and/or the operations, activities, and services described herein. Vendor likewise covenants and agrees to and does hereby indemnify and hold harmless entity from and against any and all injury, damage, or destruction of property of entity, arising out of or in connection with all acts or omissions of Vendor, its officers, members, agents, employees, contractors, subcontractors, invitees, licensees, and project participants. Vendor agrees to and shall release Entity, its agents, employees, officers, and legal representatives from all liability for injury, death, damage, or loss to persons or property sustained in connection with or incidental to performance of the services under this Contract.

Vendor shall require all of its contractors and subcontractors to include in its contracts and subcontracts a release and indemnity in favor of the Entity in substantially the same form as above. The indemnity and liability release provided for above shall not apply to any liability resulting from the sole negligence or fault of the Entity, its officers, agents, employees or separate Vendors, and in the event of joint and concurring negligence or fault of the Entity and Vendor, responsibility and indemnity, if any, shall be apportioned in accordance with the laws of the State of Texas, without waiving any governmental immunity available to the entity under Texas law and without waiving any defenses of the parties under Texas law.

The provisions of this section are solely for the benefit of the parties and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity. This section survives termination or expiration of this Contract.

SECTION 3.9 INSURANCE & BONDING

If applicable, Vendor shall provide Insurance and Bid, Performance, and Payment Bonds as prescribed by Entity in the Solicitation documentation and included here as **Exhibit D** and **Exhibit E**.

SECTION 4. REQUIRED PROVISIONS

The Vendor shall comply with the following items:

SECTION 4.1 TERMS AND CONDITIONS

The Vendor agrees to comply with the requirements of Section 503 of the American Rescue Plan Act (ARPA), regulations adopted by Treasury pursuant to Section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Vendor also specifically agrees to comply with the ARPA Terms & Conditions attached to this Contract in **Exhibit B**.

SECTION 4.2 DEBARMENT AND SUSPENSION

Vendor has provided proof of registration, active/good standing, and non-debarment status in the System for Award Management. Should this status change, the Vendor must notify the Entity immediately.

SECTION 4.3 ASSURANCES OF COMPLIANCE WITH TITLE VI

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

SECTION 4.4 LOBBYING CERTIFICATION & DISCLOSURE

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.

SECTION 4.5 ETHICS MATTERS

Vendor and its employees, agents, representatives, and subcontractors have read and understand the Entity's Conflict of Interest Policy, State of Texas Standards of Conduct and Conflict of Interest Provisions available at [Government Code Chapter 572: Personal Financial Disclosure, Standards of Conduct, and Conflict of Interest \(state.tx.us\)](http://www.state.tx.us/govcode/chapter572.htm), and applicable state ethics laws and rules available. Neither Vendor nor its employees, agents, representatives, or subcontractors will assist or cause Entity employees to violate the Conflict of Interest policies, provisions described by State of Texas Standards of Conduct and Conflict of Interest Provisions, or applicable state ethics laws or rules.

SECTION 4.6 MAINTENANCE AND ACCESS TO RECORDS

The Vendor shall maintain records and financial documents sufficient to evidence in compliance with Section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

The Treasury Office of Inspector General, the Government Accountability Office and the Texas Office of the State Comptroller, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of the Vendor in order to conduct audits or other investigations and all records shall be made available upon request. Records shall be maintained by the Vendor for a period of five (5) years after all funds have been expended or returned to the Treasury, whichever is later.

SECTION 5. MISCELLANEOUS PROVISIONS

SECTION 5.1 GENERAL

- a. In any case one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- b. If any action at law or in equity is necessary to enforce or interpret the terms of this Contract, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
- c. This Contract may be amended by mutual agreement of the parties hereto and a writing to be attached to be incorporated into this Contract.
- d. Licenses, Permits, Taxes, Fees, Laws, and Regulations
 - i. Vendor warrants that it will obtain, maintain in effect, and pay the cost for all licenses, permits, or certifications that may be necessary for Vendor's performance of this Contract.
 - ii. Vendor will be responsible for the payment of all taxes, excises, fees, payroll deductions, employee benefits (if any), fines, penalties or other payments required by federal, state, or local law or regulation in connection with Vendor's performance of this Contract.

- iii. Vendor will comply with and will be responsible for requiring its officers and employees to comply with all applicable federal, state, and local laws and regulations, and the rules and regulations of the Entity.

SECTION 5.2 CAPACITY TO PERFORM

By execution of this Contract, Vendor is certifying that they have the capacity to perform and complete the Scope of Work as provided.

SECTION 5.3 LIMITATION OF LIABILITY

Except for the obligation of Entity to pay Vendor certain fees, costs, and expenses to the extent expressly set forth in this Contract, the Entity shall have no liability to Vendor or to anyone claiming through or under Vendor by reason of the execution or performance of this Contract. Notwithstanding any obligation or liability of Entity to Vendor, no present or future partner or affiliate of the Entity or any agent, officer, director, or employee of the Entity or anyone claiming under the Entity, has or shall have any personal liability to Vendor or to anyone claiming through or under Vendor by reason of the execution or performance of this Contract.

SECTION 5.4 ASSIGNMENT

This Contract is a personal service contract for the services of Vendor, and neither Vendor's interest in this Contract (including, but not limited to Vendor's fees due hereunder), nor Vendor's duties hereunder may be assigned or delegated to a third party except as specifically set forth in this Contract.

SECTION 5.5 GOVERNING LAW AND VENUE

The Vendor 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.

Additionally, all applicable local government codes for the State of Texas also apply to this Contract. All equipment, supplies, and work furnished under this Contract shall comply with applicable laws, ordinances, and regulations. Vendor shall obtain and pay for such permits and inspections as are required for the legal performance of this work, unless otherwise specified. Vendor shall comply with all federal and state laws and Entity's Ordinances and Codes applicable to the Vendor's operation under this Contract. These Specifications and the Contract resulting here from shall be fully governed by the laws of the State of Texas and shall be fully performable in _____ (City of La Marque), Texas, where venue for any proceeding arising hereunder will lie.

This Contract will be governed by the laws of the State of Texas without reference to its conflicts of law provisions. Venue for any suits arising from this Contract will be in a court of competent jurisdiction in _____ County, Texas.

SECTION 5.6 WAIVERS

No delay or omission by either Party in exercising any right or power accruing upon the non-compliance or failure of performance by the other Party of any provision of this Contract or the Contract Documents will impair any such right or power or be construed to be a waiver thereof. A waiver by either Party of any of the covenants, conditions, or agreements of this Contract or any of the Contract Documents to be performed by the other party will not be construed to be a waiver of any subsequent breach of this Contract or the Contract Documents or of any other covenant, condition or agreement contained in this Contract or the Contract Documents.

SECTION 5.7 SEVERABILITY

If any provision of this Contract is for any reason be held invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision of this Contract and this Contract will be construed as if such invalid or unenforceable provision had not been included herein.

SECTION 5.8 NEW LAWS

Parties agree that if there is a change in any laws, rules, or regulations affecting the performance related to this Contract and enacted after the Effective Date of this Contract, the Parties will enter into good faith negotiations to renegotiate the affected terms of this Contract.

BY: _____
(Entity Official)

(Printed Name)

(Title)

(Date)

BY: _____
(Vendor’s Authorized Representative)

(Printed Name)

(Title)

(Date)

SECTION 6. EXHIBITS

THE FOLLOWING DOCUMENTS MUST BE COMPLETED AND ATTACHED TO THE CONTRACT:

Exhibit A1	Scope of Work
Exhibit A2	Payment & Pricing Schedule
Exhibit A3	Request for Payment
Exhibit B	ARPA Required Provisions (ARPA Terms & Conditions)
Exhibit C	Other Relevant Information
Exhibit D	Insurance Certificate (if applicable)
Exhibit E	Bid, Performance, and Payment Bonds (if applicable)
Exhibit F	Eligibility Verification (SAM.gov)
Exhibit G	Certificate of Interested Parties (Form 1295)

Exhibit A1 – Scope of Work

To be populated with solicitation Scope of Work

Exhibit A2 – Payment & Pricing Schedule

The terms for payment for the contract are as follows:

Payment Schedule:

Payment will be made within 30 days of a Request for Payment and only after delivery of all services and/or purchases and acceptance by the Entity.

Pricing Schedule:

Prices for all goods and/or services shall be all inclusive.

Entity is an agency of the State of Texas and materials and services utilized in the provision of services or purchases may be exempt from state and local taxes. Vendor is responsible for taking full advantage of all tax exemptions applicable to the Project. Entity will deduct from the Requests for Payment and from the Request for Final Payment any taxes paid for materials or services that were entitled to tax exemption.

Lump Sum Price: Vendor shall provide pricing in the table below to complete the scope of services contained in **Exhibit A1**, Scope of Work, in accordance with the specifications contained in this document. Costs include all applicable services (i.e. labor, materials, profit, bonding, insurance, permitting, general conditions, and other costs) to provide a turnkey product.

(Note to Entity: Component pricing should be based on the identified components of the scope of work contained in **Exhibit A1**). An example is provided below:

SCOPE OF WORK	PRICE
	\$
	\$
	\$
	\$
TOTAL LUMP SUM PRICE (TOTAL OF ABOVE LINE ITEMS)	\$

Exhibit A3 – Request for Payment

Project:			
Vendor:			
Date of Request:			
Contact:			
Contact Phone:		Contact Email:	

Item for Payment	Description	Unit Cost or Percent Complete	# of Units	Total Amount
TOTAL				

X	Attachments

Submitted By	
Title	
Signature	

CERTIFICATION: I certify that this Request for Payment contains costs associated with the provision of services in accordance with the terms of the contract. I also certify that all required documentary evidence has been submitted along with the Request for Payment as instructed, including any documentation associated with requirement to pay prevailing wages.

By signing this Request for Payment, I certify to the best of my knowledge and belief that information provided in this Request is true, complete, and accurate. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

WARNING: Section 1001 of Title 18 U.S. code makes it a criminal offense to make willful, false statements or misrepresentation of any material fact involving the use of or obtain federal funds.

Exhibit B – ARPA Required Provisions

2 CFR 200.327 Contract provisions. The Non-Federal entity's contracts should contain applicable provisions described in Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. The Non-Federal entity's contracts must contain the provisions described in Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, as applicable.

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	2 CFR 200 Appendix II (A-L)		
>\$250,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908 , must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.	2 CFR 200 APPENDIX II (A)	Contractor RFP/IFB Contractor RFQ Subrecipients
>\$10,000	All contracts in excess of \$10,000 must address termination for cause and for convenience by the Non-Federal entity including the manner by which it will be affected and the basis for settlement.	2 CFR 200 APPENDIX II (B)	Contractor RFP/IFB Contractor RFQ Subrecipients
None	Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." 41 CFR 60-1.4 Equal opportunity clause. (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: 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: During the performance of this contract, the contractor agrees as follows: (9) 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,	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
	gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. (10) 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. (11) 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. (12) 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. (13) 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. (14) 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. (15) 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. (16) 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: Provided, however, that in the event a contractor becomes involved in, or is threatened		

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. 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. 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.		
>\$10,000,000 for ARPA but State Provision Applies at any amount and/or >\$2,000 for CDBG/Braided Funds Projects See TX Prevailing Wage Laws	Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$10,000,00 awarded by Non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The Non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The Non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public	2 CFR 200 APPENDIX II (D)	Contractor RFP/IFB Subrecipients

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

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	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.	24 CFR §570.303	Subrecipients
	See 2 CFR §200.323- Procurement of Recovered Materials. 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. 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. ii. 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— 1. Competitively within a timeframe providing for compliance with the contract performance schedule; 2. Meeting contract performance requirements; or 3. At a reasonable price. iv. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program. v. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the "Solid Waste Disposal Act."	2 CFR 200 APPENDIX II (J)	Contractor RFP/IFB Contractor RFQ Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	See 2 CFR §200.216- Prohibition on certain telecommunications and video surveillance services or equipment (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (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). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. (b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. (c) See Public Law 115-232, section 889 for additional information. (d) See also § 200.471.	2 CFR 200 APPENDIX II (K)	Contractor RFP/IFB Contractor RFQ Subrecipients
	See 2 CFR §200.322- Domestic Preferences for Procurements. (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. (b) For purposes of this section:	2 CFR 200 APPENDIX II (L)	Contractor RFP/IFB Contractor RFQ Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	(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. (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.		
	Additional 2 CFR 200 references & Other Regulations		
None	The Federal awarding agency must establish conflict of interest policies for Federal awards. The Non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.	2 CFR 200.112	Contractor RFP/IFB Contractor RFQ Subrecipients
None	Contracting with HUB, small and minority businesses, women’s business enterprises, and labor surplus area firms. (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. (b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women’s business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.	2 CFR 200.321	Contractor RFP/IFB Contractor RFQ Subrecipients
>\$10,000	An NFE (Non-Federal Entity) that is a state agency or an agency of a political subdivision of a state, and the NFE’s contractors must comply with Section 6002 of the Solid Waste Disposal Act. Applicable NFEs must include a contract provision requiring compliance with this requirement. This includes contracts awarded by a state agency or political subdivision of a state and its contractors for certain items, as designated by the EPA, with a purchase price greater than \$10,000. Indian Tribal Governments and nonprofit organizations are not required to comply with this provision. Additional requirements are listed below.	2 CFR 200.323	Contractor RFP/IFB Contractor RFQ Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
None	Financial records, supporting documents, statistical records, and all other Non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon Non-Federal entities. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations. The only exceptions are the following: (a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations. (b) When the Non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period. (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition. All records related to ARPA shall be maintained for 5 years per the ARPA terms and conditions and regulations. (d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the Non-Federal entity All records related to ARPA shall be maintained for 5 years per the ARPA terms and conditions and regulations. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations. (e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the Non-Federal entity's fiscal year in which the program income is earned. (f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates). (1) <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. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations. (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. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations.	2 CFR 200.334	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
None	The Federal awarding agency and the Non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a	2 CFR 200.336	Contractor RFP/IFB Contractor RFQ

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	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.		Subrecipients
None	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.	Texas Government Code 2252.152	Contractor RFP/IFB Contractor RFQ Subrecipients
>\$100,000	PROVISION REQUIRED IN CONTRACT. (a) This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.	Texas Government Code 2271	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
For Critical Infrastructure Projects	PROHIBITION ON CONTRACTS WITH CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE. PROHIBITED CONTRACTS. (a) A governmental entity may not enter into a contract or other agreement relating to critical infrastructure in this state with a company: (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 (2) if the governmental entity knows that the company is: (A) owned by or the majority of stock or other ownership interest of the company is held or controlled by: (i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; or (ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the	Texas Government Code, Title 10, Subtitle F, Chapter 2274.0102	Subrecipients EC 6.1 Awardees

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	government of China, Iran, North Korea, Russia, or a designated country; or (B) headquartered in China, Iran, North Korea, Russia, or a designated country. (b) The prohibition described by Subsection (a) applies regardless of whether: (1) the company's or its parent company's securities are publicly traded; or (2) the company or its parent company is listed on a public stock exchange as: (A) a Chinese, Iranian, North Korean, or Russian company; or (B) a company of a designated country.		
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
	ARPA Terms & Conditions		
ARPA Terms, Conditions, & Records	1. Use of Funds. a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing. 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.	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; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
ARPA Terms, Conditions, & Records	4. Maintenance of and Access to Records 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. 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. 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.	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	5. Pre-award Costs. Pre-award costs, as defined in 2 CFR § 200.458, may not be paid with funding from this award.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.	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	7. Cost Sharing. Cost sharing or matching funds are not required to be provided by 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	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.	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	9. Compliance with Applicable Law and Regulations. 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.	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
	b. Federal regulations applicable to this award include, without limitation, the following: 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 Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award. ii. Universal Identifier and System for Award Management (SAM), 2 CFR Part 25, pursuant to which the award term set forth in Appendix A to 2 CFR Part 25 is hereby incorporated by reference. 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. 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. 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. vi. Governmentwide Requirements for Drug-Free Workplace, 31 CFR Part 20. (Subrecipient Only) vii. New Restrictions on Lobbying, 31 CFR Part 21. viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations. ix. Generally applicable federal environmental laws and regulations. c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following: i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury’s implementing regulations at 31 CFR Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance; ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability; iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance; iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury’s implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and 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		

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.		
ARPA Terms, Conditions, & Records	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.	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	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.	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	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 [Christine Turner 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

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
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. c. 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. d. 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; v. An authorized official of the Department of Justice or other law enforcement agency; vi. A court or grand jury; or vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct. 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.	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	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	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2;	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers	Section 602(b), 603(b) and/or 603(c) as applicable	

Exhibit C – Other Related Information

To be inserted

Exhibit D – Insurance Certificate

To be inserted

Exhibit E – Bid, Performance, and Payment Bonds

To be inserted

Exhibit F – Eligibility Verification (SAM.gov)

Vendor to provide a dated printout of their active status without exclusions from SAM.gov website

Exhibit G – Certificate of Interested Parties (Form 1295)

Form 1295 (Certificate of Interested Parties) must be completed on the Texas Ethics Commission's website as part of this project prior to contract execution. Form 1295 can be accessed here: <https://www.ethics.state.tx.us/filinginfo/1295/> and must be returned with the certification number assigned after completion

City of La Marque

1111 Bayou Road
La Marque, Texas 77568

REQUEST FOR PROPOSALS (RFP) COMPETITIVE PROCUREMENT FOR GENERAL SERVICES, SUPPLIES, AND/OR EQUIPMENT

This RFP is being supported

by federal award number [RCP-056096]

allocated to the

City of La Marque

under the

American Rescue Plan Act (ARPA)

Coronavirus State and Local Fiscal Recovery Funds (SLFRF)

by the U.S. Department of the Treasury



Prepared By: Department of Public Works

Procurement Reference #2467

American Rescue Plan Act (ARPA) Request for Proposals (RFP)

Date: October 1, 2024

Re: Request for Proposals (RFP) for Trailer Mounted Pothole Patcher with DuraPatcher Technology funded with Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Allocated Under the American Rescue Plan Act (ARPA)

Dear Vendor:

The City of La Marque, hereinafter called "Entity", has received an allocation of American Rescue Plan Act (ARPA) funds, and is issuing a Request for Proposals (RFP) for a general purchases and supplies contract. The item(s) are being solicited to assist the Entity in completing and implementing programs and/or projects funded with its allocation of ARPA funds.

The Sole Point of Contact for this solicitation may provide information regarding this RFP. Refer to the **Schedule of Events and Selection Summary** in Section 1 of this document for response details.

Respondent is responsible for ensuring that their RFP response is received in a timely manner and that it contains all elements of the RFP, including all required forms and any addendums issued. Respondent should complete the Solicitation Response Cover Sheet/Acknowledgement of Addenda/Submission Checklist contained in Attachment A and all other requirements identified in the RFP. RFP responses received after the deadline will not be opened and therefore not evaluated or considered for award, regardless of whether or not the delay was outside the control of the submitting provider. The City of La Marque reserves the right to negotiate with providers submitting timely responses in accordance with state and federal procurement requirements, to reject any and all bids, and to select multiple respondents if it deems it's in the best interest of the Entity and/or desires to do so.

The Entity is an Affirmative Action/Equal Opportunity Employer. Minority Business Enterprises, Small Business Enterprises, Women Business Enterprises, and Labor Surplus Area firms are encouraged to submit bids.

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REQUEST FOR PROPOSALS – GENERAL INFORMATION

SECTION 1 – SCHEDULE OF EVENTS AND SELECTION SUMMARY

1.1 SCHEDULE OF EVENTS – ALL DATES ARE TENTATIVE

- 1.1.1 The Entity reserves the right to change dates at any time. At the sole discretion of the Entity, events listed in Section 1 are subject to scheduling changes and cancellation. The Entity will make public any changes to the stated schedule.
- 1.1.2 All requests, questions, or other communication about this solicitation shall be made in writing and addressed to the Entity's Sole Point of Contact listed in the **Schedule of Events + Response Requirements** that follow. Only the Sole Point of Contact may be contacted regarding required elements for this RFP.
- 1.1.3 Respondent must review all documents and information in the *Exhibits* section and complete the required documents in the *Attachments* section. The completed Attachments, including the signed Pricing Sheet, must be contained within the Proposal Response and submitted to the Point of Contact listed in the Schedule of Events + Response Requirements that follow.

SCHEDULE OF EVENTS + RESPONSE REQUIREMENTS

SCHEDULE OF EVENTS	
RFP NOTICE DATE:	October 1, 2024
VENDOR QUESTIONS DUE:	October 15, 2024, 5:00 PM CST
QUESTIONS ANSWERED BY:	October 22, 2024, 5:00 PM CST
PRE-PROPOSAL CONFERENCE: The Entity shall reject responses submitted by firms that do not attend the mandatory pre-proposal conference.	October 10, 2024 http://cityofflamarque.org/bidszoom
SITE VISIT: The Entity shall reject responses submitted by firms that do not attend the mandatory site visit.	If needed, will be scheduled.
PROPOSAL DUE DATE:	October 31, 2024, 10:00 AM CST
ESTIMATED AWARD DATE:	November 18, 2024, 6:00 PM CST
RESPONSE REQUIREMENTS	

QUESTIONS & ANSWERS ONLY – SOLE POINT OF CONTACT	
The Entity will allow written questions and requests for clarification of this solicitation. Questions must be submitted by email to the Sole Point of Contact listed below. Respondents' names will be removed from questions in any responses released.	
SOLE POINT OF CONTACT NAME:	City Clerk
ADDRESS:	1111 Bayou Road La Marque, TX 77568
EMAIL:	bids@cityoflamarque.org
PHONE:	409-938-9259
DELIVERY OF RESPONSE PROPOSAL – POINT OF CONTACT	
For digital delivery, the Subject Line should include Respondent's Name, RFP number, and time/due date of RFP and completed response and all attachments uploaded to the following point of contact:	
NAME:	-
TITLE:	City Clerk
DELIVERY POINT:	Bidsubmit.cityoflamarque.org
If mailed or hand-delivered, sealed proposals (an original and 3 copies) should be submitted on the original forms provided. Each response must be sealed and should be placed in a properly identified envelope with Respondent's Name, RFP number, and time/due date of RFP.	
For mail or hand-delivery, deliver response and all attachments to:	
NAME:	-
TITLE:	City Clerk
ADDRESS:	1111 Bayou Road LaMarque, TX 77568

1.2 SELECTION OF RESPONDENT(S)

- 1.2.1 The Entity intends to select Respondent(s) that best meet the needs of the Entity and that provide the best overall value. The Entity reserves the right to award multiple contracts from the finalist pool of successful Respondent(s). Respondents will be rated and ranked according to the evaluation criteria set forth below. The Entity intends to enter into negotiations with the top-ranked Respondent (i.e., the most highly qualified) and attempt to negotiate a fair and reasonable price; if negotiations fail, the Entity shall formally end negotiations with that respondent and attempt to negotiate with the next most highly qualified provider. The Entity shall proceed in like manner until it has contracted with a sufficient number of providers to respond to the identified scope of work.
- 1.2.2 The Entity reserves the right to check references on any projects performed by the Respondent, whether provided by the Respondent or known by the Entity.
- 1.2.3 The Entity is not required to accept the lowest cost proposal.
- 1.2.4 The Entity may make such investigation as deemed necessary to determine the ability of the Respondent to perform the work, and the Respondent shall furnish to the Entity all such information by the date specified by the Entity.
- 1.2.5 The Entity may conduct such investigations as it deems necessary or appropriate to assist in the evaluation of any RFP response and to establish the responsibility, qualifications, and financial ability of the Respondent, their proposed subcontractors, and other persons or organizations submitted within a Respondent's response to do the work to the Entity's satisfaction within the prescribed time.
- 1.2.6 The Entity reserves the right to conduct interviews of short-listed Respondent(s) prior to making a final selection.
- 1.2.7 The Entity reserves the right to contact references as deemed necessary to complete its analysis.

See SECTION 4 – EVALUATION CRITERIA, for additional information on how Respondents will be evaluated and selected.

SECTION 2 – INTRODUCTION AND GENERAL CONDITIONS

2.1 GENERAL DESCRIPTION OF THE SCOPE OF WORK (SOW) – SEE SECTION 3 AND EXHIBIT A FOR SOW DETAILS

The Entity has received an allocation of American Rescue Plan Act (ARPA) funds and is issuing a Request for Proposals (RFP) for a general purchases and supplies contract. The item(s) are being solicited to assist the Entity in completing and implementing programs and/or projects funded with its allocation of ARPA funds.

This solicitation includes purchase of:

- 2.1.1 **General Description:** Examples: Trailer Mounted Pothole Patcher with DuraPatcher Technology

- 2.1.2 The scope of work includes all labor, materials, goods and/or services necessary to provide the purchased items, including any installation specified in **Exhibit A**. The respondent shall submit a written copy of all warranty information prior to final acceptance by Entity.
- 2.1.3 **REFERENCED BRAND EXAMPLE:** Catalogs, brand names or manufacturer's references are descriptive only and indicate type and quality desired. Proposals on brands of like nature and quality will be considered. If proposing other than the referenced brands/model number, Respondent must show manufacturer, brand or trade name, product number and provide complete descriptive information of product offered and include with response. Failure to take exception to specifications or reference data will require Respondent to furnish specified brand names, numbers, etc.

2.2 CONSIDERATION OF AWARD

To be considered for award, Respondents must adhere to the requirements, when applicable to Vendors, as set forth in **Exhibit B**, the ARPA Required Provisions, and provide all other required information and documentation as set forth in this solicitation.

2.3 CONTRACT AWARD

The Entity may award a Firm Fixed Price Contract. A Respondent's proposal must be responsive to this solicitation and include all required documents as instructed in the solicitation and listed in the *Solicitation Response Cover Sheet/Acknowledgement of Addenda/Submission Checklist (Attachment A)*.

2.4 TERM OF PURCHASE CONTRACT

The Contract or Purchase Order shall be effective upon date of execution (signed by the Entity designee), shall contain terms and conditions for the purchase, including delivery date and delivery location, and shall expire upon delivery and final acceptance by the Entity. A sample contract is available for review at **Appendix I**.

2.5 BID ACCEPTANCE

- 2.5.1 Proposals must be received, time stamped or otherwise acknowledged before the specified hour and date. Late submittals WILL NOT be considered under any circumstances. The Entity will not be held responsible for any solicitation response that is mishandled prior to receipt by the Entity. The Entity will not be responsible for any technical issues that result in late delivery, inappropriately identified documents, or other submission error that may lead to disqualification (including substantive or administrative) or nonreceipt of the Respondent's response.
- 2.5.2 The Entity reserves the right to accept or reject any and all proposals, to accept any proposal deemed advantageous and to waive irregularity in the proposals. By submitting a response, the Respondent acknowledges and will adhere to all specifications as stated within this procurement packet.
- 2.5.3 Proposals CANNOT be altered or amended after the due date. Any alterations made before the due time must be initialed by Respondent or authorized agent. No response may be withdrawn after due date without approval and based on a written acceptable reason.
- 2.5.4 The Entity reserves the right to revise or amend the specifications prior to the due date. Such revisions or amendments, if any, will be announced by amendments or addendums to these specifications. Copies of such amendments or addendums so issued will be posted to the Entity's bidding websites. If Respondent demonstrates just reason for a change, the Entity must have at least five (5) working days' notice prior to submission due date.

- 2.5.5 In the event that Respondent finds discrepancies in or omissions from the specifications or other documents or be in doubt as to their meaning, Respondent should at once notify the Entity Sole Point of Contact and obtain clarification prior to submitting a response.
- 2.5.6 All Respondents must meet or exceed the minimum specifications to be considered a valid response. The Entity reserves the right to accept or reject all or any part of any response, waive minor technicalities and award the contract either to the lowest responsible Respondent or to the Respondent who provides goods or services at the best value for the Entity.
- 2.5.7 The Respondent agrees to protect the Entity from claims involving infringement of patents or copyrights.

PROPRIETARY OR CONFIDENTIAL INFORMATION; TEXAS PUBLIC INFORMATION ACT: Any proprietary, trade secret, or otherwise confidential information Respondent includes in its Proposal must be clearly labeled as proprietary or confidential information, and Respondent must identify the specific exception to disclosure in the Public Information Act (PIA). Merely making a blanket claim that the entire Proposal is protected from disclosure because it contains some proprietary information is not acceptable and shall make the entire Proposal subject to release under the PIA. Any information which is not clearly identified as proprietary or confidential shall be deemed to be subject to disclosure pursuant to the PIA.

Information, documentation, and other material in connection with this Response or any resulting Contract may be subject to public disclosure under the Texas PIA, Chapter 552 of the Texas Gov't Code.

- 2.5.8 There is no guarantee a contract will be awarded. The Entity reserves the right to cancel this RFP at any time.
- 2.5.9 All proposals become public documents and are subject to public review (upon request and as allowed by law). The submission of an RFP response will constitute representation by the Respondent that it understands and has complied with the requirements of the RFP. Submission of a response indicates the RFP information provided was sufficient in scope and detail to convey understanding of anticipated terms and conditions for performance of the work.
- 2.5.10 RFP Respondents assume all costs of preparation of the proposal. RFP responses become the property of the Entity.

2.6 PROHIBITED COMMUNICATION

On issuance of this solicitation, except for the written inquiries described in Section 2.6 above, the Entity, its representative(s), or partners will not answer any questions or otherwise discuss the contents of this solicitation with any potential respondent. This restriction does not preclude discussions between affected parties for the purposes of conducting business unrelated to this solicitation. Failure to comply with these requirements may result in disqualification of respondent's solicitation response.

2.7 TERMINATION CONDITIONS

See Contract at **Appendix I** for Termination Conditions.

2.7.1 FAILURE TO ENTER INTO A CONTRACT

Should the Selected Respondent ("Vendor"), to whom the contract is awarded, fail to enter into a contract within twenty-one (21) business days, the Entity may then, at its option, retain the Vendor's bid deposit/bond (if required) and accept the bid of the next lowest responsible bidder.

SECTION 3 – SCOPE OF WORK/TECHNICAL SPECIFICATIONS

3.1 MINIMUM REQUIREMENTS

- 3.1.1 The selected Vendor shall have no convictions or civil judgments preceding nor thereafter this solicitation rendered against Respondent for 1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; 2) violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- 3.1.2 The selected Vendor shall not ever have been indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated above.
- 3.1.3 Where applicable, Vendor's staff must meet and maintain current certifications and or licensure requirements as mandated by state law or the appropriate licensing authority.
- 3.1.4 Vendor must not be debarred at the time of response submission, and prior to award of a contract. The System for Award Management ([SAM.gov](https://sam.gov)) and the [Texas Comptroller's](#) Debarred Vendor List will be checked to ensure the Vendor is not excluded from contract participation at the federal level. If the Vendor is debarred, the Vendor's proposal will not be evaluated.

3.2 SCOPE OF SERVICES Construct

- 3.2.1 **The required products or services shall be provided in accordance with attached Exhibits:**

- **Exhibit A:** Project Scope of Work
- **Exhibit B:** ARPA Required Provisions
- **Exhibit C:** Other Relevant Information

- 3.2.2 **Work Orders**

During the term of any contract awarded, the Entity may request the Vendor to perform certain tasks as described in the scope, subject to a specific work order authorization. All work authorizations shall be in writing, signed by all parties, and shall include a scope of services, a list of tasks to be performed, a time schedule, a list of deliverables and such other information or special conditions as may be necessary for the work requested.

- 3.2.3 **Condition of Product:** New Equipment ONLY; NO re-manufactured or "gray market" items. All items must be covered by the manufacturer's warranty. The unit(s) shall be made ready for continuous operation upon delivery. Respondent is cautioned that any unit delivered to the FOB point that does not meet specifications in every aspect will not be accepted.
- 3.2.4 **All Parts:** All parts not specifically mentioned which are necessary for the unit to be complete and ready for operation or which are normally furnished as standard equipment shall be furnished by the vendor. All parts shall conform in strength, quality, and workmanship to the accepted standards of the industry.
- 3.2.5 **Manuals:** Manuals containing illustrated parts list and operating and service instructions for the units shall be delivered with units. Manuals shall outline all necessary service and operating instructions for the units delivered and provide necessary warning and safety precautions.

3.2.6 Warranty Requirements: The units shall be warranted against defects in material and workmanship for a standard manufacturer's warranty and shall cover 100% parts and labor for the units. Vendor shall furnish warranty and a list of warrantied repair companies to the Entity at time of delivery. The warranty begins on the date the units are determined to meet specifications and accepted by the Entity.

3.3 DELIVERY AND ACCEPTANCE

3.3.1 Freight Charges: Shipping shall be Free on Board (FOB) destination; therefore, unit prices must include all shipping, handling, fuel surcharges, and delivery fees.

3.3.2 Delivery Schedule: Recommended delivery not to exceed 90 calendar days from date of award; delivery terms may be a factor in determining award. Respondent must contact the Entity point of contact to schedule delivery date and time. Respondent shall provide a minimum forty-eight (48) hours' notice prior to delivery.

3.4 DELIVERY CONTACT(S): Respondent shall contact the Entity for delivery a minimum of one (1) week in advance to coordinate delivery.

Delivery Contact Name:	City Clerk
Phone:	(409) 938-9259
Email:	bids@cityoflamarque.org

3.5 REGISTRATION AND TITLING (when applicable): Permanent registration and titling will be performed by the Entity. **DO NOT REGISTER ITEM.** Respondent shall supply, as applicable, dealer's tag for item for sixty (60) days from date of delivery. The original Certificate of Origin (COO) or Manufacturer's Statement of Origin (MSO) as well as the most current version of TXDMV Form 130U or Application for Texas Title with signature shall be submitted with an invoice to the Entity.

3.6 DELIVERY DELAYS: If delay is foreseen, Respondent shall give written notice to the Entity and must keep the Entity advised of status of order at all times. Default in promised Delivery Days After Receipt of Order (ARO) without accepted reasons or failure to meet specifications authorizes the Entity to cancel contract/Purchase Order.

3.7 COMPLIANT PRODUCTS: Delivery does not occur until the Respondent delivers products, materials, or services in full compliance with the specifications to Entity's FOB destination, unless delivery is specifically accepted, in whole or in part, by the Entity. Providing products, materials, or services which do not meet all specification requirements does not constitute delivery. Entity reserves the right to require new delivery or a refund in the event that materials or products not meeting specifications are discovered after payment has been made. **NO SUBSTITUTIONS PERMITTED WITHOUT WRITTEN APPROVAL OF THE ENTITY.**

3.8 ACCEPTANCE: All equipment ordered will be subject to acceptance inspection and performance testing upon receipt. Acceptance inspection and performance testing will not take more than five (5) working days, weather permitting. Respondent will be notified within this time frame of any units not

delivered in full compliance with the purchase order specifications. In the event the goods tested fail to meet or exceed all conditions and requirements of the solicitation and Contract, the goods will be rejected in whole or in part, at the State's Entity's option, and returned to the Vendor or held for disposition at the Vendor's expense. Latent defects may result in cancellation of the Contract at no expense to the Entity.

3.9 RECORD KEEPING

- 3.9.1 Respondents shall provide, enter, or upload all documentation, communications, and records including all permits, certifications, warranties, and approvals regarding all provided services/products as instructed by the Entity.
- 3.9.2 Respondents shall maintain records of all events that affect, or may be expected to affect the quality, scope, or progress of the services. All records shall be retained for a period of **five (5) years** following the closeout of the Entity's federal grant.

3.9.3 Insurance

- 3.9.3.1 If applicable, an original, certified copy of an Insurance Certificate listing the Entity as additional insured, must be submitted with the Respondent's submittal (**see Attachment E for requirements**). The successful Respondent will be required to maintain at all times during performance of the Contract, the insurance detailed below.
- 3.9.3.2 Workers' Compensation Insurance
- 3.9.3.3 Employers' Liability Insurance
- 3.9.3.4 Comprehensive General Liability Insurance
- 3.9.3.5 Excess Liability Insurance, Comprehensive General Liability Insurance, Comprehensive Automobile Liability Insurance

3.10 TERMS AND CONDITIONS

- 3.10.1 **Indemnity Clause** – The Respondent agrees to indemnify and save harmless the Entity and its officers, agents, and employees from any and all claims, causes or action, and damages of every kind, for injury to or death of any person and damages, to property arising out of or in connection with the work done by Respondent under this contract, and including acts or omissions of the Entity or its officers, agents, or employees in connection with said contract.
- 3.10.2 **Equal Opportunity Employer** – The successful Respondent shall warrant and agree that he/she is an Equal Opportunity Employer. Should complaints of any form of discrimination, either in dispensation of the service, or within company hiring policies be substantiated, this contract may be terminated immediately.
- 3.10.3 **Assignment** – The successful Respondent may not assign, sell, or otherwise transfer this contract without prior written consent of the Entity.
- 3.10.4 **Compliance with Laws** – The Respondent 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.
 - 3.10.4.1 Additionally, all applicable local government codes for the State of Texas also apply to this contract. All equipment, supplies and work furnished under this contract shall comply with applicable laws, ordinances, and regulations. Respondent shall obtain and pay for such

permits and inspections as are required for the legal performance of this work, unless otherwise specified. Respondent shall comply with all federal and state laws and Entity's ordinances and codes applicable to the Respondent's operation under this contract. These specifications and the contract resulting here shall be fully governed by the laws of the State of Texas and shall be fully performable in Galveston County, Texas, where venue for any proceeding arising hereunder will lie.

- 3.10.5 **Silence of Specifications** – The apparent silence of specifications as to any detail, or the apparent omission from it or a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality shall be used. All interpretations of specifications shall be made on the basis of this statement. The Respondent should request clarification from the Entity as specified in this document.

SECTION 4 – EVALUATION CRITERIA

4.1 RESPONSIVENESS OF QUALIFICATIONS SUBMISSION:

Pass/Fail

Qualifications submission shall be responsive to all material requirements that shall enable the evaluation committee to evaluate responses in accordance with the evaluation criteria to make a recommendation to Officials of the Entity.

4.2 FINANCIAL STABILITY OF RESPONDENT:

Pass/Fail

Financial stability of the Respondent to successfully undertake the project and the ability to ensure performance over the duration of the contract.

4.3 TECHNICAL REQUIREMENTS:

100 Points Total

Extent to which the provided service or products meets the needs of the Entity, including, but not limited to, the criteria in the evaluation matrix and in the submission requirements section and as expressed in this document.

4.4 EVALUATION CRITERIA:

Solicitation responses shall be evaluated in accordance with Part 200 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements. The Entity will make the selection on the basis of demonstrated competence and qualifications; and to a Respondent that provides a fair and reasonable price.

The Entity evaluates the responses, prepares a Bid Tabulation sheet, determines the award on the basis of fair and reasonable pricing considered to be the Best Value to the Entity.

Only responses submitted in compliance with the **Schedule of Events + Response Requirements** section and meeting qualifications will be considered. Failure to submit the required information may be cause for rejection of the bid response. The Entity reserves the right to waive informalities and minor irregularities in bids received.

Initial Compliance Screening

The Entity will perform an initial screening of all solicitation responses received. Unsigned solicitation responses, and solicitation responses that do not meet the minimum qualifications above and/or do not include all required forms and information may be subject to rejection without further evaluation.

Additional Evaluation Criteria

All solicitations will be evaluated based on Responsiveness and Price. Responsiveness means adhering to the Terms and Conditions and specifications of the supplies requested. See additional evaluation criteria under Exhibit A.

Evaluation Process: *The Entity's Evaluator(s) completes an evaluation of the submitted proposal using the criteria described below. **The proposal submitted must be a firm-fixed price.***

EVALUATION CRITERIA

EVALUATION CRITERIA	SCORE
Responsiveness of Proposal	Pass/Fail
Financial Stability	Pass/Fail
Understanding of Work; Experience and Qualifications	20
Capacity to Perform, Delivery/Service Schedule, and References	20
Pricing	60
TOTAL SCORE	100

SECTION 5 – RESPONSE SUBMISSION REQUIREMENTS

This section details the requirements for submitting all required information. Respondents are advised to see **Schedule of Events + Response Requirements** on Page 4 of this document, and to carefully review all the requirements and submit all documents and information as indicated in this RFP. Additional information may be requested for clarification. Incomplete responses may lead to a submission being deemed nonresponsive and will not be considered.

To ensure some degree of uniformity in the submission, please follow the outline listed below.

5.1 STATEMENT OF INTEREST

The statement of interest should be limited to a maximum of two (2) pages and must include a brief introduction of the company, a statement of the Respondent's understanding of the work to be performed and that the company meets and will comply with the requirements set forth in this document.

5.2 EXPERIENCE AND RELEVANT QUALIFICATIONS

Respondent shall demonstrate related professional qualifications, experience, and knowledge similar to this scope of work. Response should include information similar in scope and size to the scope of work in this RFP. Limit to four (4) pages. Minimum submission shall address the following:

- 5.2.1 **Experience** – Respondents shall provide a concise narrative description of their firm's experience in services similar in size and scope to the requested scope of services. Describe any work performed in or for the Entity. Respondents shall provide descriptions of at least three (3) projects of similar size and scope to this Program. Projects should include project location, duration and project description and scope of work the Respondent performed.
- 5.2.2 **Relevant Qualifications** – Respondents must provide a brief summary to include total number and types of employees, skills, knowledge and abilities, company background history, and number of years in providing similar services as outlined in this document.

5.3 CAPACITY TO PERFORM

Respondent should state its firm commitment to provide goods or services within the prescribed delivery date and time.

- 5.3.1 **Work Capacity:** Respondent shall provide information to demonstrate capacity to perform requested work. Respondents shall provide a detailed typical schedule to show sequence of key work activities and the number of days to complete each task.
- 5.3.4 If applicable, **Bonding Capacity:** Respondent(s) shall provide proof of bonding capacity in a statement addressed to the Entity from a certified bonding company authorized to do business in the State of Texas. The letter must clearly state the amount of Firm's bonding capacity to be reserved for the Entity's projects. Firm shall carry a minimum bonding capacity of the project value upon execution of the Contract. The bond(s) must be made payable to the Entity. In your response, please provide a statement regarding your ability to provide proof of bonding as directed in the Exhibits that follow.

5.4 FINANCIAL STABILITY

Respondent shall provide a statement that includes the following:

- 5.4.1 A full disclosure of any events, liabilities, or contingent liabilities that could affect Respondent's financial ability to perform this contract; and
- 5.4.2 Other financial information sufficient for the Entity, in its sole judgement, to determine if Respondent is financially solvent or adequately capitalized.

5.5 LEGAL ACTIONS

Provide a list of all pending litigation and include a brief description of the reason for legal action (if applicable).

5.6 PRICING

- 5.6.1 Respondents shall complete and submit the Pricing Sheet (see **Attachment B**).
- 5.6.2 Prices for all goods and/or services shall be all inclusive. Pricing offered shall be valid for ninety (90) days from response due date.
- 5.6.3 The City of La Marque is exempt from taxes. DO NOT INCLUDE TAX IN YOUR PRICING SUBMITTAL.
- 5.6.4 Estimated Quantities – Quantities indicated are estimated based upon the best available information. The Entity reserves the right to increase or decrease the quantities by any amount deemed necessary to meet its needs without any adjustments in the bid price.

See additional pricing criteria under Exhibit A, Options

LIST OF EXHIBITS

EXHIBIT A PROJECT SCOPE OF WORK

EXHIBIT B REQUIRED CONTRACT PROVISIONS

**EXHIBIT C OTHER RELEVANT INFORMATION/SPECIAL
CONDITIONS**

EXHIBIT A – PROJECT SCOPE OF WORK

To be provided by the Entity

Item	Description	Quantity	Unit of Measure
1	Trailer Mounted Pothole Patcher with DuraPatcher Technology	1	See Below
2			
3			
4			
5	DELIVERY LOCATION: Provide the Delivery Location	1500 Municipal Drive, La Marque, Texas 77568	
6	DELIVERY SCHEDULE: Provide the number of calendar days required for delivery after receipt of the order	90 days	

Basic Specifications for a Spray Injection Patching Truck:

Purpose:

These specifications shall be construed as the minimum acceptable standards for a trailer mounted pothole patcher using a tow vehicle with aggregate supply. Should the manufacturer's current published data or specifications exceed these standards, the manufacturer's standards shall be considered minimum and shall be furnished. All integral parts not specifically mentioned in the scope of these specifications that are necessary to provide a complete working unit shall be furnished. Additionally, the machine for bid offered shall include all standard manufacturer's equipment. The one-man pothole patcher must be a new current production model and shall meet all EPA applicable standards at the time of manufacture.

The use of specific names and numbers in the specification is not intended to restrict the bidder or any seller or manufacturer, but is intended solely for the purpose of indicating the type, size and quality of equipment considered best adapted to the uses of city participating in this bid.

Bidder Price:

The bid price shall include all destination charges, delivery charges, title fees, rebates, and all other applicable costs and refunds.

MANUALS

Each unit will be provided with one (1) copy of the operator's manuals, one (1) copy of the current parts manuals and (1) copy of the repair manual. Units will not be accepted for delivery until the manuals as outlined above are received by the purchaser.

Warranty:

Units purchased under this specification shall be warranted against defects in materials and workmanship for a period of not less than one year from date of delivery to customer. Items thought to be defective will be returned to factory prepaid to be repaired or replaced. The manufacturer shall warranty the equipment for a period of one year. Engine must be covered for Major Components for a period of 2 years or 2000 hours. Bidder warranty policy must be included with bid submittal

Basic Minimum Requirements:

The trailer-mounted machine shall be designed and constructed to repair larger cracks, potholes, and broad areas. The machine shall be capable of blowing water, dust or debris from the pothole or surface to be repaired. The machine must be capable of patching while moving forward or reverse, must be capable of patching at temperatures as low as 5 degrees F. The machine must be capable of performing each of the following functions:

	Yes	No
Clean cracks and surfaces		
Spray liquid asphalt emulsion over area to provide a tack coat		
Apply emulsion-coated aggregate to provide high-density patch		
Cover repaired area with dry aggregate		
Overnight electric heating for maintaining emulsion temperature		

Dimensions:

	Yes	No
Width and height to meet State and Federal requirements without requiring oversize permits.		
Air is used to feed and propel aggregate and emulsion to the nozzle at up to 135 lbs. per minute. No moving parts are involved in the spray injection process.		
Aggregate feed system can pass up to 2-1/2 inch rock and is regulated by engine rpm providing infinite adjustment for job-site conditions.		
Boom system is ergonomically designed for easy, natural movement without fatigue.		
Self-cleaning Vent-Flo nozzle can patch close to traffic without overspray.		

Specifications:

	Yes	No
135 lbs./min, 1/4-1/2-inch wet or dry aggregate		

Blower:

	Yes	No
Integrated 6 yd. rectangular in shape with 9ft x 7ft. opening		
Direct driven from engine flywheel		
10 psi relief valve		

Compressor:

	Yes	No
15 cfm direct driven		
Governed from 70-95 psi		

Tanks:

	Yes	No
Emulsion - 250 gallons, 200 psi working pressure R-15 insulation		
Two 1500-watt heat blankets with thermostats		
Clean-Out - 15-gallon, 200 psi working pressure		
Engine Fuel - 18 gallons		

Swing Hose Carrier:

	Yes	No
Trifold No Fatigue Design.		

Operator Controls:

	Yes	No
Emulsion and rock flow, engine rpm, horn.		

Frame:

	Yes	No
Emulsion and rock flow, engine rpm, horn.		

Miscellaneous:

	Yes	No
Dual axle, leaf spring (12,000 lb.).		
(4) 225/75R15 Load "D" tires.		
Electric brakes.		
Tail, brake, directional, strobe and arrow-board lights.		
96" wide x 194" long x 91" high.		
Weight – 5,380 lbs dry.		

Safety Decals:

	Yes	No
Unit shall be equipped with required safety decals and signage		

Aggregate Delivery Hose:**Yes No**

2" inside diameter, rubber-lined, abrasion resistant, non-kinking hose outfitted with spiral wire reinforcement. To minimize wear points, at no point will there be bends in the delivery hose with a radius of less than 18".		
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Options:**Bid must include the cost for each of the following options, itemized separately on the bid****Yes No**

Crack Sealing Wand and associated hardware installed and ready to use.		
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This project is being supported, in whole or in part, by the U.S. Department of the Treasury, in utilizing the U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Funds (ARPA) program and is subject to all applicable Federal and State laws and regulations.

EXHIBIT B – 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
	2 CFR 200 Appendix II (A-L)		
>\$250,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908 , must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.	2 CFR 200 APPENDIX II (A)	Contractor RFP/IFB Contractor RFQ Subrecipients
>\$10,000	All contracts in excess of \$10,000 must address termination for cause and for convenience by the Non-Federal entity including the manner by which it will be affected and the basis for settlement.	2 CFR 200 APPENDIX II (B)	Contractor RFP/IFB Contractor RFQ Subrecipients
None	Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." 41 CFR 60-1.4 Equal opportunity clause. (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: 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: During the performance of this contract, the contractor agrees as follows: (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in	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
	conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin. (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information. (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. (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. (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. (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. (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: 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. The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.		

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	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. 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.		
>\$10,000,000 for ARPA but State Provision Applies at any amount and/or >\$2,000 for CDBG/Braided Funds Projects See TX Prevailing Wage Laws	Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$10,000,00 awarded by Non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The Non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The Non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Non-Federal entity must report all suspected or reported violations to the Federal awarding agency.	2 CFR 200 APPENDIX II (D)	Contractor RFP/IFB Subrecipients
>\$100,000	Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the Non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings	2 CFR 200 APPENDIX II (E)	Contractor RFP/IFB Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	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

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	See 2 CFR §200.323 - Procurement of Recovered Materials. 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. 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. 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— 1. Competitively within a timeframe providing for compliance with the contract performance schedule; 2. Meeting contract performance requirements; or 3. At a reasonable price. ii. Information about this requirement, along with the list of EPA-designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program. iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the “Solid Waste Disposal Act.”	2 CFR 200 APPENDIX II (J)	Contractor RFP/IFB Contractor RFQ Subrecipients
	See 2 CFR §200.216 - Prohibition on certain telecommunications and video surveillance services or equipment (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (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). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (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	2 CFR 200 APPENDIX II (K)	Contractor RFP/IFB Contractor RFQ Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	owned or controlled by, or otherwise connected to, the government of a covered foreign country. (b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. (c) See Public Law 115-232, section 889 for additional information. (d) See also § 200.471.		
	See 2 CFR §200.322 - Domestic Preferences for Procurements. (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. (b) For purposes of this section: (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. (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.	2 CFR 200 APPENDIX II (L)	Contractor RFP/IFB Contractor RFQ Subrecipients
	Additional 2 CFR 200 references & Other Regulations		
None	The Federal awarding agency must establish conflict of interest policies for Federal awards. The Non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.	2 CFR 200.112	Contractor RFP/IFB Contractor RFQ Subrecipients
None	Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms. (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. (b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's	2 CFR 200.321	Contractor RFP/IFB Contractor RFQ Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.		
>\$10,000	An NFE (Non-Federal Entity) that is a state agency or an agency of a political subdivision of a state, and the NFE's contractors must comply with Section 6002 of the Solid Waste Disposal Act. Applicable NFEs must include a contract provision requiring compliance with this requirement. This includes contracts awarded by a state agency or political subdivision of a state and its contractors for certain items, as designated by the EPA, with a purchase price greater than \$10,000. Indian Tribal Governments and nonprofit organizations are not required to comply with this provision. Additional requirements are listed below.	2 CFR 200.323	Contractor RFP/IFB Contractor RFQ Subrecipients
None	Financial records, supporting documents, statistical records, and all other Non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon Non-Federal entities. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations. The only exceptions are the following: (a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations. (b) When the Non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period. (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition. All records related to ARPA shall be maintained for 5 years per the ARPA terms and conditions and regulations. (d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the Non-Federal entity All records related to ARPA shall be maintained for 5 years per the ARPA terms and conditions and regulations. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations. (e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the Non-Federal entity's fiscal year in which the program income is earned. (f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates). (1) <i>If submitted for negotiation.</i> If the proposal, plan, or other computation is	2 CFR 200.334	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations. (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. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations.		
None	The Federal awarding agency and the Non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the Non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not 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.	2 CFR 200.336	Contractor RFP/IFB Contractor RFQ Subrecipients
None	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.	Texas Government Code 2252.152	Contractor RFP/IFB Contractor RFQ Subrecipients
>\$100,000	PROVISION REQUIRED IN CONTRACT. (a) This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.	Texas Government Code 2271	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
For Critical Infrastructure Projects	PROHIBITION ON CONTRACTS WITH CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE. PROHIBITED CONTRACTS. (a) A governmental entity may not enter into a contract or other agreement relating to critical infrastructure in this state with a company: (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	Texas Government Code, Title 10, Subtitle F, Chapter 2274.0102	Subrecipients EC 6.1 Awardees

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	warranty and support purposes; and (2) if the governmental entity knows that the company is: (A) owned by or the majority of stock or other ownership interest of the company is held or controlled by: (i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; or (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 (B) headquartered in China, Iran, North Korea, Russia, or a designated country. (b) The prohibition described by Subsection (a) applies regardless of whether: (1) the company's or its parent company's securities are publicly traded; or (2) the company or its parent company is listed on a public stock exchange as: (A) a Chinese, Iranian, North Korean, or Russian company; or (B) a company of a designated country.		
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
ARPA Terms & Conditions			
ARPA Terms, Conditions, & Records	1. Use of Funds. a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing. 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.	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; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
ARPA Terms, Conditions, & Records	4. Maintenance of and Access to Records 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. 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. 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.	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	5. Pre-award Costs. Pre-award costs, as defined in 2 CFR § 200.458, may not be paid with funding from this award.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.	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	7. Cost Sharing. Cost sharing or matching funds are not required to be provided by 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	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.	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	9. Compliance with Applicable Law and Regulations. 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. b. Federal regulations applicable to this award include, without limitation, the following: 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 Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award. ii. Universal Identifier and System for Award Management (SAM), 2 CFR Part 25, pursuant to which the award term set forth in Appendix A to 2 CFR Part 25 is	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
	hereby incorporated by reference. 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. 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. 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. vi. Governmentwide Requirements for Drug-Free Workplace, 31 CFR Part 20. vii. New Restrictions on Lobbying, 31 CFR Part 21. viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations. ix. Generally applicable federal environmental laws and regulations. c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following: i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 CFR Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance; ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability; iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance; iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and 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.		
ARPA Terms, Conditions, & Records	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.	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	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.	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	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	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2;	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	contracts, and/or any other remedy available by law.	Section 602(b), 603(b) and/or 603(c) as applicable	
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; v. An authorized official of the Department of Justice or other law enforcement agency; vi. A court or grand jury; or vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.	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
	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.		
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 C – OTHER RELEVANT INFORMATION/SPECIAL CONDITIONS

Attach any relevant specifications, e.g., municipal/state code specifications, etc., that will be applicable to this purchase.

ATTACHMENTS

THE FOLLOWING DOCUMENTS MUST BE COMPLETED AND INCLUDED IN THE RESPONSE PACKAGE:

1. ATTACHMENT A SIGNED SOLICITATION RESPONSE COVER SHEET/ACKNOWLEDGEMENT OF ADDENDA/SUBMISSION CHECKLIST
2. ATTACHMENT B PRICING SHEET
3. ATTACHMENT C SYSTEM FOR AWARD MANAGEMENT (SAM.GOV) RECORD SEARCH
4. ATTACHMENT D CUSTOMER/CLIENT REFERENCES
5. ATTACHMENT E CERTIFICATE OF INSURANCE (IF APPLICABLE)
6. ATTACHMENT F ETHICS AND CONFLICT OF INTEREST ACKNOWLEDGEMENT
7. ATTACHMENT G STATEMENT OF CONFLICT OF INTEREST (IF ANY)
8. ATTACHMENT H CONFLICT OF INTEREST QUESTIONNAIRE (FORM CIQ)
9. ATTACHMENT I DISCLOSURE OF LOBBYING ACTIVITIES SF-LLL CERTIFICATION
10. ATTACHMENT J TEXAS ETHICS COMMISSION CERTIFICATE OF INTERESTED PARTIES (FORM 1295)
11. ATTACHMENT K BIDDER'S CERTIFICATION
12. ATTACHMENT L NON-COLLUSION AFFIDAVIT

ATTACHMENT A:

SOLICITATION RESPONSE COVER SHEET/ACKNOWLEDGMENT OF ADDENDA/SUBMISSION CHECKLIST

Title of Solicitation:	
Name of Respondent:	
Company:	
Mailing Address:	
City, State, Zip:	
Phone Number:	
Company Contact Email Address:	
Texas Vendor ID Number:	
EIN/Federal Tax Identification Number:	

ACKNOWLEDGEMENT OF ADDENDA

ADDENDUM NO.	DATE ISSUED

☐ Please check this box if no addenda were issued.

ATTACHMENT A (CONTINUED)

SOLICITATION RESPONSE COVER SHEET/ACKNOWLEDGMENT OF ADDENDA/ SUBMISSION CHECKLIST

This checklist is provided for the Respondent's use in assuring compliance with required documentation; however, it does not include all specification requirements and does not relieve the Respondent of the need to read and comply with the specifications. Your submittal of the documents attests to the fact that you have read and/or included the documents with your response.

SUBMISSION CHECKLIST

CHECK FOR COMPLETION	DOCUMENTS REQUIRED FOR SUBMISSION
☐	A. Solicitation Response Cover Sheet/Acknowledgement of Addenda/Submission Checklist
☐	B. Pricing Sheet
☐	C. System for Award Management (SAM.gov) Record Search
☐	D. Customer/Client References
☐	E. Certificate of Insurance (if applicable)
☐	F. Ethics and Conflict of Interest Acknowledgement
☐	G. Statement of Conflicts of Interest (if any)
☐	H. Conflict of Interest Questionnaire (Form CIQ)
☐	Please check this box if the Respondent does not identify a conflict of interest and therefore, will not be submitting the Conflict of Interest Questionnaire Form CIQ.
☐	I. Disclosure of Lobbying Activities SF-LLL Certification (Required for all proposals exceeding \$100,000)
☐	Please check this box if the proposal does not exceed \$100,000.
N/A	J. Texas Ethics Commission Certificate of Interested Parties (Form 1295) (This is a sample and is only required to be completed by the Respondent selected for award.)
☐	K. Bidder's Certification
☐	L. Non-Collusion Affidavit
☐	
☐	

The Respondent's authorized agent must sign this document to acknowledge having read this solicitation carefully and completely, including the list of addenda, and that the information submitted is true and correct.

AUTHORIZED AGENT NAME:	
AUTHORIZED SIGNATURE:	
TITLE OF AUTHORIZED AGENT:	
DATE OF SIGNATURE:	

ATTACHMENT B: PRICING SHEET

Respondent shall complete and submit the following pricing sheet with the proposal response package. The Entity reserves the right to make an award on the basis of best value in the interest of the Entity. ALL PRICING MUST BE FIRM FIXED PRICING.

ITEM	DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENSION
1	Entity should enter the description and quantity of the services/products as contained in the Scope of Work in Exhibit A			\$	\$
2				\$	\$
3				\$	\$
4				\$	\$
5				\$	\$
TOTAL FIRM FIXED PRICE					\$
6	DELIVERY – Number of calendar days for delivery after receipt of the order:			90 calendar days	
Name of Firm:					
RFP #:					
RFP Name:					

AUTHORIZED AGENT – SIGNATURE AND CONTACT INFORMATION

The Respondent's authorized agent must sign this document to acknowledge they read this solicitation carefully and completely, and the information submitted is true and correct.

SIGNATURE OF AUTHORIZED AGENT:	
PRINTED NAME OF AUTHORIZED AGENT:	
TITLE OF AUTHORIZED AGENT:	
DATE OF SIGNATURE:	

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

This project is funded by Coronavirus State and Local Fiscal Recovery Funds which requires all contractors and vendors to be in good standing according to SAM.gov and the Texas State Comptroller's office.

Verification of SAM.gov Status

1. Respondent must not be suspended or debarred at the time of the proposal submittal. The proposal response package must include a completed Non-Debarment Certification Form located **on the next page** herein.
2. All Respondents must be pre-vetted for eligibility to perform the outlined ARPA funded scope of work. A printed screenshot from the SAM.gov website verifies whether the Vendor is excluded from contract participation at the federal level.

Contract Award

The ARPA Award Recipient must verify the SAM.gov status of the Respondent(s) selected for contract award prior to execution of the contract as stated in the Non-Debarment Certification Form. The final verification of the Respondent's SAM.gov status is completed prior to contract award, and in addition to the initial verification documentation provided with the proposal response submittal.

NON-DEBARMENT CERTIFICATION FORM

COMPANY/ENTITY LEGAL NAME:

STREET ADDRESS:

CITY:

STATE:

ZIP:

CONTACT NAME:

CONTACT EMAIL:

CONTACT PHONE:

***UEI #**

****TIN #**

*Subrecipients are required to have a Unique Entity Identifier (UEI) Number prior to an award. 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. **Beneficiary Entities are required to have UEI and/or TIN.

APPLICABLE REGULATIONS: As stated in the ARPA/SLFRF Terms & Conditions: *“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.”*

Also, Federal Executive Order (E.O.) 12549: “Debarment” 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: www.sam.gov

Be advised that we may pursue available remedies per 2 CFR 180.360 as an ARPA recipient entity: *“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.”*

[INITIAL]

CERTIFICATION & SIGNATURE

We hereby certify that we are not excluded, disqualified, or debarred from receiving federally funded awards.

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 this agreement’s termination and/or the repayment of funds.

Your signature certifies that the information provided on this form is correct and 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.

SIGNATURE

PRINTED NAME & TITLE

DATE

FOR DEPARTMENT USE ONLY

SAM Debarment/Certification Record of Clearance

Yes [] No []

Note:

State of Texas Debarred Vendor List Cleared

Yes [] No []

Note:

Verified By:

Yes [] No []

Date:

ATTACHMENT D: CUSTOMER/CLIENT REFERENCES

Respondents shall use Attachment D to describe a minimum of three (3) and maximum of five (5) references for jobs, and corresponding references, completed within last five (5) years.

Respondent's Name: _____

The references shall illustrate recent experience successfully completing work of a similar nature and scope as the work described in this RFP. This form may be modified as needed to comply with the requirement to document company information. ***Failure to return this attachment (or a reasonable facsimile) may result in the proposal being considered non-responsive. Failure to provide references may result in the proposal being considered non-responsive.***

REFERENCE 1:

Company Name:	
Company Address:	
Contact Name/Title/Phone:	
Contact Email:	
Contract Award Date:	
Contract Completion Date:	
Contract Project Name:	
Brief Description of Services:	

REFERENCE 2:

Company Name:	
Company Address:	
Contact Name/Title/Phone:	
Contact Email:	
Contract Award Date:	
Contract Completion Date:	
Contract Project Name:	
Brief Description of Services:	

REFERENCE 3:

Company Name:	
Company Address:	
Contact Name/Title/Phone:	
Contact Email:	
Contract Award Date:	
Contract Completion Date:	
Contract Project Name:	
Brief Description of Services:	

REFERENCE 4:

Company Name:	
Company Address:	
Contact Name/Title/Phone:	
Contact Email:	
Contract Award Date:	
Contract Completion Date:	
Contract Project Name:	
Brief Description of Services:	

REFERENCE 5:

Company Name:	
Company Address:	
Contact Name/Title/Phone:	
Contact Email:	
Contract Award Date:	
Contract Completion Date:	
Contract Project Name:	
Brief Description of Services:	

ATTACHMENT E: CERTIFICATE OF INSURANCE
(PROPOSAL RESPONDER SUPPLIES INSURANCE WITH THE PROPOSAL PACKAGE)

INSURANCE REQUIREMENTS

If requested, the Respondent shall supply an original, certified copy of an insurance certificate listing **the Entity** as additional insured. The successful Respondent will be required to maintain, at all times during performance of the contract, the insurance detailed below. Failure to provide this insurance certificate within the specified amount of time may result in disqualification of bid.

- a. Workers' Compensation Insurance as required by laws and regulations applicable to and covering employees of Contract engaged in the performance of the work under this agreement with a limit of not less than \$1,000,000.00.
- b. Employers' Liability Insurance protecting Responder against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master-servant relationship with a limit of not less than \$1,000,000.00.
- c. Comprehensive General Liability Insurance including products/completed operation with limits of liability of not less than: Bodily Injury \$1,000,000.00 per each person, \$2,000,000.00 per each occurrence/aggregate; Property Damage \$1,000,000.00 per each occurrence;
- d. Excess Liability Insurance Comprehensive General Liability, Comprehensive Automobile Liability and coverages afforded by the policies above, with the minimum limits of \$_____ excess of specified limits.

ATTACHMENT F: ETHICS AND CONFLICT OF INTEREST ACKNOWLEDGEMENT

Public servants are expected to conduct themselves impartially and in a manner that inspires public confidence, while ensuring that responsible contractors have fair and equal access to governmental procurement.

The City of La Marque, Galveston County is committed to protection of government integrity, while also facilitating the recruitment and retention of the skilled personnel necessary to support its operations. To achieve this objective, The City of La Marque, Galveston County has established standards of ethical conduct and conflict of interest policies and expects all vendors, contractors, and subrecipients to adhere to the same core principles as described below.

To achieve these standards, it is essential that those doing business with the City of La Marque, Galveston County also observe the ethical standards prescribed here.

I acknowledge that it is a breach of ethics to attempt to influence any public employee, elected official, or department head to violate the standards of ethical conduct set forth in this code.

I further acknowledge that it is a breach of ethics for any employee of City of La Marque, Galveston County or a vendor doing business with the City of La Marque, Galveston County to participate directly or indirectly in a procurement when the employee or vendor knows that:

- A. The employee or any member of the employee's immediate family or household has a substantial financial interest in a company responding to a City of La Marque, Galveston County procurement.
- B. A business or organization in which the employee or any member of the employee's immediate family has a financial interest pertaining to the procurement.

I understand that it is a breach of ethics to offer, give, or agree to give any employee of City of La Marque, Galveston County, or for any employee to solicit, demand, accept, or agree to accept from a vendor, a gratuity of consequence or any offer of employment in connection with any decision, approval, disapproval, recommendation, preparation, or any part of a program requirement or purchase request influencing the content of specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or controversy, any particular matter pertaining to any program requirement, contract or subcontract, or to any solicitation or proposal therefore pending before City of La Marque, Galveston County.

I acknowledge that it is a breach of ethics for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for City of La Marque, Galveston County as an inducement for the award of a contract or order.

I certify that I have read and understand the ethical standards set forth by City of La Marque, Galveston County and agree to comply with them in all business dealings with the City of La Marque, Galveston County.

SIGNATURE, VENDOR AUTHORIZED REPRESENTATIVE

COMPANY

PRINTED NAME, TITLE

DATE

ATTACHMENT G: STATEMENT OF CONFLICTS OF INTEREST (IF ANY)

The Respondent vendor must describe any conflicts of interest regarding the goods and or services associated with this solicitation.

The Respondent shall complete and submit Form CIQ (Attachment I) if the service provider or key employees have conflicts regarding these services.

The conflict of interest statement is required if the service provider or key employees have conflicts regarding the services and a plan for mitigating the conflict(s).

The Entity may in its sole discretion determine whether a conflict disqualifies a firm, and/or whether a conflict mitigation plan is acceptable.

If the Respondent does not identify a conflict, then they should enter no conflict identified on the Submission Checklist (Attachment A).

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.	OFFICE USE ONLY Date Received	
1 Name of vendor who has a business relationship with local governmental entity.		
2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
3 Name of local government officer about whom the information is being disclosed. Name of Officer		
4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.		
A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor? ☐ Yes ☐ No B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity? ☐ Yes ☐ No		
5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.		
6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).		
7		
Signature of vendor doing business with the governmental entity		Date

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

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

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

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

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

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

- (2) the vendor:

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

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

or

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

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

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

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

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

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

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

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

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

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

- (1) the date that the vendor:

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

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

- (2) the date the vendor becomes aware:

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

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

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

ATTACHMENT I: DISCLOSURE OF LOBBYING ACTIVITIES
SF-LLL 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 of Lobbying Activities," in accordance with its instructions.
- (c) The undersigned shall require that the language in paragraphs (a) and (b) 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, _____ (insert business name), 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	
NAME OF AUTHORIZED AGENT	
TITLE OF AUTHORIZED AGENT	
DATE	

DISCLOSURE OF LOBBYING ACTIVITIES – INSTRUCTIONS

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

1. Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. Status of Federal Action: ☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award	3. Report Type: ☐ a. initial filing ☐ b. material change
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, <i>if known:</i> Name: Street Address: City, State, Zip: Congressional District, if known:		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Name: Street Address: City, State, Zip: Congressional District, if known:
6. Federal Department/Agency:		7. Federal Program Name/Description: CFDA Number, <i>if applicable:</i> _____
8. Federal Action Number, if known:		9. Award Amount, if known: \$
10a. Name and Address of Lobbying Registrant Name (First, MI, Last): Street Address: City, State, Zip:		10b. Individuals Performing Services <i>(including address if different from No. 10a)</i> Name (First, MI, Last): Street Address: City, State, Zip:
11. Information requested through this form is authorized by Title 31 U.S.C., Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. Signature: _____ Name: _____ Title: _____ Telephone: _____ Date: _____		
Federal Use Only		Authorized for Local Reproduction Standard Form – LLL (Rev. 7-97)

ATTACHMENT J: TEXAS ETHICS COMMISSION CERTIFICATE OF INTERESTED PARTIES (FORM 1295)

(TO BE COMPLETED BY THE AWARDED VENDOR PRIOR TO CONTRACT EXECUTION)

CERTIFICATE OF INTERESTED PARTIES		FORM 1295																																									
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE USE ONLY																																									
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.		Must file online at www.ethics.state.tx.us/File																																									
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.																																											
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.																																											
4 <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 40%;">Name of Interested Party</th> <th style="width: 20%;">City, State, Country (place of business)</th> <th colspan="2" style="width: 40%;">Nature of Interest (check applicable)</th> </tr> <tr> <th></th> <th></th> <th style="width: 20%;">Controlling</th> <th style="width: 20%;">Intermediary</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>		Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)				Controlling	Intermediary																																		
Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)																																									
		Controlling	Intermediary																																								
5 Check only if there is NO Interested Party. ☐																																											
6 UNSWORN DECLARATION My name is _____, and my date of birth is _____. My address is _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country). I declare under penalty of perjury that the foregoing is true and correct. Executed in _____ County, State of _____, on the _____ day of _____, 20____. (month) (year) _____ Signature of authorized agent of contracting business entity (Declarant)																																											
ADD ADDITIONAL PAGES AS NECESSARY																																											

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Revised 12/22/2017

ATTACHMENT K: BIDDER'S CERTIFICATION

In accordance with Texas Government Code Sections 2252.001 through 2252.004 (relating to bids by nonresident contractors), the pertinent portion of the Act has been extracted and is as follows:

1. "Nonresident bidder" refers to a person who is not a resident.
2. "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the greater of the following:

1. the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located; or
2. the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which a majority of the manufacturing relating to the contract will be performed.

I certify that _____ (Company Name) is a

☐ **Resident bidder of Texas** as defined in Section 2252.001(4), Texas Government Code,

OR

☐ **Nonresident bidder** as defined in Section 2252.001(3), Texas Government Code, and our principal place of business is located at _____ (City and State).

Note: If the Respondent is an out-of-state company, a Certificate of Authority from the Secretary of State to do business in Texas must be provided.

SIGNATURE	
NAME OF AUTHORIZED AGENT	
TITLE OF AUTHORIZED AGENT	
DATE	

ATTACHMENT L: NON-COLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT

STATE OF TEXAS §
 §
COUNTY OF _____ §

By the signature below, the signatory for the bidder certifies that neither he/she 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 _____ on
the _____ day of _____, 20_____ on behalf of said bidder.

Notary Public in and for the
State of Texas

My commission expires: _____

APPENDIX I – SAMPLE CONTRACT

SAMPLE CONTRACT – INVITATION FOR BID NON-CONSTRUCTION ONLY
CITY OF LA MARQUE
AMERICAN RESCUE PLAN ACT (ARPA) PROGRAM
GENERAL SERVICES, SUPPLIES, AND/OR EQUIPMENT CONTRACT

Vendor Name	Vendor Name
Vendor Unique Entity Identifier (UEI) if available	XXXXXXXXXXXXXXXX
Period of Performance Start Date	
Period of Performance End Date	
Amount of Federal Funds Obligated by this Agreement	\$000,000
Assisted Listing Number (ALN) # 21.027	FAIN #

INTRODUCTION

THIS CONTRACT for General Services, Supplies, and/or Equipment (“Contract”) is made and entered into this [Date], by and between [City of La Marque], Texas, hereinafter referred to as the “Entity” and [Vendor Name], hereinafter referred to as the “Vendor.” Entity and Vendor are sometimes each referred to as a “Party” and collectively “Parties.”

The following recitals are incorporated in and made a part of this Contract.

WHEREAS, on March 11, 2021, President Biden signed the U.S. Senate-amended H.R. 1319 (P.L. 117-2) known as the American Rescue Plan Act (hereinafter “ARPA”); and

WHEREAS, under ARPA Section 603 (c)(1)(A) and (3) and the Final Rule 31 CFR 35.6, recipients may use Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) to allocate funds for the provision of government services and/or make necessary investments in water, sewer, and broadband infrastructure; and

WHEREAS, the Entity has determined that it has the objective of providing services to its residents; and

WHEREAS, the Entity has been awarded ARPA funds by the U.S. Department of the Treasury (“Treasury”) which have been distributed to the Entity from ARPA for covered costs and eligible expenses to be incurred during the period which began on March 3, 2021 (the date ARPA became law) until December 31, 2024 (to be fully expended by December 31, 2026); and

WHEREAS, the Entity desires to disburse funds to the Vendor to perform certain services or provide certain supplies or equipment in connection therewith as set forth in this Contract and in the Scope of Services attached hereto; and

WHEREAS, Vendor has represented to the Entity that it is duly qualified, eligible, and willing to provide the services identified herein and in the Scope of Services attached hereto.

NOW, THEREFORE, in consideration of the foregoing recitals and the terms and conditions set forth herein, the Parties hereto do mutually agree as follows:

SECTION 1. CONTRACT ADMINISTRATION

SECTION 1.1 CONTACT INFORMATION & NOTICES

For the purposes of this Contract, the Entity's Representative listed below will serve as the primary point of contact for the Vendor. All required reports and communication shall be directed to this liaison and other local personnel as appropriate. The Vendor shall designate a Representative to act on Vendor's behalf for all purposes, including execution of Change Orders and Requests for Payment.

Any notice or communication required or permitted to be given under this Contract must be in writing. The initial contact information of the parties, which one party may change by giving written notice to the other party, are as follows:

Entity Name	City of La Marque	Vendor Name	
Entity Address 1	1111 Bayou Road	Vendor Address 1	
Entity Address 2	La Marque, Texas 77568	Vendor Address 2	
Entity Representative for Project		Vendor Representative for Project	
Name	Amanda Hobby	Name	
Title	Assistant Director of Public Works	Title	
Phone	(409) 795-7996	Phone	
Email	a.hobby@cityoflamarque.org	Email	
Entity Billing Contact		Vendor Billing Contact	
Name	Gina Galicia	Name	
Title	Accounts Payable Clerk	Title	
Phone	(409) 938-9214	Phone	
Email	g.galicia@cityoflamarque.org	Email	

SECTION 1.2 PARTS INCORPORATED

Parts Incorporated. In addition to the Exhibits identified below which are incorporated into this Contract, it is understood and agreed that additional terms of this Contract are to be performed in accordance with the proposal documents (scope of work, images, and specifications), submitted proposal response and related exhibits, affidavits, addendums, statutory requirements, and the ARPA Terms & Conditions.

<u>Exhibits</u>	
Exhibit A1	Scope of Work
Exhibit A2	Payment & Pricing Schedule
Exhibit A3	Request for Payment
Exhibit B	ARPA Required Contract Provisions
Exhibit C	Other Relevant Information/Special Conditions for Construction
Exhibit D	Insurance Certificate
Exhibit E	Bid, Performance, and Payment Bonds
Exhibit F	Eligibility Verification (SAM.gov)
Exhibit G	Certificate of Interested Parties (Form 1295)

SECTION 1.4 CONTRACT DOCUMENTS

By reference, the Contract Documents consist of:

- a. This Contract and all exhibits listed, contained, or referenced in this Contract.
- b. All Addenda issued before the Effective Date of this Contract;
- c. All Alternates accepted by the Entity before the Effective Date of this Contract;
- d. All Change Orders issued after the Effective Date of this Contract; and
- e. The response submitted by Vendor in response to the IFB issued by Entity for this Project.

The Contract and Exhibit Documents form the entire and integrated Contract between Entity and Vendor, and supersede all prior negotiations, representations, or agreements, written or oral. To the extent of any conflict between Vendor’s Proposal and any other Contract Document, the Contract Documents shall govern.

If there is an irreconcilable difference between or among the various documents that make up the Contract Documents, the interpretation that provides for a higher quality of material and/or workmanship will prevail over all other interpretations.

1.4.1 Term of Contract and Delivery Schedule – Commencement of Work

Entity shall issue a Notice to Proceed (NTP) identifying the date for commencement of the Work. Vendor shall achieve substantial completion of the Work within 90 calendar days after the commencement date; as such completion date may be extended by approved Change Orders. THE TIME SET FOR COMPLETION OF THE WORK IS AN ESSENTIAL ELEMENT OF THE CONTRACT. In any event, all of the services required and performed hereunder shall be completed no later than December 31, 2024.

1.4.2 Pre-Existing Conditions

Vendor acknowledges that it has been provided access to the existing improvements and conditions on the Project site and that it has thoroughly investigated those conditions. Vendor’s investigation was instrumental in preparing its bid to perform the Work. Vendor shall not make or be entitled to any adjustment to the Contract Time or the Contract Sum arising from Project conditions that the Vendor discovered or, in the exercise of reasonable care, should have discovered

in Vendor's investigation.

1.4.3 Liquidated Damages

Vendor and Entity agree that a breach of this Contract as to completion time will cause damage to the Entity, but further agree that such damage cannot be accurately measured. Therefore, the Parties agree that \$100.00 shall be subtracted from the Contract amount for each and every calendar day that the Work or any portion of the Work remains uncompleted after the expiration of the time period specified in the Notice to Proceed, or as extended by a change order.

1.4.4 Dispute Resolution

Disputes arising under the Contract shall be submitted to a process of resolution pursuant to alternative dispute resolution practices, such as mediation, binding arbitration, or non-binding arbitration pursuant to industry standards, prior to being submitted to a court for adjudication. It is understood that the Entity shall have the right to request mediation if services being provided are deemed deficient in any way.

1.4.5 Acquisition, Merger, Sale and/or Transfer of Business, etc.

It is understood by all parties that if, during the life of the Contract, the Vendor disposes of his/her business concern by acquisition, merger, sale, and or/transfer or by any means conveys his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new vendor will be required to submit all documentation/legal instruments that were required in the original bid/contract. Any change shall be approved by the Entity, who retains the right to reject the transfer of the contract.

1.4.6 Termination of Contract For Cause

This Contract may be terminated by the Entity for cause, including any nonperformance by the Vendor; failure of the Vendor to fulfill in a timely and proper manner its obligations under this Contract; or violation of any of the covenants, agreements, or stipulations of the Contract, upon thirty (30) days' written notice to Vendor including a statement of the reasons, therefore. The determination of the Entity as to the cause of termination and the appropriateness thereof shall be final and binding upon both Entity and Vendor. Cause for termination shall include any material failure by Vendor to comply with any terms of this Contract.

- a. In such event, all finished or unfinished services, documents, data, maps, studies, surveys, drawings, models, photographs, and reports prepared by the Vendor under this Contract shall, at the option of the Entity, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.
- b. Notwithstanding the above, the Vendor shall not be relieved of liability to the Entity for damages sustained by the Entity by virtue of any breach of this Contract by the Vendor, and the Entity may withhold any payments to the Vendor for the purposes of set-off until such time as the exact amount of damages due the Entity from the Vendor is determined.
- c. The Vendor agrees to indemnify and hold the Entity harmless from any liability to subcontractors or suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the Contract by the Entity under this provision.
- d. In case of default by the Vendor, the Entity may procure the goods or services from other sources and hold the Vendor responsible for any excess cost.
- e. Continuation of the terms of the Contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the Entity reserves the right to cancel the Contract.
- f. If this Contract is terminated for cause, excluding funding discontinuance or disapproval, Vendor shall have the right to attempt to cure its failure during the thirty (30) day period prior to termination to the satisfaction of the Entity at the Entity's sole discretion.

1.4.7 Termination of Contract For Convenience of the Entity

The Entity may terminate this Contract at any time by giving at least thirty (30) days' notice in writing to the Vendor. If the Vendor is terminated by the Entity as provided herein, the Vendor will be paid for actual services provided or delivered purchases that are determined acceptable at the sole discretion of the Entity, less payments of compensation previously made. Vendor

1.4.8 Post Expiration and Termination Procedures

Upon expiration or in the event of a prior termination, all remaining and unspent ARPA funds, shall immediately become the sole and separate property of the Entity and the Vendor shall perform all acts and execute all instruments necessary to transfer and assign such funds to the Entity. All finished or unfinished documents, data, studies, reports, and work products prepared by the Vendor under this Contract or with grant funds shall, at the option of the Entity, become Entity's property.

1.4.9 Transitional Period

In the event services are terminated by contract expiration or by voluntary termination by either the Vendor or the Entity, the Vendor shall continue all terms and conditions of said Contract for a period not to exceed thirty (30) days at the Entity's request.

1.4.10 Ownership of Material

The Entity shall retain all of its rights and interest in any and all documents and property, both hard copy and digital furnished by the Entity to the Vendor for the purpose of assisting the Vendor in the performance of this Contract. All such items shall be returned immediately to the Entity at the expiration or termination of the Contract or completion of any related services pursuant thereto, whichever comes first. None of the documents and/or property shall, without the written consent of the Entity, be disclosed to others or used by the Vendor or permitted by the Vendor to be used by their parties at any time except in the performance of the resulting Contract. Ownership of all data, materials and documentation originated and prepared for the Entity pursuant to this Contract shall belong exclusively to the Entity. All data, reports, computerized information, programs, and materials related to this Project shall be delivered to and become the property of the Entity upon completion of the Project. The Vendor shall not have the right to use, sell, or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the Entity.

SECTION 1.5 CONTRACT SUM AND PAYMENTS

The Vendor shall be compensated per the schedule below. Payment to the Vendor shall be based on satisfactory completion of identified services and/or deliverables and payment/invoicing terms as stated in the IFB, or as mutually agreed upon and contained in this Contract. Payment is expressly contingent upon the availability of ARPA funding.

1.5.1 Contract Sum

Entity shall pay Vendor for performance of its obligations under this Contract, including the Base Proposal and Alternate Proposals (if any), the sum of [Spelled out dollar amount here] (\$000,000.00), and make payment in accordance with the provisions of this Section.

1.5.2 Payment & Pricing Schedule

A Payment & Pricing Schedule (see **Exhibit A2**) subdividing the Project into its respective parts (f needed), and which includes values for all items comprising the Project will serve as the basis for payments made to Vendor.

1.5.3 Vendor's Payment Obligations

Vendor shall promptly pay all bills for labor and material performed and furnished by others in connection with this Contract.

- a. Firm shall submit an invoice upon completion of each milestone. Deliverables will be considered complete only upon inspection and written acceptance by the Entity. Each invoice shall include deliverable(s) completed and

the price for each. **The final request for reimbursement must be received by City/County no later than September 30, 2026.**

1.5.4 Request for Payment

As instructed, all payment requests must be submitted on the Request for Payment (See **Exhibit A3**) including required attachments. Notwithstanding the certification of Vendor's payment requests, the Entity or its Representative will independently review Vendor's payment requests and make a determination as to the amount properly payable to Vendor.

1.5.5 Offsets; Deductions; Withholding

- a. Entity is an agency of the State of Texas and materials and services utilized in the provision of services or purchases may be exempt from state and local taxes. Vendor is responsible for taking full advantage of all tax exemptions applicable to the Project. Entity will deduct from the Requests for Payment and from the Request for Final Payment any taxes paid for materials or services that were entitled to tax exemption.
- b. Amounts assessed as liquidated damages per the above Section of this Contract and other amounts to which Entity is entitled by way of setoff or recovery, if any, shall be deducted from any amounts due Vendor.
- c. Notwithstanding any other contractual provision to the contrary, Entity may withhold any payment from Vendor to the extent reasonably required to protect Entity interests under any of the following circumstances: failure to perform work in accordance with Contract Documents; insufficient documentation in Application for Payment; failure to pay subcontractors, employees, hired laborers or materials suppliers; failure to obtain, renew or maintain insurance coverage as required in this Contract; failure to meet schedule requirements or other scenarios that causes the Entity, in good faith judgment, to determine that the remaining balance will not be sufficient to complete the Work in accordance with this Contract. The right to withhold payment is contingent on giving Vendor a minimum of seven (7) calendar days' written notice of specific defects or defaults and an opportunity to cure same, and on Vendor's failure to cure or to take diligent steps to cure within such seven (7) calendar days.

1.5.6 Final Payment

Vendor's request for Final Payment must not be made until all Work is completed, all requirements of the Vendor Documents have been satisfied, and Vendor delivers the services or equipment.

SECTION 2. ENTITY RESPONSIBILITIES

SECTION 2.1 GENERAL

- a. Entity will cooperate in a timely manner in providing information regarding its requirements.
- b. Entity will review and provide final approval of the general schedule, setting the plan for milestone dates and completion or delivery.
- c. If the Entity has actual knowledge of any fault or defect or non-conformance with the Specifications, the Entity shall give prompt written notice of such fault, defect, or non-conformance to Vendor.
- d. The Entity may designate one or more inspectors of its own who will be given access to the Work as requested or needed. The provision of such inspectors will not reduce or lessen in any respect Vendor's responsibilities for the Work.
- e. The Entity may furnish or obtain all legal, accounting, auditing, and insurance counseling services for itself as may be necessary for the Project.

SECTION 3. SCOPE OF WORK

SECTION 3.1 GENERAL

Vendor has overall responsibility for and shall furnish all materials, equipment, tools, and labor necessary and reasonably inferable to complete the Work, or any phase of the Work, in accordance with Entity's requirements and the terms of the Contract Documents, including the Drawings, Specifications, Addenda, details, and other documents prepared by Vendor and listed in the attached Exhibits, if applicable.

Vendor's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Entity nor shall Vendor be released from any liability by reason of such approval by Entity, it being understood that Entity at all times is ultimately relying upon Vendor's skill and knowledge in performing the services required hereunder.

SECTION 3.2 PROJECT CONTROL

Vendor shall supervise and direct the Work and shall be solely responsible for means, methods, techniques, sequences, and procedures for the Work. Vendor shall promptly correct any defective or non-conforming Work at Vendor's sole expense and without cost to Entity.

SECTION 3.3 SUBVENDORS

Vendor shall award and enter into all Subcontracts necessary and appropriate to provide all labor and materials for the scope of work.

- a. Vendor shall monitor the Work of the Subcontractors as required and coordinate such Work with a goal to attain Substantial Completion not later than the date for Substantial Completion and at a cost not to exceed the Contract Sum.
- b. Upon request, Vendor shall provide Entity with complete, unaltered copies of all Subcontracts, and all amendments thereto.

SECTION 3.4 HUB SUBCONTRACTING PLAN

Vendor shall comply with the requirements of the HUB Subcontracting Plan and shall not make any changes to the HUB Subcontracting Plan without Entity's written approval.

SECTION 3.5 KEY TASKS

- a. Provide services and purchase of equipment in accordance with delivery schedules and other prescribed timelines herein.
- b. Provide a warranty on all purchased equipment.
- c. Provide excellent customer service. Firm shall be responsive to requests and communicate on a regular basis with the Entity.
- d. Provide and maintain all original and copies of supporting documentation.
- e. Furnish progress reporting as determined or requested by the Entity.
- f. Support and assist the Entity during state/federal monitoring or auditing activities, including providing financial information, reports, and other requests that may be required.

SECTION 3.6 SCHEDULING

Vendor is solely responsible for delivery of the services/equipment in accordance with the Contract Documents on or before the date specified in the Schedule.

SECTION 3.7 NON-CONFORMING WORK

Entity may reject any defective or non-conforming Work on the Project of which Entity becomes aware and Vendor shall promptly correct any such defect at Vendor's own cost without increasing the Contract Sum. Upon discovering that any portion of the Work does not conform with Entity's design concept and/or requirements, including the Design Guidelines and Standard Specifications, due to an error or omission in any Construction Document materials prepared or furnished by or on behalf of Vendor, Vendor shall promptly correct such condition at no additional cost to Entity. If Vendor refuses or fails to correct (or improperly corrects) any such condition within a reasonable time after notice, Entity may cause the condition to be corrected and offset the cost of such correction against any monies owed to Vendor; provided, however, if no monies are owed Vendor at the time the condition is discovered or at the time the condition is corrected by Entity, Vendor shall promptly reimburse the Entity for all expenses incurred to correct the condition. Vendor shall warranty all corrective Work, whether performed by or through Vendor or by a third party retained by Entity in accordance with the immediately preceding sentence due to Vendor's refusal or failure to correct properly any non-conforming Work.

SECTION 3.8 INDEMNIFICATION

Vendor covenants and agrees to indemnify, hold harmless and defend, at its own sole expense, the Entity and its officers, agents, servants, and employees from and against any and all claims or suits for property loss or damage and/or personal injury, including death, to any and all persons, of whatsoever kind or character, whether real or asserted, arising out of or in connection with the execution, performance, attempted performance, or nonperformance of the services under this Contract and/or the operations, activities, and services of the activities described herein; and Vendor hereby assumes all liability and responsibility of the entity and its officers, agents, servants, and employees for any and all claims or suits for property loss or damage and/or personal injury, including death, to any and all persons, of whatsoever kinds or character, whether real or asserted, arising out of or in connection with the execution, performance, attempted performance, or nonperformance of the services or this Contract and/or the operations, activities, and services described herein. Vendor likewise covenants and agrees to and does hereby indemnify and hold harmless entity from and against any and all injury, damage, or destruction of property of entity, arising out of or in connection with all acts or omissions of Vendor, its officers, members, agents, employees, contractors, subcontractors, invitees, licensees, and project participants. Vendor agrees to and shall release Entity, its agents, employees, officers, and legal representatives from all liability for injury, death, damage, or loss to persons or property sustained in connection with or incidental to performance of the services under this Contract.

Vendor shall require all of its contractors and subcontractors to include in its contracts and subcontracts a release and indemnity in favor of the Entity in substantially the same form as above. The indemnity and liability release provided for above shall not apply to any liability resulting from the sole negligence or fault of the Entity, its officers, agents, employees or separate Vendors, and in the event of joint and concurring negligence or fault of the Entity and Vendor, responsibility and indemnity, if any, shall be apportioned in accordance with the laws of the State of Texas, without waiving any governmental immunity available to the entity under Texas law and without waiving any defenses of the parties under Texas law.

The provisions of this section are solely for the benefit of the parties and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity. This section survives termination or expiration of this Contract.

SECTION 3.9 INSURANCE & BONDING

If applicable, Vendor shall provide Insurance and Bid, Performance, and Payment Bonds as prescribed by Entity in the Solicitation documentation and included here as **Exhibit D** and **Exhibit E**.

SECTION 4. REQUIRED PROVISIONS

The Vendor shall comply with the following items:

SECTION 4.1 TERMS AND CONDITIONS

The Vendor agrees to comply with the requirements of Section 503 of the American Rescue Plan Act (ARPA), regulations adopted by Treasury pursuant to Section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Vendor also specifically agrees to comply with the ARPA Terms & Conditions attached to this Contract in **Exhibit B**.

SECTION 4.2 DEBARMENT AND SUSPENSION

Vendor has provided proof of registration, active/good standing, and non-debarment status in the System for Award Management. Should this status change, the Vendor must notify the Entity immediately.

SECTION 4.3 ASSURANCES OF COMPLIANCE WITH TITLE VI

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

SECTION 4.4 LOBBYING CERTIFICATION & DISCLOSURE

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.

SECTION 4.5 ETHICS MATTERS

Vendor and its employees, agents, representatives, and subcontractors have read and understand the Entity's Conflict of Interest Policy, State of Texas Standards of Conduct and Conflict of Interest Provisions available at [Government Code Chapter 572: Personal Financial Disclosure, Standards of Conduct, and Conflict of Interest \(state.tx.us\)](https://www.state.tx.us/govcode/chapter572/htm00001.htm), and applicable state ethics laws and rules available. Neither Vendor nor its employees, agents, representatives, or subcontractors will assist or cause Entity employees to violate the Conflict of Interest policies, provisions described by State of Texas Standards of Conduct and Conflict of Interest Provisions, or applicable state ethics laws or rules.

SECTION 4.6 MAINTENANCE AND ACCESS TO RECORDS

The Vendor shall maintain records and financial documents sufficient to evidence in compliance with Section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

The Treasury Office of Inspector General, the Government Accountability Office and the Texas Office of the State Comptroller, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of the Vendor in order to conduct audits or other investigations and all records shall be made available upon request. Records shall be maintained by the Vendor for a period of five (5) years after all funds have been expended or returned to the Treasury, whichever is later.

SECTION 5. MISCELLANEOUS PROVISIONS

SECTION 5.1 GENERAL

- a. In any case one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- b. If any action at law or in equity is necessary to enforce or interpret the terms of this Contract, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
- c. This Contract may be amended by mutual agreement of the parties hereto and a writing to be attached to be

incorporated into this Contract.

d. Licenses, Permits, Taxes, Fees, Laws, and Regulations

- i. Vendor warrants that it will obtain, maintain in effect, and pay the cost for all licenses, permits, or certifications that may be necessary for Vendor's performance of this Contract.
- ii. Vendor will be responsible for the payment of all taxes, excises, fees, payroll deductions, employee benefits (if any), fines, penalties or other payments required by federal, state, or local law or regulation in connection with Vendor's performance of this Contract.
- iii. Vendor will comply with and will be responsible for requiring its officers and employees to comply with all applicable federal, state, and local laws and regulations, and the rules and regulations of the Entity.

SECTION 5.2 CAPACITY TO PERFORM

By execution of this Contract, Vendor is certifying that they have the capacity to perform and complete the Scope of Work as provided.

SECTION 5.3 LIMITATION OF LIABILITY

Except for the obligation of Entity to pay Vendor certain fees, costs, and expenses to the extent expressly set forth in this Contract, the Entity shall have no liability to Vendor or to anyone claiming through or under Vendor by reason of the execution or performance of this Contract. Notwithstanding any obligation or liability of Entity to Vendor, no present or future partner or affiliate of the Entity or any agent, officer, director, or employee of the Entity or anyone claiming under the Entity, has or shall have any personal liability to Vendor or to anyone claiming through or under Vendor by reason of the execution or performance of this Contract.

SECTION 5.4 ASSIGNMENT

This Contract is a personal service contract for the services of Vendor, and neither Vendor's interest in this Contract (including, but not limited to Vendor's fees due hereunder), nor Vendor's duties hereunder may be assigned or delegated to a third party except as specifically set forth in this Contract.

SECTION 5.5 GOVERNING LAW AND VENUE

The Vendor 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.

Additionally, all applicable local government codes for the State of Texas also apply to this Contract. All equipment, supplies, and work furnished under this Contract shall comply with applicable laws, ordinances, and regulations. Vendor shall obtain and pay for such permits and inspections as are required for the legal performance of this work, unless otherwise specified. Vendor shall comply with all federal and state laws and Entity's Ordinances and Codes applicable to the Vendor's operation under this Contract. These Specifications and the Contract resulting here from shall be fully governed by the laws of the State of Texas and shall be fully performable in La Marque (Entity Name), Texas, where venue for any proceeding arising hereunder will lie.

This Contract will be governed by the laws of the State of Texas without reference to its conflicts of law provisions. Venue for any suits arising from this Contract will be in a court of competent jurisdiction in Galveston County, Texas.

SECTION 5.6 WAIVERS

No delay or omission by either Party in exercising any right or power accruing upon the non-compliance or failure of performance by the other Party of any provision of this Contract or the Contract Documents will impair any such right or power or be construed to be a waiver thereof. A waiver by either Party of any of the covenants, conditions, or agreements of this Contract or any of the Contract Documents to be performed by the other party will not be construed to be a waiver of any subsequent breach of this Contract or the Contract Documents or of any other covenant, condition or agreement contained in this Contract or the Contract Documents.

SECTION 5.7 SEVERABILITY

If any provision of this Contract is for any reason be held invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision of this Contract and this Contract will be construed as if such invalid or unenforceable provision had not been included herein.

SECTION 5.8 NEW LAWS

Parties agree that if there is a change in any laws, rules, or regulations affecting the performance related to this Contract and enacted after the Effective Date of this Contract, the Parties will enter into good faith negotiations to renegotiate the affected terms of this Contract.

BY: _____
(Entity Official)

(Printed Name)

(Title)

(Date)

BY: _____
(Vendor's Authorized Representative)

(Printed Name)

(Title)

(Date)

SECTION 6. EXHIBITS

THE FOLLOWING DOCUMENTS MUST BE COMPLETED AND ATTACHED TO THE CONTRACT:

Exhibit A1	Scope of Work
Exhibit A2	Payment & Pricing Schedule
Exhibit A3	Request for Payment
Exhibit B	ARPA Required Provisions (ARPA Terms & Conditions)
Exhibit C	Other Relevant Information
Exhibit D	Insurance Certificate (if applicable)
Exhibit E	Bid, Performance, and Payment Bonds (if applicable)
Exhibit F	Eligibility Verification (SAM.gov)
Exhibit G	Certificate of Interested Parties (Form 1295)

Exhibit A1 – Scope of Work

To be populated with solicitation Scope of Work

Exhibit A2 – Payment & Pricing Schedule

The terms for payment for the contract are as follows:

Payment Schedule:

Payment will be made within 30 days of a Request for Payment and only after delivery of all services and/or purchases and acceptance by the Entity.

Pricing Schedule:

Prices for all goods and/or services shall be all inclusive.

Entity is an agency of the State of Texas and materials and services utilized in the provision of services or purchases may be exempt from state and local taxes. Vendor is responsible for taking full advantage of all tax exemptions applicable to the Project. Entity will deduct from the Requests for Payment and from the Request for Final Payment any taxes paid for materials or services that were entitled to tax exemption.

Lump Sum Price: Vendor shall provide pricing in the table below to complete the scope of services contained in **Exhibit A1**, Scope of Work, in accordance with the specifications contained in this document. Costs include all applicable services (i.e. labor, materials, profit, bonding, insurance, permitting, general conditions, and other costs) to provide a turnkey product.

(Note to Entity: Component pricing should be based on the identified components of the scope of work contained in **Exhibit A1**). An example is provided below:

SCOPE OF WORK	PRICE
	\$
	\$
	\$
	\$
TOTAL LUMP SUM PRICE (TOTAL OF ABOVE LINE ITEMS)	\$

Exhibit A3 – Request for Payment

Project Name:			
Vendor Name:			
Date of Request:			
Contact Name:			
Contact Phone:		Contact Email:	

Item for Payment	Description	Unit Cost or Percent Complete	# of Units	Total Amount
TOTAL				

X	Attachments

Submitted By	
Name and Title	
Signature	

CERTIFICATION: I certify that this Request for Payment contains costs associated with the provision of services in accordance with the terms of the contract. I also certify that all required documentary evidence has been submitted along with the Request for Payment as instructed, including any documentation associated with requirement to pay prevailing wages.

By signing this Request for Payment, I certify to the best of my knowledge and belief that information provided in this Request is true, complete, and accurate. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

WARNING: Section 1001 of Title 18 U.S. code makes it a criminal offense to make willful, false statements or misrepresentation of any material fact involving the use of or obtain federal funds.

Exhibit B – ARPA Required Provisions

2 CFR 200.327 Contract provisions. The Non-Federal entity's contracts should contain applicable provisions described in Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. The Non-Federal entity's contracts must contain the provisions described in Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, as applicable.

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	2 CFR 200 Appendix II (A-L)		
>\$250,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908 , must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.	2 CFR 200 APPENDIX II (A)	Contractor RFP/IFB Contractor RFQ Subrecipients
>\$10,000	All contracts in excess of \$10,000 must address termination for cause and for convenience by the Non-Federal entity including the manner by which it will be affected and the basis for settlement.	2 CFR 200 APPENDIX II (B)	Contractor RFP/IFB Contractor RFQ Subrecipients
None	Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." 41 CFR 60-1.4 Equal opportunity clause. (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: 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: During the performance of this contract, the contractor agrees as follows: (9) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. (10) The contractor will, in all solicitations or advertisements for employees placed by	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
	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. (11) 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. (12) 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. (13) 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. (14) 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. (15) 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. (16) 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: 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. The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. 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		

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	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. 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.		
>\$10,000,000 for ARPA but State Provision Applies at any amount and/or >\$2,000 for CDBG/Braided Funds Projects See TX Prevailing Wage Laws	Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$10,000,00 awarded by Non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The Non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The Non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Non-Federal entity must report all suspected or reported violations to the Federal awarding agency.	2 CFR 200 APPENDIX II (D)	Contractor RFP/IFB Subrecipients
>\$100,000	Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the Non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or	2 CFR 200 APPENDIX II (E)	Contractor RFP/IFB Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	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

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	See 2 CFR §200.323 - Procurement of Recovered Materials. 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. 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. ii. 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— 1. Competitively within a timeframe providing for compliance with the contract performance schedule; 2. Meeting contract performance requirements; or 3. At a reasonable price. iv. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program. v. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the "Solid Waste Disposal Act."	2 CFR 200 APPENDIX II (J)	Contractor RFP/IFB Contractor RFQ Subrecipients
	See 2 CFR §200.216 - Prohibition on certain telecommunications and video surveillance services or equipment (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (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). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or	2 CFR 200 APPENDIX II (K)	Contractor RFP/IFB Contractor RFQ Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	controlled by, or otherwise connected to, the government of a covered foreign country. (b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. (c) See Public Law 115-232, section 889 for additional information. (d) See also § 200.471.		
	See 2 CFR §200.322 - Domestic Preferences for Procurements. (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. (b) For purposes of this section: (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. (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.	2 CFR 200 APPENDIX II (L)	Contractor RFP/IFB Contractor RFQ Subrecipients
	Additional 2 CFR 200 references & Other Regulations		
None	The Federal awarding agency must establish conflict of interest policies for Federal awards. The Non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.	2 CFR 200.112	Contractor RFP/IFB Contractor RFQ Subrecipients
None	Contracting with HUB, small and minority businesses, women’s business enterprises, and labor surplus area firms. (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. (b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women’s business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises; (4) Establishing delivery schedules, where the requirement permits, which	2 CFR 200.321	Contractor RFP/IFB Contractor RFQ Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.		
>\$10,000	An NFE (Non-Federal Entity) that is a state agency or an agency of a political subdivision of a state, and the NFE's contractors must comply with Section 6002 of the Solid Waste Disposal Act. Applicable NFEs must include a contract provision requiring compliance with this requirement. This includes contracts awarded by a state agency or political subdivision of a state and its contractors for certain items, as designated by the EPA, with a purchase price greater than \$10,000. Indian Tribal Governments and nonprofit organizations are not required to comply with this provision. Additional requirements are listed below.	2 CFR 200.323	Contractor RFP/IFB Contractor RFQ Subrecipients
None	Financial records, supporting documents, statistical records, and all other Non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon Non-Federal entities. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations. The only exceptions are the following: (a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations. (b) When the Non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period. (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition. All records related to ARPA shall be maintained for 5 years per the ARPA terms and conditions and regulations. (d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the Non-Federal entity All records related to ARPA shall be maintained for 5 years per the ARPA terms and conditions and regulations. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations. (e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the Non-Federal entity's fiscal year in which the program income is earned. (f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates). (1) <i>If submitted for negotiation.</i> If the proposal, plan, or other computation is	2 CFR 200.334	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations. (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. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations.		
None	The Federal awarding agency and the Non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the Non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not 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.	2 CFR 200.336	Contractor RFP/IFB Contractor RFQ Subrecipients
None	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.	Texas Government Code 2252.152	Contractor RFP/IFB Contractor RFQ Subrecipients
>\$100,000	PROVISION REQUIRED IN CONTRACT. (a) This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.	Texas Government Code 2271	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
For Critical Infrastructure Projects	PROHIBITION ON CONTRACTS WITH CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE. PROHIBITED CONTRACTS. (a) A governmental entity may not enter into a contract or other agreement relating to critical infrastructure in this state with a company: (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	Texas Government Code, Title 10, Subtitle F, Chapter 2274.0102	Subrecipients EC 6.1 Awardees

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	warranty and support purposes; and (2) if the governmental entity knows that the company is: (A) owned by or the majority of stock or other ownership interest of the company is held or controlled by: (i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; or (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 (B) headquartered in China, Iran, North Korea, Russia, or a designated country. (b) The prohibition described by Subsection (a) applies regardless of whether: (1) the company's or its parent company's securities are publicly traded; or (2) the company or its parent company is listed on a public stock exchange as: (A) a Chinese, Iranian, North Korean, or Russian company; or (B) a company of a designated country.		
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
ARPA Terms & Conditions			
ARPA Terms, Conditions, & Records	1. Use of Funds. a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing. 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.	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; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
ARPA Terms, Conditions, & Records	4. Maintenance of and Access to Records 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. 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. 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.	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	5. Pre-award Costs. Pre-award costs, as defined in 2 CFR § 200.458, may not be paid with funding from this award.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.	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	7. Cost Sharing. Cost sharing or matching funds are not required to be provided by 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	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.	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	9. Compliance with Applicable Law and Regulations. 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. b. Federal regulations applicable to this award include, without limitation, the following: 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 Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award. ii. Universal Identifier and System for Award Management (SAM), 2 CFR Part 25, pursuant to which the award term set forth in Appendix A to 2 CFR Part 25 is hereby incorporated by reference.	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
	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. 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. 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. vi. Governmentwide Requirements for Drug-Free Workplace, 31 CFR Part 20. (Subrecipient Only) vii. New Restrictions on Lobbying, 31 CFR Part 21. viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations. ix. Generally applicable federal environmental laws and regulations. c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following: i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 CFR Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance; ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability; iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance; iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and 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.		
ARPA Terms, Conditions, & Records	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.	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	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.	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	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	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b),	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors

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	other remedy available by law.	603(b) and/or 603(c) as applicable	
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. c. 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. d. 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; v. An authorized official of the Department of Justice or other law enforcement agency; vi. A court or grand jury; or vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct. c. Recipient shall inform its employees in writing of the rights and remedies provided	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
	under this section, in the predominant native language of the workforce.		
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 C – Other Related Information

To be inserted

Exhibit D – Insurance Certificate

To be inserted

Exhibit E – Bid, Performance, and Payment Bonds

To be inserted

Exhibit F – Eligibility Verification (SAM.gov)

Vendor to provide a dated printout of their active status without exclusions from SAM.gov website

Exhibit G – Certificate of Interested Parties (Form 1295)

Form 1295 (Certificate of Interested Parties) must be completed on the Texas Ethics Commission's website as part of this project prior to contract execution. Form 1295 can be accessed here: <https://www.ethics.state.tx.us/filinginfo/1295/> and must be returned with the certification number assigned after completion

City of La Marque

1111 Bayou Road
La Marque, Texas 77568

REQUEST FOR PROPOSALS (RFP) COMPETITIVE PROCUREMENT FOR GENERAL SERVICES, SUPPLIES, AND/OR EQUIPMENT

This RFP is being supported

by federal award number [RCP-056096]

allocated to the

City of La Marque

under the

American Rescue Plan Act (ARPA)

Coronavirus State and Local Fiscal Recovery Funds (SLFRF)

by the U.S. Department of the Treasury



Prepared By: Department of Public Works

Procurement Reference #2232

American Rescue Plan Act (ARPA) Request for Proposals (RFP)

Date: October 1, 2024

Re: Request for Proposals (RFP) for two (2) 2024 Mini-Excavators funded with Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Allocated Under the American Rescue Plan Act (ARPA)

Dear Vendor:

The City of La Marque, hereinafter called "Entity", has received an allocation of American Rescue Plan Act (ARPA) funds, and is issuing a Request for Proposals (RFP) for a general purchases and supplies contract. The item(s) are being solicited to assist the Entity in completing and implementing programs and/or projects funded with its allocation of ARPA funds.

The Sole Point of Contact for this solicitation may provide information regarding this RFP. Refer to the **Schedule of Events and Selection Summary** in Section 1 of this document for response details.

Respondent is responsible for ensuring that their RFP response is received in a timely manner and that it contains all elements of the RFP, including all required forms and any addendums issued. Respondent should complete the Solicitation Response Cover Sheet/Acknowledgement of Addenda/Submission Checklist contained in Attachment A and all other requirements identified in the RFP. RFP responses received after the deadline will not be opened and therefore not evaluated or considered for award, regardless of whether or not the delay was outside the control of the submitting provider. The City of La Marque reserves the right to negotiate with providers submitting timely responses in accordance with state and federal procurement requirements, to reject any and all bids, and to select multiple respondents if it deems it's in the best interest of the Entity and/or desires to do so.

The Entity is an Affirmative Action/Equal Opportunity Employer. Minority Business Enterprises, Small Business Enterprises, Women Business Enterprises, and Labor Surplus Area firms are encouraged to submit bids.

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REQUEST FOR PROPOSALS – GENERAL INFORMATION

SECTION 1 – SCHEDULE OF EVENTS AND SELECTION SUMMARY

1.1 SCHEDULE OF EVENTS – ALL DATES ARE TENTATIVE

- 1.1.1 The Entity reserves the right to change dates at any time. At the sole discretion of the Entity, events listed in Section 1 are subject to scheduling changes and cancellation. The Entity will make public any changes to the stated schedule.
- 1.1.2 All requests, questions, or other communication about this solicitation shall be made in writing and addressed to the Entity's Sole Point of Contact listed in the **Schedule of Events + Response Requirements** that follow. Only the Sole Point of Contact may be contacted regarding required elements for this RFP.
- 1.1.3 Respondent must review all documents and information in the *Exhibits* section and complete the required documents in the *Attachments* section. The completed Attachments, including the signed Pricing Sheet, must be contained within the Proposal Response and submitted to the Point of Contact listed in the Schedule of Events + Response Requirements that follow.

SCHEDULE OF EVENTS + RESPONSE REQUIREMENTS

SCHEDULE OF EVENTS	
RFP NOTICE DATE:	October 1, 2024
VENDOR QUESTIONS DUE:	October 15, 2024, 5:00 PM CST
QUESTIONS ANSWERED BY:	October 22, 2024, 5:00 PM CST
PRE-PROPOSAL CONFERENCE: The Entity shall reject responses submitted by firms that do not attend the mandatory pre-proposal conference.	None
SITE VISIT: The Entity shall reject responses submitted by firms that do not attend the mandatory site visit.	If needed, will be scheduled.
PROPOSAL DUE DATE:	October 31, 2024, 10:00 AM CST
ESTIMATED AWARD DATE:	November 18, 2024, 6:00 PM CST
RESPONSE REQUIREMENTS	

QUESTIONS & ANSWERS ONLY – SOLE POINT OF CONTACT	
The Entity will allow written questions and requests for clarification of this solicitation. Questions must be submitted by email to the Sole Point of Contact listed below. Respondents’ names will be removed from questions in any responses released.	
SOLE POINT OF CONTACT NAME:	City Clerk
ADDRESS:	1111 Bayou Road La Marque, TX 77568
EMAIL:	bids@cityoflamarque.org
PHONE:	409-938-9259
DELIVERY OF RESPONSE PROPOSAL – POINT OF CONTACT	
For digital delivery, the Subject Line should include Respondent’s Name, RFP number, and time/due date of RFP and completed response and all attachments uploaded to the following point of contact:	
NAME:	-
TITLE:	City Clerk
DELIVERY POINT:	Bidsubmit.cityoflamarque.org
If mailed or hand-delivered, sealed proposals (an original and 3 copies) should be submitted on the original forms provided. Each response must be sealed and should be placed in a properly identified envelope with Respondent’s Name, RFP number, and time/due date of RFP.	
For mail or hand-delivery, deliver response and all attachments to:	
NAME:	-
TITLE:	City Clerk
ADDRESS:	1111 Bayou Road LaMarque, TX 77568

1.2 SELECTION OF RESPONDENT(S)

- 1.2.1 The Entity intends to select Respondent(s) that best meet the needs of the Entity and that provide the best overall value. The Entity reserves the right to award multiple contracts from the finalist pool of successful Respondent(s). Respondents will be rated and ranked according to the evaluation criteria set forth below. The Entity intends to enter into negotiations with the top-ranked Respondent (i.e., the most highly qualified) and attempt to negotiate a fair and reasonable price; if negotiations fail, the Entity shall formally end negotiations with that respondent and attempt to negotiate with the next most highly qualified provider. The Entity shall proceed in like manner until it has contracted with a sufficient number of providers to respond to the identified scope of work.
- 1.2.2 The Entity reserves the right to check references on any projects performed by the Respondent, whether provided by the Respondent or known by the Entity.
- 1.2.3 The Entity is not required to accept the lowest cost proposal.
- 1.2.4 The Entity may make such investigation as deemed necessary to determine the ability of the Respondent to perform the work, and the Respondent shall furnish to the Entity all such information by the date specified by the Entity.
- 1.2.5 The Entity may conduct such investigations as it deems necessary or appropriate to assist in the evaluation of any RFP response and to establish the responsibility, qualifications, and financial ability of the Respondent, their proposed subcontractors, and other persons or organizations submitted within a Respondent's response to do the work to the Entity's satisfaction within the prescribed time.
- 1.2.6 The Entity reserves the right to conduct interviews of short-listed Respondent(s) prior to making a final selection.
- 1.2.7 The Entity reserves the right to contact references as deemed necessary to complete its analysis.

See SECTION 4 – EVALUATION CRITERIA, for additional information on how Respondents will be evaluated and selected.

SECTION 2 – INTRODUCTION AND GENERAL CONDITIONS

2.1 GENERAL DESCRIPTION OF THE SCOPE OF WORK (SOW) – SEE *SECTION 3* AND *EXHIBIT A* FOR SOW DETAILS

The Entity has received an allocation of American Rescue Plan Act (ARPA) funds and is issuing a Request for Proposals (RFP) for a general purchases and supplies contract. The item(s) are being solicited to assist the Entity in completing and implementing programs and/or projects funded with its allocation of ARPA funds.

This solicitation includes purchase of:

- 2.1.1 **General Description:** Examples: [two \(2\) 2024 Mini-Excavators](#)

- 2.1.2 The scope of work includes all labor, materials, goods and/or services necessary to provide the purchased items, including any installation specified in **Exhibit A**. The respondent shall submit a written copy of all warranty information prior to final acceptance by Entity.
- 2.1.3 **REFERENCED BRAND EXAMPLE:** Catalogs, brand names or manufacturer's references are descriptive only and indicate type and quality desired. Proposals on brands of like nature and quality will be considered. If proposing other than the referenced brands/model number, Respondent must show manufacturer, brand or trade name, product number and provide complete descriptive information of product offered and include with response. Failure to take exception to specifications or reference data will require Respondent to furnish specified brand names, numbers, etc.

2.2 CONSIDERATION OF AWARD

To be considered for award, Respondents must adhere to the requirements, when applicable to Vendors, as set forth in **Exhibit B**, the ARPA Required Provisions, and provide all other required information and documentation as set forth in this solicitation.

2.3 CONTRACT AWARD

The Entity may award a Firm Fixed Price Contract. A Respondent's proposal must be responsive to this solicitation and include all required documents as instructed in the solicitation and listed in the *Solicitation Response Cover Sheet/Acknowledgement of Addenda/Submission Checklist (Attachment A)*.

2.4 TERM OF PURCHASE CONTRACT

The Contract or Purchase Order shall be effective upon date of execution (signed by the Entity designee), shall contain terms and conditions for the purchase, including delivery date and delivery location, and shall expire upon delivery and final acceptance by the Entity. A sample contract is available for review at **Appendix I**.

2.5 BID ACCEPTANCE

- 2.5.1 Proposals must be received, time stamped or otherwise acknowledged before the specified hour and date. Late submittals WILL NOT be considered under any circumstances. The Entity will not be held responsible for any solicitation response that is mishandled prior to receipt by the Entity. The Entity will not be responsible for any technical issues that result in late delivery, inappropriately identified documents, or other submission error that may lead to disqualification (including substantive or administrative) or nonreceipt of the Respondent's response.
- 2.5.2 The Entity reserves the right to accept or reject any and all proposals, to accept any proposal deemed advantageous and to waive irregularity in the proposals. By submitting a response, the Respondent acknowledges and will adhere to all specifications as stated within this procurement packet.
- 2.5.3 Proposals CANNOT be altered or amended after the due date. Any alterations made before the due time must be initialed by Respondent or authorized agent. No response may be withdrawn after due date without approval and based on a written acceptable reason.
- 2.5.4 The Entity reserves the right to revise or amend the specifications prior to the due date. Such revisions or amendments, if any, will be announced by amendments or addendums to these specifications. Copies of such amendments or addendums so issued will be posted to the Entity's bidding websites. If Respondent demonstrates just reason for a change, the Entity must have at least five (5) working days' notice prior to submission due date.

- 2.5.5 In the event that Respondent finds discrepancies in or omissions from the specifications or other documents or be in doubt as to their meaning, Respondent should at once notify the Entity Sole Point of Contact and obtain clarification prior to submitting a response.
- 2.5.6 All Respondents must meet or exceed the minimum specifications to be considered a valid response. The Entity reserves the right to accept or reject all or any part of any response, waive minor technicalities and award the contract either to the lowest responsible Respondent or to the Respondent who provides goods or services at the best value for the Entity.
- 2.5.7 The Respondent agrees to protect the Entity from claims involving infringement of patents or copyrights.

PROPRIETARY OR CONFIDENTIAL INFORMATION; TEXAS PUBLIC INFORMATION ACT: Any proprietary, trade secret, or otherwise confidential information Respondent includes in its Proposal must be clearly labeled as proprietary or confidential information, and Respondent must identify the specific exception to disclosure in the Public Information Act (PIA). Merely making a blanket claim that the entire Proposal is protected from disclosure because it contains some proprietary information is not acceptable and shall make the entire Proposal subject to release under the PIA. Any information which is not clearly identified as proprietary or confidential shall be deemed to be subject to disclosure pursuant to the PIA.

Information, documentation, and other material in connection with this Response or any resulting Contract may be subject to public disclosure under the Texas PIA, Chapter 552 of the Texas Gov't Code.

- 2.5.8 There is no guarantee a contract will be awarded. The Entity reserves the right to cancel this RFP at any time.
- 2.5.9 All proposals become public documents and are subject to public review (upon request and as allowed by law). The submission of an RFP response will constitute representation by the Respondent that it understands and has complied with the requirements of the RFP. Submission of a response indicates the RFP information provided was sufficient in scope and detail to convey understanding of anticipated terms and conditions for performance of the work.
- 2.5.10 RFP Respondents assume all costs of preparation of the proposal. RFP responses become the property of the Entity.

2.6 PROHIBITED COMMUNICATION

On issuance of this solicitation, except for the written inquiries described in Section 2.6 above, the Entity, its representative(s), or partners will not answer any questions or otherwise discuss the contents of this solicitation with any potential respondent. This restriction does not preclude discussions between affected parties for the purposes of conducting business unrelated to this solicitation. Failure to comply with these requirements may result in disqualification of respondent's solicitation response.

2.7 TERMINATION CONDITIONS

See Contract at **Appendix I** for Termination Conditions.

2.7.1 FAILURE TO ENTER INTO A CONTRACT

Should the Selected Respondent ("Vendor"), to whom the contract is awarded, fail to enter into a contract within twenty-one (21) business days, the Entity may then, at its option, retain the Vendor's bid deposit/bond (if required) and accept the bid of the next lowest responsible bidder.

SECTION 3 – SCOPE OF WORK/TECHNICAL SPECIFICATIONS

3.1 MINIMUM REQUIREMENTS

- 3.1.1 The selected Vendor shall have no convictions or civil judgments preceding nor thereafter this solicitation rendered against Respondent for 1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; 2) violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- 3.1.2 The selected Vendor shall not ever have been indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated above.
- 3.1.3 Where applicable, Vendor's staff must meet and maintain current certifications and or licensure requirements as mandated by state law or the appropriate licensing authority.
- 3.1.4 Vendor must not be debarred at the time of response submission, and prior to award of a contract. The System for Award Management ([SAM.gov](https://sam.gov)) and the [Texas Comptroller's](#) Debarred Vendor List will be checked to ensure the Vendor is not excluded from contract participation at the federal level. If the Vendor is debarred, the Vendor's proposal will not be evaluated.

3.2 SCOPE OF SERVICES Construct

- 3.2.1 **The required products or services shall be provided in accordance with attached Exhibits:**

- **Exhibit A:** Project Scope of Work
- **Exhibit B:** ARPA Required Provisions
- **Exhibit C:** Other Relevant Information

- 3.2.2 **Work Orders**

During the term of any contract awarded, the Entity may request the Vendor to perform certain tasks as described in the scope, subject to a specific work order authorization. All work authorizations shall be in writing, signed by all parties, and shall include a scope of services, a list of tasks to be performed, a time schedule, a list of deliverables and such other information or special conditions as may be necessary for the work requested.

- 3.2.3 **Condition of Product:** New Equipment ONLY; NO re-manufactured or "gray market" items. All items must be covered by the manufacturer's warranty. The unit(s) shall be made ready for continuous operation upon delivery. Respondent is cautioned that any unit delivered to the FOB point that does not meet specifications in every aspect will not be accepted.
- 3.2.4 **All Parts:** All parts not specifically mentioned which are necessary for the unit to be complete and ready for operation or which are normally furnished as standard equipment shall be furnished by the vendor. All parts shall conform in strength, quality, and workmanship to the accepted standards of the industry.
- 3.2.5 **Manuals:** Manuals containing illustrated parts list and operating and service instructions for the units shall be delivered with units. Manuals shall outline all necessary service and operating instructions for the units delivered and provide necessary warning and safety precautions.

3.2.6 Warranty Requirements: The units shall be warranted against defects in material and workmanship for a standard manufacturer's warranty and shall cover 100% parts and labor for the units. Vendor shall furnish warranty and a list of warrantied repair companies to the Entity at time of delivery. The warranty begins on the date the units are determined to meet specifications and accepted by the Entity.

3.3 DELIVERY AND ACCEPTANCE

3.3.1 Freight Charges: Shipping shall be Free on Board (FOB) destination; therefore, unit prices must include all shipping, handling, fuel surcharges, and delivery fees.

3.3.2 Delivery Schedule: Recommended delivery not to exceed 90 calendar days from date of award; delivery terms may be a factor in determining award. Respondent must contact the Entity point of contact to schedule delivery date and time. Respondent shall provide a minimum forty-eight (48) hours' notice prior to delivery.

3.4 DELIVERY CONTACT(S): Respondent shall contact the Entity for delivery a minimum of one (1) week in advance to coordinate delivery.

Delivery Contact Name:	City Clerk
Phone:	(409) 938-9259
Email:	bids@cityoflamarque.org

3.5 REGISTRATION AND TITLING (when applicable): Permanent registration and titling will be performed by the Entity. **DO NOT REGISTER ITEM.** Respondent shall supply, as applicable, dealer's tag for item for sixty (60) days from date of delivery. The original Certificate of Origin (COO) or Manufacturer's Statement of Origin (MSO) as well as the most current version of TXDMV Form 130U or Application for Texas Title with signature shall be submitted with an invoice to the Entity.

3.6 DELIVERY DELAYS: If delay is foreseen, Respondent shall give written notice to the Entity and must keep the Entity advised of status of order at all times. Default in promised Delivery Days After Receipt of Order (ARO) without accepted reasons or failure to meet specifications authorizes the Entity to cancel contract/Purchase Order.

3.7 COMPLIANT PRODUCTS: Delivery does not occur until the Respondent delivers products, materials, or services in full compliance with the specifications to Entity's FOB destination, unless delivery is specifically accepted, in whole or in part, by the Entity. Providing products, materials, or services which do not meet all specification requirements does not constitute delivery. Entity reserves the right to require new delivery or a refund in the event that materials or products not meeting specifications are discovered after payment has been made. **NO SUBSTITUTIONS PERMITTED WITHOUT WRITTEN APPROVAL OF THE ENTITY.**

3.8 ACCEPTANCE: All equipment ordered will be subject to acceptance inspection and performance testing upon receipt. Acceptance inspection and performance testing will not take more than five (5) working days, weather permitting. Respondent will be notified within this time frame of any units not

delivered in full compliance with the purchase order specifications. In the event the goods tested fail to meet or exceed all conditions and requirements of the solicitation and Contract, the goods will be rejected in whole or in part, at the State's Entity's option, and returned to the Vendor or held for disposition at the Vendor's expense. Latent defects may result in cancellation of the Contract at no expense to the Entity.

3.9 RECORD KEEPING

- 3.9.1 Respondents shall provide, enter, or upload all documentation, communications, and records including all permits, certifications, warranties, and approvals regarding all provided services/products as instructed by the Entity.
- 3.9.2 Respondents shall maintain records of all events that affect, or may be expected to affect the quality, scope, or progress of the services. All records shall be retained for a period of **five (5) years** following the closeout of the Entity's federal grant.

3.9.3 Insurance

- 3.9.3.1 If applicable, an original, certified copy of an Insurance Certificate listing the Entity as additional insured, must be submitted with the Respondent's submittal (**see Attachment E for requirements**). The successful Respondent will be required to maintain at all times during performance of the Contract, the insurance detailed below.
- 3.9.3.2 Workers' Compensation Insurance
- 3.9.3.3 Employers' Liability Insurance
- 3.9.3.4 Comprehensive General Liability Insurance
- 3.9.3.5 Excess Liability Insurance, Comprehensive General Liability Insurance, Comprehensive Automobile Liability Insurance

3.10 TERMS AND CONDITIONS

- 3.10.1 **Indemnity Clause** – The Respondent agrees to indemnify and save harmless the Entity and its officers, agents, and employees from any and all claims, causes or action, and damages of every kind, for injury to or death of any person and damages, to property arising out of or in connection with the work done by Respondent under this contract, and including acts or omissions of the Entity or its officers, agents, or employees in connection with said contract.
- 3.10.2 **Equal Opportunity Employer** – The successful Respondent shall warrant and agree that he/she is an Equal Opportunity Employer. Should complaints of any form of discrimination, either in dispensation of the service, or within company hiring policies be substantiated, this contract may be terminated immediately.
- 3.10.3 **Assignment** – The successful Respondent may not assign, sell, or otherwise transfer this contract without prior written consent of the Entity.
- 3.10.4 **Compliance with Laws** – The Respondent 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.
 - 3.10.4.1 Additionally, all applicable local government codes for the State of Texas also apply to this contract. All equipment, supplies and work furnished under this contract shall comply with applicable laws, ordinances, and regulations. Respondent shall obtain and pay for such

permits and inspections as are required for the legal performance of this work, unless otherwise specified. Respondent shall comply with all federal and state laws and Entity's ordinances and codes applicable to the Respondent's operation under this contract. These specifications and the contract resulting here shall be fully governed by the laws of the State of Texas and shall be fully performable in Galveston County, Texas, where venue for any proceeding arising hereunder will lie.

- 3.10.5 **Silence of Specifications** – The apparent silence of specifications as to any detail, or the apparent omission from it or a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality shall be used. All interpretations of specifications shall be made on the basis of this statement. The Respondent should request clarification from the Entity as specified in this document.

SECTION 4 – EVALUATION CRITERIA

4.1 RESPONSIVENESS OF QUALIFICATIONS SUBMISSION:

Pass/Fail

Qualifications submission shall be responsive to all material requirements that shall enable the evaluation committee to evaluate responses in accordance with the evaluation criteria to make a recommendation to Officials of the Entity.

4.2 FINANCIAL STABILITY OF RESPONDENT:

Pass/Fail

Financial stability of the Respondent to successfully undertake the project and the ability to ensure performance over the duration of the contract.

4.3 TECHNICAL REQUIREMENTS:

100 Points Total

Extent to which the provided service or products meets the needs of the Entity, including, but not limited to, the criteria in the evaluation matrix and in the submission requirements section and as expressed in this document.

4.4 EVALUATION CRITERIA:

Solicitation responses shall be evaluated in accordance with Part 200 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements. The Entity will make the selection on the basis of demonstrated competence and qualifications; and to a Respondent that provides a fair and reasonable price.

The Entity evaluates the responses, prepares a Bid Tabulation sheet, determines the award on the basis of fair and reasonable pricing considered to be the Best Value to the Entity.

Only responses submitted in compliance with the **Schedule of Events + Response Requirements** section and meeting qualifications will be considered. Failure to submit the required information may be cause for rejection of the bid response. The Entity reserves the right to waive informalities and minor irregularities in bids received.

Initial Compliance Screening

The Entity will perform an initial screening of all solicitation responses received. Unsigned solicitation responses, and solicitation responses that do not meet the minimum qualifications above and/or do not include all required forms and information may be subject to rejection without further evaluation.

Additional Evaluation Criteria

All solicitations will be evaluated based on Responsiveness and Price. Responsiveness means adhering to the Terms and Conditions and specifications of the supplies requested.

Evaluation Process: *The Entity's Evaluator(s) completes an evaluation of the submitted proposal using the criteria described below. The proposal submitted must be a firm-fixed price.*

EVALUATION CRITERIA

EVALUATION CRITERIA	SCORE
Responsiveness of Proposal	Pass/Fail
Financial Stability	Pass/Fail
Understanding of Work; Experience and Qualifications	20
Capacity to Perform, Delivery/Service Schedule, and References	20
Pricing	60
TOTAL SCORE	100

SECTION 5 – RESPONSE SUBMISSION REQUIREMENTS

This section details the requirements for submitting all required information. Respondents are advised to see **Schedule of Events + Response Requirements** on Page 4 of this document, and to carefully review all the requirements and submit all documents and information as indicated in this RFP. Additional information may be requested for clarification. Incomplete responses may lead to a submission being deemed nonresponsive and will not be considered.

To ensure some degree of uniformity in the submission, please follow the outline listed below.

5.1 STATEMENT OF INTEREST

The statement of interest should be limited to a maximum of two (2) pages and must include a brief introduction of the company, a statement of the Respondent's understanding of the work to be performed and that the company meets and will comply with the requirements set forth in this document.

5.2 EXPERIENCE AND RELEVANT QUALIFICATIONS

Respondent shall demonstrate related professional qualifications, experience, and knowledge similar to this scope of work. Response should include information similar in scope and size to the scope of work in this RFP. Limit to four (4) pages. Minimum submission shall address the following:

- 5.2.1 **Experience** – Respondents shall provide a concise narrative description of their firm's experience in services similar in size and scope to the requested scope of services. Describe any work performed in or for the Entity. Respondents shall provide descriptions of at least three (3) projects of similar size and scope to this Program. Projects should include project location, duration and project description and scope of work the Respondent performed.
- 5.2.2 **Relevant Qualifications** – Respondents must provide a brief summary to include total number and types of employees, skills, knowledge and abilities, company background history, and number of years in providing similar services as outlined in this document.

5.3 CAPACITY TO PERFORM

Respondent should state its firm commitment to provide goods or services within the prescribed delivery date and time.

- 5.3.1 **Work Capacity:** Respondent shall provide information to demonstrate capacity to perform requested work. Respondents shall provide a detailed typical schedule to show sequence of key work activities and the number of days to complete each task.
- 5.3.4 If applicable, **Bonding Capacity:** Respondent(s) shall provide proof of bonding capacity in a statement addressed to the Entity from a certified bonding company authorized to do business in the State of Texas. The letter must clearly state the amount of Firm's bonding capacity to be reserved for the Entity's projects. Firm shall carry a minimum bonding capacity of the project value upon execution of the Contract. The bond(s) must be made payable to the Entity. In your response, please provide a statement regarding your ability to provide proof of bonding as directed in the Exhibits that follow.

5.4 FINANCIAL STABILITY

Respondent shall provide a statement that includes the following:

- 5.4.1 A full disclosure of any events, liabilities, or contingent liabilities that could affect Respondent's financial ability to perform this contract; and
- 5.4.2 Other financial information sufficient for the Entity, in its sole judgement, to determine if Respondent is financially solvent or adequately capitalized.

5.5 LEGAL ACTIONS

Provide a list of all pending litigation and include a brief description of the reason for legal action (if applicable).

5.6 PRICING

- 5.6.1 Respondents shall complete and submit the Pricing Sheet (see **Attachment B**).
- 5.6.2 Prices for all goods and/or services shall be all inclusive. Pricing offered shall be valid for ninety (90) days from response due date.
- 5.6.3 The City of La Marque is exempt from taxes. DO NOT INCLUDE TAX IN YOUR PRICING SUBMITTAL.
- 5.6.4 Estimated Quantities – Quantities indicated are estimated based upon the best available information. The Entity reserves the right to increase or decrease the quantities by any amount deemed necessary to meet its needs without any adjustments in the bid price.

LIST OF EXHIBITS

EXHIBIT A PROJECT SCOPE OF WORK

EXHIBIT B REQUIRED CONTRACT PROVISIONS

**EXHIBIT C OTHER RELEVANT INFORMATION/SPECIAL
CONDITIONS**

EXHIBIT A – PROJECT SCOPE OF WORK

To be provided by the Entity

Item	Description	Quantity	Unit of Measure
1	2024 Mini Excavators	2	See Below
2			
3			
4			
5	DELIVERY LOCATION: Provide the Delivery Location	1500 Municipal Drive, La Marque, Texas 77568	
6	DELIVERY SCHEDULE: Provide the number of calendar days required for delivery after receipt of the order	90 days	

Basic Specifications:

- Net horsepower at 2400 rpm shall be at least 23.6 hp (17.6 kW) according to ISO 9249
- SAE rated gross horsepower at 2400 rpm shall be at least 24.7 hp (18.4 kW)
- The machine must be CR (Compact Radius) with no overhang over the side of the tracks in the standard configuration (without counterweight)
- Operating weight with the cab option shall be at least 7,982 lb.
- Lift capacity max configuration without bucket fitted, blade down, and long stick shall be no less than 2,965 lb. (1,345kg) at 6'6" (2.0 m) reach and 0 ft (0 m) height over the front and no less than 2,965 lb. (1,345kg) at 6'6" (2.0 m) reach and 0 ft (0 m) height over side
- Maximum digging depth with a long stick shall be at least 10'2"
- Maximum digging height with a long stick shall be at least 16'5"
- Maximum reach with a long stick shall be at least 18'0"
- Height to top of cab shall be 8'1"
- Ground clearance shall not be less than 12.2"
- Transport width shall be 5'10" with 11.8" tracks
- Maximum vertical wall shall be no less that 7'10" with a long stick

Engine:

- Engine shall be US EPA Tier 4 Final compliant
- Machine shall be water cooled, 4 stroke
- Engine shall have automatic engine idle that automatically lowers engine revolutions when machine is not in use to save fuel
- Machine shall have sealed electrical connectors
- Water separator in fuel line shall be factory installed standard equipment
- Machine shall have adjustable automatic engine shutdown
- Machine shall have automatic swing break

- Machine shall be equipped with battery disconnect standard

Power/Transmission:

- Travel speed shall be at least 1.6 mph (2.6 km/h) in low and 2.8 mph (4.5 km/h) in high
- Traction force shall be at least 6,969 lbf (31.0 kn) in low and 3,799 lbf (16.9 kn) in high
- Factory installed, standard auto two speed which provides better fuel efficiency since the machine will automatically go into higher power/torque only when the system senses that it is required while dozing, counter rotating, and uphill travel

Hydraulic System:

- Machine shall have one variable displacement piston pump with an output of 26 gal/m (100 L/m) at 2400 rpm, designated for travel, boom, stick and bucket
- Equipment operating pressure shall be at least 3,553 psi (245 bar)
- Travel operating pressure shall be at let 3,553 psi (245 bar)
- Operating swing pressure shall be at least 2,625 psi (181 bar)
- Primary auxiliary circuit shall have an output of at least 18 gal/min
- Secondary auxiliary circuit shall have an output of at least 7.0 gal/min
- All fittings shall be of the O Ring Face Seal type for superior sealing against leaks
- Factory installed combined function (one-way/two-way) auxiliary high pressure hydraulic circuit shall be standard
- Auxiliary hydraulic valve shall be standard with hydraulic quick disconnects on the stick
- Machine shall be equipped with continuous auxiliary flow from factory
- Continuous flow must be able to be activated with flow in either direction and at any flow rate

Undercarriage:

- Track length shall be a minimum of 7'3"
- Machine shall have 11.8" rubber belt track standard from factory
- Ground pressure with 11.8" rubber belt shall be no more than 5.2 psi
- Machine equipped with fixed undercarriage available from factory, undercarriage with shall have a maximum width of 70.1"
- Machine shall come standard with tie down points on track frame

Cab:

- Machine shall have canopy option available from factory
- Machine shall come standard with interior cab lights with sealed pressurized cab
- Machine mut have adjustable auxiliary flow control for better controllability of attachments
- Pump flow shall decrease (auto-idle) when controls are in neutral for reduced fuel consumption and sound
- The rear window shall be able to be removed for escape in case of emergency
- Lower front window shall be able to be removed and secured within cab
- The cab door will be a hinged door design that has a mechanism that will lock the door I the open position
- Travel alarm shall be standard
- Machine shall have heat with variable temperature settings with sealed and pressurized cab available from factory
- Machine shall have multi-function capability of boom swing and upper body swing for extra machine versatility in tight areas

- Boom swing and upper body swing shall be able to be operated at the same time to maximize machine versatility and productivity
- Cab air conditioner shall have a primary filter that can be removed for inspection without any tools
- Machine shall have a 3" wide retractable seat belt as standard
- A 12-volt, 5-amp power supply with a cigar lighter type outlet shall be available for use of cell phones and two-way radios
- Machine shall have adjustable armrest that can be adjusted without tools
- Machine shall come standard with removable washable floormat
- Machine shall come standard with warning horn

Boom / Stick:

- The ability to order the machine with standard 49.6" or long stick 61.4" option shall be available
- Machine shall come standard with a swing boom
- Digging force with a standard stick shall be at least 4,249 lbs.
- Digging force with a long stick shall be at least 3,799 lbs.
- Bucket digging force shall be at least 7,419 lbs.
- Bucket rotation angle shall be 180 degrees
- Machine shall come with thumb ready from factory
- Machine shall have one piece boom 94.5"
- Machine shall come standard with boom light

Blade:

- Blade width shall be at least 70.1"
- Blade height shall be at least 13.8"
- Blade dig depth shall be at least 21.1"
- Blade lift height shall be at least 15.2"
- Dozer blade float shall be standard to give easy and fast site cleanup and leveling
- Blade shall come standard with bolt on cutting edge

Swing System:

- Machine swing speed shall be at least 9.0 rpm
- Machine boom left swing shall be at least 75 degrees
- Machine boom right swing shall be at least 50 degrees
- Machine shall have a spring applied, hydraulic release automatic swing break
- Machine shall have automatic swing break

Work Tool Options:

- Machine attachments shall come standard with pin on linkage
- A quick coupler system shall be available
- The hydraulic quick coupler must be able to be controlled from inside the cab

Serviceability:

- All daily maintenance areas shall be situated where they can be easily reached from ground level
- Machine shall come standard with a battery disconnect switch
- Fuse box shall be able to open without tools
- Scheduled oil sampling port for the main hydraulic system shall be provided for hydraulic oil to simplify sampling
- Radial seal air filter with double layered filter core shall be provided for better filtration

- Hydraulic system pressure taps shall be included for quick, easy, efficient, system diagnostics
- The engine fan guard shall fully enclose (360°) the engine fan
- An electronic priming fuel pump shall be standard
- Machine shall come standard with fuel water separator
- 24 Month / 2000-hour Manufacture warranty shall be standard

Minimum Service Fill Capacities:

- Fuel tank capacity shall not be less than 11.9 gal (45.0 L)
- Cooling system shall not hold less than 1.05 gal (4.0 L)
- Engine oil shall not hold less than 1.45 gal (5.5 L)
- Each final drive shall have a capacity of 0.16 gal (0.6 L)
- Hydraulic system shall not hold less than 9.2 gal (35.0 L)

Owning / Operating Costs:

- Factory-fill extended-life coolant with a minimum life of 12,000 hours, rated to -35° F (-37° C), shall be standard.
- Engine oil and filter shall have a recommended change interval of 500 hours
- Hydraulic system oil shall have a recommended change interval of 3000 hours

Additional Features:

- Machine boom and stick lowering check valve shall be available from factory
- 1st and 2nd Auxiliary lines shall be available from factory
- Water jacket heater shall be available from factory
- Machine LED front lights shall be available from factory
- Machine LED front and rear lights shall be available from factory
- Machine LED boom light shall be available from factory
- Machine mirrors left and right shall be available from factory
- Cab guarding shall be available from factory
- A rotating beacon shall be available from factory
- Machine shall come standard with two-point lifting
- 24" digging bucket with lift hooks attached to the back of bucket

This project is being supported, in whole or in part, by the U.S. Department of the Treasury, in utilizing the U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Funds (ARPA) program and is subject to all applicable Federal and State laws and regulations.

EXHIBIT B – 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
	2 CFR 200 Appendix II (A-L)		
>\$250,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908 , must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.	2 CFR 200 APPENDIX II (A)	Contractor RFP/IFB Contractor RFQ Subrecipients
>\$10,000	All contracts in excess of \$10,000 must address termination for cause and for convenience by the Non-Federal entity including the manner by which it will be affected and the basis for settlement.	2 CFR 200 APPENDIX II (B)	Contractor RFP/IFB Contractor RFQ Subrecipients
None	Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." 41 CFR 60-1.4 Equal opportunity clause. (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: 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: During the performance of this contract, the contractor agrees as follows: (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in	2 CFR 200 APPENDIX II (C) and 41 CFR §60-1.4(b)	Contractor RFP/IFB Contractor RFQ Subrecipients

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	conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin. (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information. (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. (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. (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. (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. (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: 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. The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.		

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	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. 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.		
>\$10,000,000 for ARPA but State Provision Applies at any amount and/or >\$2,000 for CDBG/Braided Funds Projects See TX Prevailing Wage Laws	Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$10,000,00 awarded by Non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The Non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The Non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Non-Federal entity must report all suspected or reported violations to the Federal awarding agency.	2 CFR 200 APPENDIX II (D)	Contractor RFP/IFB Subrecipients
>\$100,000	Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the Non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings	2 CFR 200 APPENDIX II (E)	Contractor RFP/IFB Subrecipients

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	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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	See 2 CFR §200.323 - Procurement of Recovered Materials. 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. 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. 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— 1. Competitively within a timeframe providing for compliance with the contract performance schedule; 2. Meeting contract performance requirements; or 3. At a reasonable price. ii. Information about this requirement, along with the list of EPA-designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program. iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the “Solid Waste Disposal Act.”	2 CFR 200 APPENDIX II (J)	Contractor RFP/IFB Contractor RFQ Subrecipients
	See 2 CFR §200.216 - Prohibition on certain telecommunications and video surveillance services or equipment (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (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). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (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	2 CFR 200 APPENDIX II (K)	Contractor RFP/IFB Contractor RFQ Subrecipients

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	owned or controlled by, or otherwise connected to, the government of a covered foreign country. (b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. (c) See Public Law 115-232, section 889 for additional information. (d) See also § 200.471.		
	See 2 CFR §200.322 - Domestic Preferences for Procurements. (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. (b) For purposes of this section: (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. (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.	2 CFR 200 APPENDIX II (L)	Contractor RFP/IFB Contractor RFQ Subrecipients
	Additional 2 CFR 200 references & Other Regulations		
None	The Federal awarding agency must establish conflict of interest policies for Federal awards. The Non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.	2 CFR 200.112	Contractor RFP/IFB Contractor RFQ Subrecipients
None	Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms. (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. (b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's	2 CFR 200.321	Contractor RFP/IFB Contractor RFQ Subrecipients

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	business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.		
>\$10,000	An NFE (Non-Federal Entity) that is a state agency or an agency of a political subdivision of a state, and the NFE's contractors must comply with Section 6002 of the Solid Waste Disposal Act. Applicable NFEs must include a contract provision requiring compliance with this requirement. This includes contracts awarded by a state agency or political subdivision of a state and its contractors for certain items, as designated by the EPA, with a purchase price greater than \$10,000. Indian Tribal Governments and nonprofit organizations are not required to comply with this provision. Additional requirements are listed below.	2 CFR 200.323	Contractor RFP/IFB Contractor RFQ Subrecipients
None	Financial records, supporting documents, statistical records, and all other Non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon Non-Federal entities. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations. The only exceptions are the following: (a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations. (b) When the Non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period. (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition. All records related to ARPA shall be maintained for 5 years per the ARPA terms and conditions and regulations. (d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the Non-Federal entity All records related to ARPA shall be maintained for 5 years per the ARPA terms and conditions and regulations. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations. (e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the Non-Federal entity's fiscal year in which the program income is earned. (f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates). (1) <i>If submitted for negotiation.</i> If the proposal, plan, or other computation is	2 CFR 200.334	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors

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	required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations. (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. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations.		
None	The Federal awarding agency and the Non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the Non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not 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.	2 CFR 200.336	Contractor RFP/IFB Contractor RFQ Subrecipients
None	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.	Texas Government Code 2252.152	Contractor RFP/IFB Contractor RFQ Subrecipients
>\$100,000	PROVISION REQUIRED IN CONTRACT. (a) This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.	Texas Government Code 2271	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
For Critical Infrastructure Projects	PROHIBITION ON CONTRACTS WITH CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE. PROHIBITED CONTRACTS. (a) A governmental entity may not enter into a contract or other agreement relating to critical infrastructure in this state with a company: (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	Texas Government Code, Title 10, Subtitle F, Chapter 2274.0102	Subrecipients EC 6.1 Awardees

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	warranty and support purposes; and (2) if the governmental entity knows that the company is: (A) owned by or the majority of stock or other ownership interest of the company is held or controlled by: (i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; or (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 (B) headquartered in China, Iran, North Korea, Russia, or a designated country. (b) The prohibition described by Subsection (a) applies regardless of whether: (1) the company's or its parent company's securities are publicly traded; or (2) the company or its parent company is listed on a public stock exchange as: (A) a Chinese, Iranian, North Korean, or Russian company; or (B) a company of a designated country.		
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
ARPA Terms & Conditions			
ARPA Terms, Conditions, & Records	1. Use of Funds. a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing. 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.	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; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients

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ARPA Terms, Conditions, & Records	4. Maintenance of and Access to Records 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. 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. 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.	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	5. Pre-award Costs. Pre-award costs, as defined in 2 CFR § 200.458, may not be paid with funding from this award.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.	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	7. Cost Sharing. Cost sharing or matching funds are not required to be provided by 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	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.	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	9. Compliance with Applicable Law and Regulations. 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. b. Federal regulations applicable to this award include, without limitation, the following: 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 Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award. ii. Universal Identifier and System for Award Management (SAM), 2 CFR Part 25, pursuant to which the award term set forth in Appendix A to 2 CFR Part 25 is	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
	hereby incorporated by reference. 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. 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. 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. vi. Governmentwide Requirements for Drug-Free Workplace, 31 CFR Part 20. vii. New Restrictions on Lobbying, 31 CFR Part 21. viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations. ix. Generally applicable federal environmental laws and regulations. c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following: i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 CFR Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance; ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability; iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance; iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and 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.		
ARPA Terms, Conditions, & Records	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.	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	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.	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	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	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2;	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	contracts, and/or any other remedy available by law.	Section 602(b), 603(b) and/or 603(c) as applicable	
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; v. An authorized official of the Department of Justice or other law enforcement agency; vi. A court or grand jury; or vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.	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
	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.		
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 C – OTHER RELEVANT INFORMATION/SPECIAL CONDITIONS

Attach any relevant specifications, e.g., municipal/state code specifications, etc., that will be applicable to this purchase.

ATTACHMENTS

THE FOLLOWING DOCUMENTS MUST BE COMPLETED AND INCLUDED IN THE RESPONSE PACKAGE:

1. ATTACHMENT A SIGNED SOLICITATION RESPONSE COVER SHEET/ACKNOWLEDGEMENT OF ADDENDA/SUBMISSION CHECKLIST
2. ATTACHMENT B PRICING SHEET
3. ATTACHMENT C SYSTEM FOR AWARD MANAGEMENT (SAM.GOV) RECORD SEARCH
4. ATTACHMENT D CUSTOMER/CLIENT REFERENCES
5. ATTACHMENT E CERTIFICATE OF INSURANCE (IF APPLICABLE)
6. ATTACHMENT F ETHICS AND CONFLICT OF INTEREST ACKNOWLEDGEMENT
7. ATTACHMENT G STATEMENT OF CONFLICT OF INTEREST (IF ANY)
8. ATTACHMENT H CONFLICT OF INTEREST QUESTIONNAIRE (FORM CIQ)
9. ATTACHMENT I DISCLOSURE OF LOBBYING ACTIVITIES SF-LLL CERTIFICATION
10. ATTACHMENT J TEXAS ETHICS COMMISSION CERTIFICATE OF INTERESTED PARTIES (FORM 1295)
11. ATTACHMENT K BIDDER'S CERTIFICATION
12. ATTACHMENT L NON-COLLUSION AFFIDAVIT

ATTACHMENT A:

SOLICITATION RESPONSE COVER SHEET/ACKNOWLEDGMENT OF ADDENDA/SUBMISSION CHECKLIST

Title of Solicitation:	
Name of Respondent:	
Company:	
Mailing Address:	
City, State, Zip:	
Phone Number:	
Company Contact Email Address:	
Texas Vendor ID Number:	
EIN/Federal Tax Identification Number:	

ACKNOWLEDGEMENT OF ADDENDA

ADDENDUM NO.	DATE ISSUED

☐ Please check this box if no addenda were issued.

ATTACHMENT A (CONTINUED)

SOLICITATION RESPONSE COVER SHEET/ACKNOWLEDGMENT OF ADDENDA/ SUBMISSION CHECKLIST

This checklist is provided for the Respondent's use in assuring compliance with required documentation; however, it does not include all specification requirements and does not relieve the Respondent of the need to read and comply with the specifications. Your submittal of the documents attests to the fact that you have read and/or included the documents with your response.

SUBMISSION CHECKLIST

CHECK FOR COMPLETION	DOCUMENTS REQUIRED FOR SUBMISSION
☐	A. Solicitation Response Cover Sheet/Acknowledgement of Addenda/Submission Checklist
☐	B. Pricing Sheet
☐	C. System for Award Management (SAM.gov) Record Search
☐	D. Customer/Client References
☐	E. Certificate of Insurance (if applicable)
☐	F. Ethics and Conflict of Interest Acknowledgement
☐	G. Statement of Conflicts of Interest (if any)
☐	H. Conflict of Interest Questionnaire (Form CIQ)
☐	Please check this box if the Respondent does not identify a conflict of interest and therefore, will not be submitting the Conflict of Interest Questionnaire Form CIQ.
☐	I. Disclosure of Lobbying Activities SF-LLL Certification (Required for all proposals exceeding \$100,000)
☐	Please check this box if the proposal does not exceed \$100,000.
N/A	J. Texas Ethics Commission Certificate of Interested Parties (Form 1295) (This is a sample and is only required to be completed by the Respondent selected for award.)
☐	K. Bidder's Certification
☐	L. Non-Collusion Affidavit
☐	
☐	

The Respondent's authorized agent must sign this document to acknowledge having read this solicitation carefully and completely, including the list of addenda, and that the information submitted is true and correct.

AUTHORIZED AGENT NAME:	
AUTHORIZED SIGNATURE:	
TITLE OF AUTHORIZED AGENT:	
DATE OF SIGNATURE:	

ATTACHMENT B: PRICING SHEET

Respondent shall complete and submit the following pricing sheet with the proposal response package. The Entity reserves the right to make an award on the basis of best value in the interest of the Entity. ALL PRICING MUST BE FIRM FIXED PRICING.

ITEM	DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENSION
1	Entity should enter the description and quantity of the services/products as contained in the Scope of Work in Exhibit A			\$	\$
2				\$	\$
3				\$	\$
4				\$	\$
5				\$	\$
TOTAL FIRM FIXED PRICE					\$
6	DELIVERY – Number of calendar days for delivery after receipt of the order:			90 calendar days	
Name of Firm:					
RFP #:					
RFP Name:					

AUTHORIZED AGENT – SIGNATURE AND CONTACT INFORMATION

The Respondent's authorized agent must sign this document to acknowledge they read this solicitation carefully and completely, and the information submitted is true and correct.

SIGNATURE OF AUTHORIZED AGENT:	
PRINTED NAME OF AUTHORIZED AGENT:	
TITLE OF AUTHORIZED AGENT:	
DATE OF SIGNATURE:	

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

This project is funded by Coronavirus State and Local Fiscal Recovery Funds which requires all contractors and vendors to be in good standing according to SAM.gov and the Texas State Comptroller's office.

Verification of SAM.gov Status

1. Respondent must not be suspended or debarred at the time of the proposal submittal. The proposal response package must include a completed Non-Debarment Certification Form located **on the next page** herein.
2. All Respondents must be pre-vetted for eligibility to perform the outlined ARPA funded scope of work. A printed screenshot from the SAM.gov website verifies whether the Vendor is excluded from contract participation at the federal level.

Contract Award

The ARPA Award Recipient must verify the SAM.gov status of the Respondent(s) selected for contract award prior to execution of the contract as stated in the Non-Debarment Certification Form. The final verification of the Respondent's SAM.gov status is completed prior to contract award, and in addition to the initial verification documentation provided with the proposal response submittal.

NON-DEBARMENT CERTIFICATION FORM

COMPANY/ENTITY LEGAL NAME:

STREET ADDRESS:

CITY:

STATE:

ZIP:

CONTACT NAME:

CONTACT EMAIL:

CONTACT PHONE:

***UEI #**

****TIN #**

*Subrecipients are required to have a Unique Entity Identifier (UEI) Number prior to an award. 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. **Beneficiary Entities are required to have UEI and/or TIN.

APPLICABLE REGULATIONS: As stated in the ARPA/SLFRF Terms & Conditions: *“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.”*

Also, Federal Executive Order (E.O.) 12549: “Debarment” 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: www.sam.gov

Be advised that we may pursue available remedies per 2 CFR 180.360 as an ARPA recipient entity: *“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.”*

[INITIAL]

CERTIFICATION & SIGNATURE

We hereby certify that we are not excluded, disqualified, or debarred from receiving federally funded awards.

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 this agreement’s termination and/or the repayment of funds.

Your signature certifies that the information provided on this form is correct and 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.

SIGNATURE

PRINTED NAME & TITLE

DATE

FOR DEPARTMENT USE ONLY

SAM Debarment/Certification Record of Clearance

Yes [] No []

Note:

State of Texas Debarred Vendor List Cleared

Yes [] No []

Note:

Verified By:

Yes [] No []

Date:

ATTACHMENT D: CUSTOMER/CLIENT REFERENCES

Respondents shall use Attachment D to describe a minimum of three (3) and maximum of five (5) references for jobs, and corresponding references, completed within last five (5) years.

Respondent's Name: _____

The references shall illustrate recent experience successfully completing work of a similar nature and scope as the work described in this RFP. This form may be modified as needed to comply with the requirement to document company information. ***Failure to return this attachment (or a reasonable facsimile) may result in the proposal being considered non-responsive. Failure to provide references may result in the proposal being considered non-responsive.***

REFERENCE 1:

Company Name:	
Company Address:	
Contact Name/Title/Phone:	
Contact Email:	
Contract Award Date:	
Contract Completion Date:	
Contract Project Name:	
Brief Description of Services:	

REFERENCE 2:

Company Name:	
Company Address:	
Contact Name/Title/Phone:	
Contact Email:	
Contract Award Date:	
Contract Completion Date:	
Contract Project Name:	
Brief Description of Services:	

REFERENCE 3:

Company Name:	
Company Address:	
Contact Name/Title/Phone:	
Contact Email:	
Contract Award Date:	
Contract Completion Date:	
Contract Project Name:	
Brief Description of Services:	

REFERENCE 4:

Company Name:	
Company Address:	
Contact Name/Title/Phone:	
Contact Email:	
Contract Award Date:	
Contract Completion Date:	
Contract Project Name:	
Brief Description of Services:	

REFERENCE 5:

Company Name:	
Company Address:	
Contact Name/Title/Phone:	
Contact Email:	
Contract Award Date:	
Contract Completion Date:	
Contract Project Name:	
Brief Description of Services:	

ATTACHMENT E: CERTIFICATE OF INSURANCE
(PROPOSAL RESPONDER SUPPLIES INSURANCE WITH THE PROPOSAL PACKAGE)

INSURANCE REQUIREMENTS

If requested, the Respondent shall supply an original, certified copy of an insurance certificate listing **the Entity** as additional insured. The successful Respondent will be required to maintain, at all times during performance of the contract, the insurance detailed below. Failure to provide this insurance certificate within the specified amount of time may result in disqualification of bid.

- a. Workers' Compensation Insurance as required by laws and regulations applicable to and covering employees of Contract engaged in the performance of the work under this agreement with a limit of not less than \$1,000,000.00.
- b. Employers' Liability Insurance protecting Responder against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master-servant relationship with a limit of not less than \$1,000,000.00.
- c. Comprehensive General Liability Insurance including products/completed operation with limits of liability of not less than: Bodily Injury \$1,000,000.00 per each person, \$2,000,000.00 per each occurrence/aggregate; Property Damage \$1,000,000.00 per each occurrence.
- d. Excess Liability Insurance Comprehensive General Liability, Comprehensive Automobile Liability and coverages afforded by the policies above, with the minimum limits of \$_____ excess of specified limits.

ATTACHMENT F: ETHICS AND CONFLICT OF INTEREST ACKNOWLEDGEMENT

Public servants are expected to conduct themselves impartially and in a manner that inspires public confidence, while ensuring that responsible contractors have fair and equal access to governmental procurement.

The City of La Marque, Galveston County is committed to protection of government integrity, while also facilitating the recruitment and retention of the skilled personnel necessary to support its operations. To achieve this objective, The City of La Marque, Galveston County has established standards of ethical conduct and conflict of interest policies and expects all vendors, contractors, and subrecipients to adhere to the same core principles as described below.

To achieve these standards, it is essential that those doing business with the City of La Marque, Galveston County also observe the ethical standards prescribed here.

I acknowledge that it is a breach of ethics to attempt to influence any public employee, elected official, or department head to violate the standards of ethical conduct set forth in this code.

I further acknowledge that it is a breach of ethics for any employee of City of La Marque, Galveston County or a vendor doing business with the City of La Marque, Galveston County to participate directly or indirectly in a procurement when the employee or vendor knows that:

- A. The employee or any member of the employee's immediate family or household has a substantial financial interest in a company responding to a City of La Marque, Galveston County procurement.
- B. A business or organization in which the employee or any member of the employee's immediate family has a financial interest pertaining to the procurement.

I understand that it is a breach of ethics to offer, give, or agree to give any employee of City of La Marque, Galveston County, or for any employee to solicit, demand, accept, or agree to accept from a vendor, a gratuity of consequence or any offer of employment in connection with any decision, approval, disapproval, recommendation, preparation, or any part of a program requirement or purchase request influencing the content of specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or controversy, any particular matter pertaining to any program requirement, contract or subcontract, or to any solicitation or proposal therefore pending before City of La Marque, Galveston County.

I acknowledge that it is a breach of ethics for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for City of La Marque, Galveston County as an inducement for the award of a contract or order.

I certify that I have read and understand the ethical standards set forth by City of La Marque, Galveston County and agree to comply with them in all business dealings with the City of La Marque, Galveston County.

SIGNATURE, VENDOR AUTHORIZED REPRESENTATIVE

COMPANY

PRINTED NAME, TITLE

DATE

ATTACHMENT G: STATEMENT OF CONFLICTS OF INTEREST (IF ANY)

The Respondent vendor must describe any conflicts of interest regarding the goods and or services associated with this solicitation.

The Respondent shall complete and submit Form CIQ (Attachment I) if the service provider or key employees have conflicts regarding these services.

The conflict of interest statement is required if the service provider or key employees have conflicts regarding the services and a plan for mitigating the conflict(s).

The Entity may in its sole discretion determine whether a conflict disqualifies a firm, and/or whether a conflict mitigation plan is acceptable.

If the Respondent does not identify a conflict, then they should enter no conflict identified on the Submission Checklist (Attachment A).

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.	OFFICE USE ONLY 	
1 Name of vendor who has a business relationship with local governmental entity.		
2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
3 Name of local government officer about whom the information is being disclosed. Name of Officer		
4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary. A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor? ☐ Yes ☐ No B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity? ☐ Yes ☐ No		
5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.		
6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).		
7		
Signature of vendor doing business with the governmental entity		Date

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

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

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

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

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

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

- (2) the vendor:

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

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

or

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

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

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

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

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

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

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

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

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

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

- (1) the date that the vendor:

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

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

- (2) the date the vendor becomes aware:

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

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

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

ATTACHMENT I: DISCLOSURE OF LOBBYING ACTIVITIES
SF-LLL 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 of Lobbying Activities," in accordance with its instructions.
- (c) The undersigned shall require that the language in paragraphs (a) and (b) 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, _____ (insert business name), 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	
NAME OF AUTHORIZED AGENT	
TITLE OF AUTHORIZED AGENT	
DATE	

DISCLOSURE OF LOBBYING ACTIVITIES – INSTRUCTIONS

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

1. Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. Status of Federal Action: ☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award	3. Report Type: ☐ a. initial filing ☐ b. material change
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, <i>if known:</i> Name: Street Address: City, State, Zip: Congressional District, if known:		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Name: Street Address: City, State, Zip: Congressional District, if known:
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, <i>if applicable:</i> _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10a. Name and Address of Lobbying Registrant Name (First, MI, Last): Street Address: City, State, Zip:	10b. Individuals Performing Services <i>(including address if different from No. 10a)</i> Name (First, MI, Last): Street Address: City, State, Zip:	
11. Information requested through this form is authorized by Title 31 U.S.C., Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. Signature: _____ Name: _____ Title: _____ Telephone: _____ Date: _____		
Federal Use Only		Authorized for Local Reproduction Standard Form – LLL (Rev. 7-97)

(TO BE COMPLETED BY THE AWARDED VENDOR PRIOR TO CONTRACT EXECUTION)

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 12/22/2017

ATTACHMENT K: BIDDER'S CERTIFICATION

In accordance with Texas Government Code Sections 2252.001 through 2252.004 (relating to bids by nonresident contractors), the pertinent portion of the Act has been extracted and is as follows:

1. "Nonresident bidder" refers to a person who is not a resident.
2. "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the greater of the following:

1. the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located; or
2. the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which a majority of the manufacturing relating to the contract will be performed.

I certify that _____ (Company Name) is a

☐ **Resident bidder of Texas** as defined in Section 2252.001(4), Texas Government Code,

OR

☐ **Nonresident bidder** as defined in Section 2252.001(3), Texas Government Code, and our principal place of business is located at _____ (City and State).

Note: If the Respondent is an out-of-state company, a Certificate of Authority from the Secretary of State to do business in Texas must be provided.

SIGNATURE	
NAME OF AUTHORIZED AGENT	
TITLE OF AUTHORIZED AGENT	
DATE	

ATTACHMENT L: NON-COLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT

STATE OF TEXAS §
 §
COUNTY OF _____ §

By the signature below, the signatory for the bidder certifies that neither he/she 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 _____ on
the _____ day of _____, 20_____ on behalf of said bidder.

Notary Public in and for the
State of Texas

My commission expires: _____

APPENDIX I – SAMPLE CONTRACT

SAMPLE CONTRACT – INVITATION FOR BID NON-CONSTRUCTION ONLY

CITY OF LA MARQUE

AMERICAN RESCUE PLAN ACT (ARPA) PROGRAM

GENERAL SERVICES, SUPPLIES, AND/OR EQUIPMENT CONTRACT

Vendor Name	Vendor Name
Vendor Unique Entity Identifier (UEI) if available	XXXXXXXXXXXXXX
Period of Performance Start Date	
Period of Performance End Date	
Amount of Federal Funds Obligated by this Agreement	\$000,000
Assisted Listing Number (ALN) # 21.027	FAIN #

INTRODUCTION

THIS CONTRACT for General Services, Supplies, and/or Equipment (“Contract”) is made and entered into this [Date], by and between [City of La Marque], Texas, hereinafter referred to as the “Entity” and [Vendor Name], hereinafter referred to as the “Vendor.” Entity and Vendor are sometimes each referred to as a “Party” and collectively “Parties.”

The following recitals are incorporated in and made a part of this Contract.

WHEREAS, on March 11, 2021, President Biden signed the U.S. Senate-amended H.R. 1319 (P.L. 117-2) known as the American Rescue Plan Act (hereinafter “ARPA”); and

WHEREAS, under ARPA Section 603 (c)(1)(A) and (3) and the Final Rule 31 CFR 35.6, recipients may use Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) to allocate funds for the provision of government services and/or make necessary investments in water, sewer, and broadband infrastructure; and

WHEREAS, the Entity has determined that it has the objective of providing services to its residents; and

WHEREAS, the Entity has been awarded ARPA funds by the U.S. Department of the Treasury (“Treasury”) which have been distributed to the Entity from ARPA for covered costs and eligible expenses to be incurred during the period which began on March 3, 2021 (the date ARPA became law) until December 31, 2024 (to be fully expended by December 31, 2026); and

WHEREAS, the Entity desires to disburse funds to the Vendor to perform certain services or provide certain supplies or equipment in connection therewith as set forth in this Contract and in the Scope of Services attached hereto; and

WHEREAS, Vendor has represented to the Entity that it is duly qualified, eligible, and willing to provide the services identified herein and in the Scope of Services attached hereto.

NOW, THEREFORE, in consideration of the foregoing recitals and the terms and conditions set forth herein, the Parties hereto do mutually agree as follows:

SECTION 1. CONTRACT ADMINISTRATION

SECTION 1.1 CONTACT INFORMATION & NOTICES

For the purposes of this Contract, the Entity's Representative listed below will serve as the primary point of contact for the Vendor. All required reports and communication shall be directed to this liaison and other local personnel as appropriate. The Vendor shall designate a Representative to act on Vendor's behalf for all purposes, including execution of Change Orders and Requests for Payment.

Any notice or communication required or permitted to be given under this Contract must be in writing. The initial contact information of the parties, which one party may change by giving written notice to the other party, are as follows:

Entity Name	City of La Marque	Vendor Name	
Entity Address 1	1111 Bayou Road	Vendor Address 1	
Entity Address 2	La Marque, Texas 77568	Vendor Address 2	
Entity Representative for Project		Vendor Representative for Project	
Name	Amanda Hobby	Name	
Title	Assistant Director of Public Works	Title	
Phone	(409) 795-7996	Phone	
Email	a.hobby@cityoflamarque.org	Email	
Entity Billing Contact		Vendor Billing Contact	
Name	Gina Galicia	Name	
Title	Accounts Payable Clerk	Title	
Phone	(409) 938-9214	Phone	
Email	g.galicia@cityoflamarque.org	Email	

SECTION 1.2 PARTS INCORPORATED

Parts Incorporated. In addition to the Exhibits identified below which are incorporated into this Contract, it is understood and agreed that additional terms of this Contract are to be performed in accordance with the proposal documents (scope of work, images, and specifications), submitted proposal response and related exhibits, affidavits, addendums, statutory requirements, and the ARPA Terms & Conditions.

	<u>Exhibits</u>
Exhibit A1	Scope of Work
Exhibit A2	Payment & Pricing Schedule
Exhibit A3	Request for Payment
Exhibit B	ARPA Required Contract Provisions
Exhibit C	Other Relevant Information/Special Conditions for Construction
Exhibit D	Insurance Certificate
Exhibit E	Bid, Performance, and Payment Bonds
Exhibit F	Eligibility Verification (SAM.gov)
Exhibit G	Certificate of Interested Parties (Form 1295)

SECTION 1.4 CONTRACT DOCUMENTS

By reference, the Contract Documents consist of:

- a. This Contract and all exhibits listed, contained, or referenced in this Contract.
- b. All Addenda issued before the Effective Date of this Contract;
- c. All Alternates accepted by the Entity before the Effective Date of this Contract;
- d. All Change Orders issued after the Effective Date of this Contract; and
- e. The response submitted by Vendor in response to the IFB issued by Entity for this Project.

The Contract and Exhibit Documents form the entire and integrated Contract between Entity and Vendor, and supersede all prior negotiations, representations, or agreements, written or oral. To the extent of any conflict between Vendor’s Proposal and any other Contract Document, the Contract Documents shall govern.

If there is an irreconcilable difference between or among the various documents that make up the Contract Documents, the interpretation that provides for a higher quality of material and/or workmanship will prevail over all other interpretations.

1.4.1 Term of Contract and Delivery Schedule – Commencement of Work

Entity shall issue a Notice to Proceed (NTP) identifying the date for commencement of the Work. Vendor shall achieve substantial completion of the Work within 90 calendar days after the commencement date; as such completion date may be extended by approved Change Orders. THE TIME SET FOR COMPLETION OF THE WORK IS AN ESSENTIAL ELEMENT OF THE CONTRACT. In any event, all of the services required and performed hereunder shall be completed no later than December 31, 2024.

1.4.2 Pre-Existing Conditions

Vendor acknowledges that it has been provided access to the existing improvements and conditions on the Project site and that it has thoroughly investigated those conditions. Vendor’s investigation was instrumental in preparing its bid to perform the Work. Vendor shall not make or be entitled to any adjustment to the Contract Time or the Contract Sum arising from Project conditions that the Vendor discovered or, in the exercise of reasonable care, should have discovered

in Vendor's investigation.

1.4.3 Liquidated Damages

Vendor and Entity agree that a breach of this Contract as to completion time will cause damage to the Entity, but further agree that such damage cannot be accurately measured. Therefore, the Parties agree that \$100.00 shall be subtracted from the Contract amount for each and every calendar day that the Work or any portion of the Work remains uncompleted after the expiration of the time period specified in the Notice to Proceed, or as extended by a change order.

1.4.4 Dispute Resolution

Disputes arising under the Contract shall be submitted to a process of resolution pursuant to alternative dispute resolution practices, such as mediation, binding arbitration, or non-binding arbitration pursuant to industry standards, prior to being submitted to a court for adjudication. It is understood that the Entity shall have the right to request mediation if services being provided are deemed deficient in any way.

1.4.5 Acquisition, Merger, Sale and/or Transfer of Business, etc.

It is understood by all parties that if, during the life of the Contract, the Vendor disposes of his/her business concern by acquisition, merger, sale, and or/transfer or by any means conveys his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new vendor will be required to submit all documentation/legal instruments that were required in the original bid/contract. Any change shall be approved by the Entity, who retains the right to reject the transfer of the contract.

1.4.6 Termination of Contract For Cause

This Contract may be terminated by the Entity for cause, including any nonperformance by the Vendor; failure of the Vendor to fulfill in a timely and proper manner its obligations under this Contract; or violation of any of the covenants, agreements, or stipulations of the Contract, upon thirty (30) days' written notice to Vendor including a statement of the reasons, therefore. The determination of the Entity as to the cause of termination and the appropriateness thereof shall be final and binding upon both Entity and Vendor. Cause for termination shall include any material failure by Vendor to comply with any terms of this Contract.

- a. In such event, all finished or unfinished services, documents, data, maps, studies, surveys, drawings, models, photographs, and reports prepared by the Vendor under this Contract shall, at the option of the Entity, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.
- b. Notwithstanding the above, the Vendor shall not be relieved of liability to the Entity for damages sustained by the Entity by virtue of any breach of this Contract by the Vendor, and the Entity may withhold any payments to the Vendor for the purposes of set-off until such time as the exact amount of damages due the Entity from the Vendor is determined.
- c. The Vendor agrees to indemnify and hold the Entity harmless from any liability to subcontractors or suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the Contract by the Entity under this provision.
- d. In case of default by the Vendor, the Entity may procure the goods or services from other sources and hold the Vendor responsible for any excess cost.
- e. Continuation of the terms of the Contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the Entity reserves the right to cancel the Contract.
- f. If this Contract is terminated for cause, excluding funding discontinuance or disapproval, Vendor shall have the right to attempt to cure its failure during the thirty (30) day period prior to termination to the satisfaction of the Entity at the Entity's sole discretion.

1.4.7 Termination of Contract For Convenience of the Entity

The Entity may terminate this Contract at any time by giving at least thirty (30) days' notice in writing to the Vendor. If the Vendor is terminated by the Entity as provided herein, the Vendor will be paid for actual services provided or delivered purchases that are determined acceptable at the sole discretion of the Entity, less payments of compensation previously made. Vendor

1.4.8 Post Expiration and Termination Procedures

Upon expiration or in the event of a prior termination, all remaining and unspent ARPA funds, shall immediately become the sole and separate property of the Entity and the Vendor shall perform all acts and execute all instruments necessary to transfer and assign such funds to the Entity. All finished or unfinished documents, data, studies, reports, and work products prepared by the Vendor under this Contract or with grant funds shall, at the option of the Entity, become Entity's property.

1.4.9 Transitional Period

In the event services are terminated by contract expiration or by voluntary termination by either the Vendor or the Entity, the Vendor shall continue all terms and conditions of said Contract for a period not to exceed thirty (30) days at the Entity's request.

1.4.10 Ownership of Material

The Entity shall retain all of its rights and interest in any and all documents and property, both hard copy and digital furnished by the Entity to the Vendor for the purpose of assisting the Vendor in the performance of this Contract. All such items shall be returned immediately to the Entity at the expiration or termination of the Contract or completion of any related services pursuant thereto, whichever comes first. None of the documents and/or property shall, without the written consent of the Entity, be disclosed to others or used by the Vendor or permitted by the Vendor to be used by their parties at any time except in the performance of the resulting Contract. Ownership of all data, materials and documentation originated and prepared for the Entity pursuant to this Contract shall belong exclusively to the Entity. All data, reports, computerized information, programs, and materials related to this Project shall be delivered to and become the property of the Entity upon completion of the Project. The Vendor shall not have the right to use, sell, or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the Entity.

SECTION 1.5 CONTRACT SUM AND PAYMENTS

The Vendor shall be compensated per the schedule below. Payment to the Vendor shall be based on satisfactory completion of identified services and/or deliverables and payment/invoicing terms as stated in the IFB, or as mutually agreed upon and contained in this Contract. Payment is expressly contingent upon the availability of ARPA funding.

1.5.1 Contract Sum

Entity shall pay Vendor for performance of its obligations under this Contract, including the Base Proposal and Alternate Proposals (if any), the sum of [Spelled out dollar amount here] (\$000,000.00), and make payment in accordance with the provisions of this Section.

1.5.2 Payment & Pricing Schedule

A Payment & Pricing Schedule (see **Exhibit A2**) subdividing the Project into its respective parts (f needed), and which includes values for all items comprising the Project will serve as the basis for payments made to Vendor.

1.5.3 Vendor's Payment Obligations

Vendor shall promptly pay all bills for labor and material performed and furnished by others in connection with this Contract.

- a. Firm shall submit an invoice upon completion of each milestone. Deliverables will be considered complete only upon inspection and written acceptance by the Entity. Each invoice shall include deliverable(s) completed and

the price for each. **The final request for reimbursement must be received by City/County no later than September 30, 2026.**

1.5.4 Request for Payment

As instructed, all payment requests must be submitted on the Request for Payment (See **Exhibit A3**) including required attachments. Notwithstanding the certification of Vendor's payment requests, the Entity or its Representative will independently review Vendor's payment requests and make a determination as to the amount properly payable to Vendor.

1.5.5 Offsets; Deductions; Withholding

- a. Entity is an agency of the State of Texas and materials and services utilized in the provision of services or purchases may be exempt from state and local taxes. Vendor is responsible for taking full advantage of all tax exemptions applicable to the Project. Entity will deduct from the Requests for Payment and from the Request for Final Payment any taxes paid for materials or services that were entitled to tax exemption.
- b. Amounts assessed as liquidated damages per the above Section of this Contract and other amounts to which Entity is entitled by way of setoff or recovery, if any, shall be deducted from any amounts due Vendor.
- c. Notwithstanding any other contractual provision to the contrary, Entity may withhold any payment from Vendor to the extent reasonably required to protect Entity interests under any of the following circumstances: failure to perform work in accordance with Contract Documents; insufficient documentation in Application for Payment; failure to pay subcontractors, employees, hired laborers or materials suppliers; failure to obtain, renew or maintain insurance coverage as required in this Contract; failure to meet schedule requirements or other scenarios that causes the Entity, in good faith judgment, to determine that the remaining balance will not be sufficient to complete the Work in accordance with this Contract. The right to withhold payment is contingent on giving Vendor a minimum of seven (7) calendar days' written notice of specific defects or defaults and an opportunity to cure same, and on Vendor's failure to cure or to take diligent steps to cure within such seven (7) calendar days.

1.5.6 Final Payment

Vendor's request for Final Payment must not be made until all Work is completed, all requirements of the Vendor Documents have been satisfied, and Vendor delivers the services or equipment.

SECTION 2. ENTITY RESPONSIBILITIES

SECTION 2.1 GENERAL

- a. Entity will cooperate in a timely manner in providing information regarding its requirements.
- b. Entity will review and provide final approval of the general schedule, setting the plan for milestone dates and completion or delivery.
- c. If the Entity has actual knowledge of any fault or defect or non-conformance with the Specifications, the Entity shall give prompt written notice of such fault, defect, or non-conformance to Vendor.
- d. The Entity may designate one or more inspectors of its own who will be given access to the Work as requested or needed. The provision of such inspectors will not reduce or lessen in any respect Vendor's responsibilities for the Work.
- e. The Entity may furnish or obtain all legal, accounting, auditing, and insurance counseling services for itself as may be necessary for the Project.

SECTION 3. SCOPE OF WORK

SECTION 3.1 GENERAL

Vendor has overall responsibility for and shall furnish all materials, equipment, tools, and labor necessary and reasonably inferable to complete the Work, or any phase of the Work, in accordance with Entity's requirements and the terms of the Contract Documents, including the Drawings, Specifications, Addenda, details, and other documents prepared by Vendor and listed in the attached Exhibits, if applicable.

Vendor's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Entity nor shall Vendor be released from any liability by reason of such approval by Entity, it being understood that Entity at all times is ultimately relying upon Vendor's skill and knowledge in performing the services required hereunder.

SECTION 3.2 PROJECT CONTROL

Vendor shall supervise and direct the Work and shall be solely responsible for means, methods, techniques, sequences, and procedures for the Work. Vendor shall promptly correct any defective or non-conforming Work at Vendor's sole expense and without cost to Entity.

SECTION 3.3 SUBVENDORS

Vendor shall award and enter into all Subcontracts necessary and appropriate to provide all labor and materials for the scope of work.

- a. Vendor shall monitor the Work of the Subcontractors as required and coordinate such Work with a goal to attain Substantial Completion not later than the date for Substantial Completion and at a cost not to exceed the Contract Sum.
- b. Upon request, Vendor shall provide Entity with complete, unaltered copies of all Subcontracts, and all amendments thereto.

SECTION 3.4 HUB SUBCONTRACTING PLAN

Vendor shall comply with the requirements of the HUB Subcontracting Plan and shall not make any changes to the HUB Subcontracting Plan without Entity's written approval.

SECTION 3.5 KEY TASKS

- a. Provide services and purchase of equipment in accordance with delivery schedules and other prescribed timelines herein.
- b. Provide a warranty on all purchased equipment.
- c. Provide excellent customer service. Firm shall be responsive to requests and communicate on a regular basis with the Entity.
- d. Provide and maintain all original and copies of supporting documentation.
- e. Furnish progress reporting as determined or requested by the Entity.
- f. Support and assist the Entity during state/federal monitoring or auditing activities, including providing financial information, reports, and other requests that may be required.

SECTION 3.6 SCHEDULING

Vendor is solely responsible for delivery of the services/equipment in accordance with the Contract Documents on or before the date specified in the Schedule.

SECTION 3.7 NON-CONFORMING WORK

Entity may reject any defective or non-conforming Work on the Project of which Entity becomes aware and Vendor shall promptly correct any such defect at Vendor's own cost without increasing the Contract Sum. Upon discovering that any portion of the Work does not conform with Entity's design concept and/or requirements, including the Design Guidelines and Standard Specifications, due to an error or omission in any Construction Document materials prepared or furnished by or on behalf of Vendor, Vendor shall promptly correct such condition at no additional cost to Entity. If Vendor refuses or fails to correct (or improperly corrects) any such condition within a reasonable time after notice, Entity may cause the condition to be corrected and offset the cost of such correction against any monies owed to Vendor; provided, however, if no monies are owed Vendor at the time the condition is discovered or at the time the condition is corrected by Entity, Vendor shall promptly reimburse the Entity for all expenses incurred to correct the condition. Vendor shall warranty all corrective Work, whether performed by or through Vendor or by a third party retained by Entity in accordance with the immediately preceding sentence due to Vendor's refusal or failure to correct properly any non-conforming Work.

SECTION 3.8 INDEMNIFICATION

Vendor covenants and agrees to indemnify, hold harmless and defend, at its own sole expense, the Entity and its officers, agents, servants, and employees from and against any and all claims or suits for property loss or damage and/or personal injury, including death, to any and all persons, of whatsoever kind or character, whether real or asserted, arising out of or in connection with the execution, performance, attempted performance, or nonperformance of the services under this Contract and/or the operations, activities, and services of the activities described herein; and Vendor hereby assumes all liability and responsibility of the entity and its officers, agents, servants, and employees for any and all claims or suits for property loss or damage and/or personal injury, including death, to any and all persons, of whatsoever kinds or character, whether real or asserted, arising out of or in connection with the execution, performance, attempted performance, or nonperformance of the services or this Contract and/or the operations, activities, and services described herein. Vendor likewise covenants and agrees to and does hereby indemnify and hold harmless entity from and against any and all injury, damage, or destruction of property of entity, arising out of or in connection with all acts or omissions of Vendor, its officers, members, agents, employees, contractors, subcontractors, invitees, licensees, and project participants. Vendor agrees to and shall release Entity, its agents, employees, officers, and legal representatives from all liability for injury, death, damage, or loss to persons or property sustained in connection with or incidental to performance of the services under this Contract.

Vendor shall require all of its contractors and subcontractors to include in its contracts and subcontracts a release and indemnity in favor of the Entity in substantially the same form as above. The indemnity and liability release provided for above shall not apply to any liability resulting from the sole negligence or fault of the Entity, its officers, agents, employees or separate Vendors, and in the event of joint and concurring negligence or fault of the Entity and Vendor, responsibility and indemnity, if any, shall be apportioned in accordance with the laws of the State of Texas, without waiving any governmental immunity available to the entity under Texas law and without waiving any defenses of the parties under Texas law.

The provisions of this section are solely for the benefit of the parties and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity. This section survives termination or expiration of this Contract.

SECTION 3.9 INSURANCE & BONDING

If applicable, Vendor shall provide Insurance and Bid, Performance, and Payment Bonds as prescribed by Entity in the Solicitation documentation and included here as **Exhibit D** and **Exhibit E**.

SECTION 4. REQUIRED PROVISIONS

The Vendor shall comply with the following items:

SECTION 4.1 TERMS AND CONDITIONS

The Vendor agrees to comply with the requirements of Section 503 of the American Rescue Plan Act (ARPA), regulations adopted by Treasury pursuant to Section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Vendor also specifically agrees to comply with the ARPA Terms & Conditions attached to this Contract in **Exhibit B**.

SECTION 4.2 DEBARMENT AND SUSPENSION

Vendor has provided proof of registration, active/good standing, and non-debarment status in the System for Award Management. Should this status change, the Vendor must notify the Entity immediately.

SECTION 4.3 ASSURANCES OF COMPLIANCE WITH TITLE VI

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

SECTION 4.4 LOBBYING CERTIFICATION & DISCLOSURE

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.

SECTION 4.5 ETHICS MATTERS

Vendor and its employees, agents, representatives, and subcontractors have read and understand the Entity's Conflict of Interest Policy, State of Texas Standards of Conduct and Conflict of Interest Provisions available at [Government Code Chapter 572: Personal Financial Disclosure, Standards of Conduct, and Conflict of Interest \(state.tx.us\)](https://www.state.tx.us/govcode/chapter572), and applicable state ethics laws and rules available. Neither Vendor nor its employees, agents, representatives, or subcontractors will assist or cause Entity employees to violate the Conflict of Interest policies, provisions described by State of Texas Standards of Conduct and Conflict of Interest Provisions, or applicable state ethics laws or rules.

SECTION 4.6 MAINTENANCE AND ACCESS TO RECORDS

The Vendor shall maintain records and financial documents sufficient to evidence in compliance with Section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

The Treasury Office of Inspector General, the Government Accountability Office and the Texas Office of the State Comptroller, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of the Vendor in order to conduct audits or other investigations and all records shall be made available upon request. Records shall be maintained by the Vendor for a period of five (5) years after all funds have been expended or returned to the Treasury, whichever is later.

SECTION 5. MISCELLANEOUS PROVISIONS

SECTION 5.1 GENERAL

- a. In any case one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- b. If any action at law or in equity is necessary to enforce or interpret the terms of this Contract, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
- c. This Contract may be amended by mutual agreement of the parties hereto and a writing to be attached to be

incorporated into this Contract.

d. Licenses, Permits, Taxes, Fees, Laws, and Regulations

- i. Vendor warrants that it will obtain, maintain in effect, and pay the cost for all licenses, permits, or certifications that may be necessary for Vendor's performance of this Contract.
- ii. Vendor will be responsible for the payment of all taxes, excises, fees, payroll deductions, employee benefits (if any), fines, penalties or other payments required by federal, state, or local law or regulation in connection with Vendor's performance of this Contract.
- iii. Vendor will comply with and will be responsible for requiring its officers and employees to comply with all applicable federal, state, and local laws and regulations, and the rules and regulations of the Entity.

SECTION 5.2 CAPACITY TO PERFORM

By execution of this Contract, Vendor is certifying that they have the capacity to perform and complete the Scope of Work as provided.

SECTION 5.3 LIMITATION OF LIABILITY

Except for the obligation of Entity to pay Vendor certain fees, costs, and expenses to the extent expressly set forth in this Contract, the Entity shall have no liability to Vendor or to anyone claiming through or under Vendor by reason of the execution or performance of this Contract. Notwithstanding any obligation or liability of Entity to Vendor, no present or future partner or affiliate of the Entity or any agent, officer, director, or employee of the Entity or anyone claiming under the Entity, has or shall have any personal liability to Vendor or to anyone claiming through or under Vendor by reason of the execution or performance of this Contract.

SECTION 5.4 ASSIGNMENT

This Contract is a personal service contract for the services of Vendor, and neither Vendor's interest in this Contract (including, but not limited to Vendor's fees due hereunder), nor Vendor's duties hereunder may be assigned or delegated to a third party except as specifically set forth in this Contract.

SECTION 5.5 GOVERNING LAW AND VENUE

The Vendor 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.

Additionally, all applicable local government codes for the State of Texas also apply to this Contract. All equipment, supplies, and work furnished under this Contract shall comply with applicable laws, ordinances, and regulations. Vendor shall obtain and pay for such permits and inspections as are required for the legal performance of this work, unless otherwise specified. Vendor shall comply with all federal and state laws and Entity's Ordinances and Codes applicable to the Vendor's operation under this Contract. These Specifications and the Contract resulting here from shall be fully governed by the laws of the State of Texas and shall be fully performable in La Marque (Entity Name), Texas, where venue for any proceeding arising hereunder will lie.

This Contract will be governed by the laws of the State of Texas without reference to its conflicts of law provisions. Venue for any suits arising from this Contract will be in a court of competent jurisdiction in Galveston County, Texas.

SECTION 5.6 WAIVERS

No delay or omission by either Party in exercising any right or power accruing upon the non-compliance or failure of performance by the other Party of any provision of this Contract or the Contract Documents will impair any such right or power or be construed to be a waiver thereof. A waiver by either Party of any of the covenants, conditions, or agreements of this Contract or any of the Contract Documents to be performed by the other party will not be construed to be a waiver of any subsequent breach of this Contract or the Contract Documents or of any other covenant, condition or agreement contained in this Contract or the Contract Documents.

SECTION 5.7 SEVERABILITY

If any provision of this Contract is for any reason be held invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision of this Contract and this Contract will be construed as if such invalid or unenforceable provision had not been included herein.

SECTION 5.8 NEW LAWS

Parties agree that if there is a change in any laws, rules, or regulations affecting the performance related to this Contract and enacted after the Effective Date of this Contract, the Parties will enter into good faith negotiations to renegotiate the affected terms of this Contract.

BY: _____
(Entity Official)

(Printed Name)

(Title)

(Date)

BY: _____
(Vendor's Authorized Representative)

(Printed Name)

(Title)

(Date)

SECTION 6. EXHIBITS

THE FOLLOWING DOCUMENTS MUST BE COMPLETED AND ATTACHED TO THE CONTRACT:

Exhibit A1	Scope of Work
Exhibit A2	Payment & Pricing Schedule
Exhibit A3	Request for Payment
Exhibit B	ARPA Required Provisions (ARPA Terms & Conditions)
Exhibit C	Other Relevant Information
Exhibit D	Insurance Certificate (if applicable)
Exhibit E	Bid, Performance, and Payment Bonds (if applicable)
Exhibit F	Eligibility Verification (SAM.gov)
Exhibit G	Certificate of Interested Parties (Form 1295)

Exhibit A1 – Scope of Work

To be populated with solicitation Scope of Work

Exhibit A2 – Payment & Pricing Schedule

The terms for payment for the contract are as follows:

Payment Schedule:

Payment will be made within 30 days of a Request for Payment and only after delivery of all services and/or purchases and acceptance by the Entity.

Pricing Schedule:

Prices for all goods and/or services shall be all inclusive.

Entity is an agency of the State of Texas and materials and services utilized in the provision of services or purchases may be exempt from state and local taxes. Vendor is responsible for taking full advantage of all tax exemptions applicable to the Project. Entity will deduct from the Requests for Payment and from the Request for Final Payment any taxes paid for materials or services that were entitled to tax exemption.

Lump Sum Price: Vendor shall provide pricing in the table below to complete the scope of services contained in **Exhibit A1**, Scope of Work, in accordance with the specifications contained in this document. Costs include all applicable services (i.e. labor, materials, profit, bonding, insurance, permitting, general conditions, and other costs) to provide a turnkey product.

(Note to Entity: Component pricing should be based on the identified components of the scope of work contained in **Exhibit A1**). An example is provided below:

SCOPE OF WORK	PRICE
	\$
	\$
	\$
	\$
TOTAL LUMP SUM PRICE (TOTAL OF ABOVE LINE ITEMS)	\$

Exhibit A3 – Request for Payment

Project Name:			
Vendor Name:			
Date of Request:			
Contact Name:			
Contact Phone:		Contact Email:	

Item for Payment	Description	Unit Cost or Percent Complete	# of Units	Total Amount
TOTAL				

X	Attachments

Submitted By	
Name and Title	
Signature	

CERTIFICATION: I certify that this Request for Payment contains costs associated with the provision of services in accordance with the terms of the contract. I also certify that all required documentary evidence has been submitted along with the Request for Payment as instructed, including any documentation associated with requirement to pay prevailing wages.

By signing this Request for Payment, I certify to the best of my knowledge and belief that information provided in this Request is true, complete, and accurate. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

WARNING: Section 1001 of Title 18 U.S. code makes it a criminal offense to make willful, false statements or misrepresentation of any material fact involving the use of or obtain federal funds.

Exhibit B – ARPA Required Provisions

2 CFR 200.327 Contract provisions. The Non-Federal entity's contracts should contain applicable provisions described in Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. The Non-Federal entity's contracts must contain the provisions described in Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, as applicable.

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	2 CFR 200 Appendix II (A-L)		
>\$250,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908 , must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.	2 CFR 200 APPENDIX II (A)	Contractor RFP/IFB Contractor RFQ Subrecipients
>\$10,000	All contracts in excess of \$10,000 must address termination for cause and for convenience by the Non-Federal entity including the manner by which it will be affected and the basis for settlement.	2 CFR 200 APPENDIX II (B)	Contractor RFP/IFB Contractor RFQ Subrecipients
None	Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." 41 CFR 60-1.4 Equal opportunity clause. (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: 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: During the performance of this contract, the contractor agrees as follows: (9) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. (10) The contractor will, in all solicitations or advertisements for employees placed by	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
	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. (11) 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. (12) 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. (13) 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. (14) 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. (15) 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. (16) 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: 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. The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. 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		

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	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. 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.		
>\$10,000,000 for ARPA but State Provision Applies at any amount and/or >\$2,000 for CDBG/Braided Funds Projects See TX Prevailing Wage Laws	Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$10,000,00 awarded by Non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The Non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The Non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Non-Federal entity must report all suspected or reported violations to the Federal awarding agency.	2 CFR 200 APPENDIX II (D)	Contractor RFP/IFB Subrecipients
>\$100,000	Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the Non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or	2 CFR 200 APPENDIX II (E)	Contractor RFP/IFB Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	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

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	See 2 CFR §200.323 - Procurement of Recovered Materials. 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. 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. ii. 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— 1. Competitively within a timeframe providing for compliance with the contract performance schedule; 2. Meeting contract performance requirements; or 3. At a reasonable price. iv. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program. v. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the "Solid Waste Disposal Act."	2 CFR 200 APPENDIX II (J)	Contractor RFP/IFB Contractor RFQ Subrecipients
	See 2 CFR §200.216 - Prohibition on certain telecommunications and video surveillance services or equipment (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (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). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or	2 CFR 200 APPENDIX II (K)	Contractor RFP/IFB Contractor RFQ Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	controlled by, or otherwise connected to, the government of a covered foreign country. (b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. (c) See Public Law 115-232, section 889 for additional information. (d) See also § 200.471.		
	See 2 CFR §200.322 - Domestic Preferences for Procurements. (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. (b) For purposes of this section: (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. (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.	2 CFR 200 APPENDIX II (L)	Contractor RFP/IFB Contractor RFQ Subrecipients
	Additional 2 CFR 200 references & Other Regulations		
None	The Federal awarding agency must establish conflict of interest policies for Federal awards. The Non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.	2 CFR 200.112	Contractor RFP/IFB Contractor RFQ Subrecipients
None	Contracting with HUB, small and minority businesses, women’s business enterprises, and labor surplus area firms. (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. (b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women’s business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises; (4) Establishing delivery schedules, where the requirement permits, which	2 CFR 200.321	Contractor RFP/IFB Contractor RFQ Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.		
>\$10,000	An NFE (Non-Federal Entity) that is a state agency or an agency of a political subdivision of a state, and the NFE's contractors must comply with Section 6002 of the Solid Waste Disposal Act. Applicable NFEs must include a contract provision requiring compliance with this requirement. This includes contracts awarded by a state agency or political subdivision of a state and its contractors for certain items, as designated by the EPA, with a purchase price greater than \$10,000. Indian Tribal Governments and nonprofit organizations are not required to comply with this provision. Additional requirements are listed below.	2 CFR 200.323	Contractor RFP/IFB Contractor RFQ Subrecipients
None	Financial records, supporting documents, statistical records, and all other Non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon Non-Federal entities. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations. The only exceptions are the following: (a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations. (b) When the Non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period. (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition. All records related to ARPA shall be maintained for 5 years per the ARPA terms and conditions and regulations. (d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the Non-Federal entity All records related to ARPA shall be maintained for 5 years per the ARPA terms and conditions and regulations. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations. (e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the Non-Federal entity's fiscal year in which the program income is earned. (f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates). (1) <i>If submitted for negotiation.</i> If the proposal, plan, or other computation is	2 CFR 200.334	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations. (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. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations.		
None	The Federal awarding agency and the Non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the Non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not 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.	2 CFR 200.336	Contractor RFP/IFB Contractor RFQ Subrecipients
None	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.	Texas Government Code 2252.152	Contractor RFP/IFB Contractor RFQ Subrecipients
>\$100,000	PROVISION REQUIRED IN CONTRACT. (a) This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.	Texas Government Code 2271	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
For Critical Infrastructure Projects	PROHIBITION ON CONTRACTS WITH CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE. PROHIBITED CONTRACTS. (a) A governmental entity may not enter into a contract or other agreement relating to critical infrastructure in this state with a company: (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	Texas Government Code, Title 10, Subtitle F, Chapter 2274.0102	Subrecipients EC 6.1 Awardees

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	warranty and support purposes; and (2) if the governmental entity knows that the company is: (A) owned by or the majority of stock or other ownership interest of the company is held or controlled by: (i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; or (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 (B) headquartered in China, Iran, North Korea, Russia, or a designated country. (b) The prohibition described by Subsection (a) applies regardless of whether: (1) the company's or its parent company's securities are publicly traded; or (2) the company or its parent company is listed on a public stock exchange as: (A) a Chinese, Iranian, North Korean, or Russian company; or (B) a company of a designated country.		
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
ARPA Terms & Conditions			
ARPA Terms, Conditions, & Records	1. Use of Funds. a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing. 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.	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; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
ARPA Terms, Conditions, & Records	4. Maintenance of and Access to Records 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. 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. 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.	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	5. Pre-award Costs. Pre-award costs, as defined in 2 CFR § 200.458, may not be paid with funding from this award.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.	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	7. Cost Sharing. Cost sharing or matching funds are not required to be provided by 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	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.	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	9. Compliance with Applicable Law and Regulations. 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. b. Federal regulations applicable to this award include, without limitation, the following: 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 Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award. ii. Universal Identifier and System for Award Management (SAM), 2 CFR Part 25, pursuant to which the award term set forth in Appendix A to 2 CFR Part 25 is hereby incorporated by reference.	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
	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. 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. 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. vi. Governmentwide Requirements for Drug-Free Workplace, 31 CFR Part 20. (Subrecipient Only) vii. New Restrictions on Lobbying, 31 CFR Part 21. viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations. ix. Generally applicable federal environmental laws and regulations. c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following: i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 CFR Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance; ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability; iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance; iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and 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.		
ARPA Terms, Conditions, & Records	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.	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	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.	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	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	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b),	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	other remedy available by law.	603(b) and/or 603(c) as applicable	
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. c. 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. d. 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; v. An authorized official of the Department of Justice or other law enforcement agency; vi. A court or grand jury; or vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct. c. Recipient shall inform its employees in writing of the rights and remedies provided	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
	under this section, in the predominant native language of the workforce.		
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 C – Other Related Information

To be inserted

Exhibit D – Insurance Certificate

To be inserted

Exhibit E – Bid, Performance, and Payment Bonds

To be inserted

Exhibit F – Eligibility Verification (SAM.gov)

Vendor to provide a dated printout of their active status without exclusions from SAM.gov website

Exhibit G – Certificate of Interested Parties (Form 1295)

Form 1295 (Certificate of Interested Parties) must be completed on the Texas Ethics Commission's website as part of this project prior to contract execution. Form 1295 can be accessed here: <https://www.ethics.state.tx.us/filinginfo/1295/> and must be returned with the certification number assigned after completion

City of La Marque

1111 Bayou Road, La Marque, Texas 77568

INVITATION FOR BIDS (IFB) COMPETITIVE PROCUREMENT FOR GENERAL SERVICES, SUPPLIES, AND/OR EQUIPMENT

City of La Marque

under the

FY24 SB224 Catalytic Converter Grant

Motor Vehicle Crime Prevention Authority (MVCPA)

by the State of Texas



**SB224 Catalytic Converter Grant
Motor Vehicle Crime Prevention Authority (MVCPA)**

Invitation for Bids (IFB)

Date: October 1, 2024

Re: Invitation for Bids (IFB) for a Solar Powered Surveillance Camera Trailer funded with SB224 Catalytic Converter Grant issued through the Motor Vehicle Crime Prevention Authority (MVCPA) Grant.

Dear Vendor:

The City of La Marque, hereinafter called "Entity", has received an allocation of SB224 Catalytic Converter Grant funds, and is issuing an Invitation for Bids (IFB) for a general purchases and supplies contract. The item(s) are being solicited to assist the Entity in completing and implementing programs and/or projects funded with its allocation of grant funds.

The Sole Point of Contact for this solicitation may provide information regarding this IFB. Refer to the **Schedule of Events and Selection Summary** in Section 1 of this document for response details.

Respondent is responsible for ensuring that their IFB response is received in a timely manner and that it contains all elements of the IFB, including all required forms and any addendums issued. Respondent should complete the Solicitation Response Cover Sheet/Acknowledgement of Addenda/Submission Checklist contained in Attachment A and all other requirements identified in the IFB. IFB responses received after the deadline will not be opened and therefore not evaluated or considered for award, regardless of whether or not the delay was outside the control of the submitting provider. City of La Marque reserves the right to negotiate with providers submitting timely responses in accordance with state and federal procurement requirements, to reject any and all bids, and to select multiple respondents if it deems it's in the best interest of the Entity and/or desires to do so.

The Entity is an Affirmative Action/Equal Opportunity Employer. Minority Business Enterprises, Small Business Enterprises, Women Business Enterprises, and Labor Surplus Area firms are encouraged to submit bids.

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INVITATION FOR BID – GENERAL INFORMATION

SECTION 1 – SCHEDULE OF EVENTS AND SELECTION SUMMARY

1.1 SCHEDULE OF EVENTS – ALL DATES ARE TENTATIVE

- 1.1.1 The Entity reserves the right to change dates at any time. At the sole discretion of the Entity, events listed in Section 1 are subject to scheduling changes and cancellation. The Entity will make public any changes to the stated schedule.
- 1.1.2 All requests, questions, or other communication about this solicitation shall be made in writing and addressed to the Entity's Sole Point of Contact listed in Section 1. Only the Sole Point of Contact may be contacted regarding required elements for this IFB.
- 1.1.3 Respondent must review all documents and information in the *Exhibits* section and complete the required documents in the *Attachments* section and return with the signed bid sheet to the Entity's Sole Point of Contact.

SCHEDULE OF EVENTS + RESPONSE REQUIREMENTS

SCHEDULE OF EVENTS	
RFP NOTICE DATE:	October 1, 2024
VENDOR QUESTIONS DUE:	October 15, 2024, 5:00 PM CST
QUESTIONS ANSWERED BY:	October 22, 2024, 5:00 PM CST
PRE-PROPOSAL CONFERENCE: The Entity shall reject responses submitted by firms that do not attend the mandatory pre-proposal conference.	October 10, 2024 http://cityofflamarque.org/bidszoom
SITE VISIT: The Entity shall reject responses submitted by firms that do not attend the mandatory site visit.	If needed, will be scheduled.
PROPOSAL DUE DATE:	October 31, 2024, 10:00 AM CST
ESTIMATED AWARD DATE:	November 18, 2024, 6:00 PM CST
RESPONSE REQUIREMENTS	
QUESTIONS & ANSWERS ONLY – SOLE POINT OF CONTACT	

The Entity will allow written questions and requests for clarification of this solicitation. Questions must be submitted by email to the Sole Point of Contact listed below. Respondents' names will be removed from questions in any responses released.	
SOLE POINT OF CONTACT NAME:	City Clerk
ADDRESS:	1111 Bayou Road La Marque, TX 77568
EMAIL:	bids@cityoflamarque.org
PHONE:	409-938-9259
DELIVERY OF RESPONSE PROPOSAL – POINT OF CONTACT	
For digital delivery , the Subject Line should include Respondent's Name, RFP number, and time/due date of RFP and completed response and all attachments uploaded to the following point of contact:	
NAME:	-
TITLE:	City Clerk
DELIVERY POINT:	Bidsubmit.cityoflamarque.org
If mailed or hand-delivered , sealed proposals (an original and 3 copies) should be submitted on the original forms provided. Each response must be sealed and should be placed in a properly identified envelope with Respondent's Name, RFP number, and time/due date of RFP.	
For mail or hand-delivery , deliver response and all attachments to:	
NAME:	-
TITLE:	City Clerk
ADDRESS:	1111 Bayou Road LaMarque, TX 77568

1.2 SELECTION OF RESPONDENT(S)

- 1.2.1 The Entity intends to select Respondent(s) that best meet the needs of the Entity and that provide the best overall value. The Entity reserves the right to award multiple contracts from the finalist pool of successful Respondent(s). Respondents will be rated and ranked according to the evaluation criteria set forth below.
- 1.2.2 The Entity reserves the right to check references on any projects performed by the Respondent, whether provided by the Respondent or known by the Entity.
- 1.2.3 The Entity is not required to accept the lowest cost proposal.
- 1.2.4 See SECTION 4 – EVALUATION CRITERIA, for additional information on how Respondents will be evaluated and selected.

SECTION 2 – INTRODUCTION AND GENERAL CONDITIONS

2.1 GENERAL DESCRIPTION OF THE SCOPE OF WORK (SOW) – SEE SECTION 3 AND EXHIBIT A FOR SOW DETAILS

The Entity has received an allocation of SB224 Catalytic Converter Grant funds and is issuing an Invitation for Bids (IFB) for a general purchases and supplies contract. The item(s) are being solicited to assist the Entity in completing and implementing programs and/or projects funded with its allocation of grant funds.

This solicitation includes purchase of:

2.1.1 **General Description:** Purchase of a Solar Powered Surveillance Camera Trailer

2.1.2 The scope of work includes all labor, materials, goods and/or services necessary to provide the purchased items, including any installation specified in **Exhibit A**. The respondent shall submit a written copy of all warranty information prior to final acceptance by Entity.

2.1.3 **REFERENCED BRAND EXAMPLE:** Catalogs, brand names or manufacturer's references are descriptive only and indicate type and quality desired. Proposals on brands of like nature and quality will be considered. If proposing other than the referenced brands/model number, Respondent must show manufacturer, brand or trade name, product number and provide complete descriptive information of product offered and include with response. Failure to take exception to specifications or reference data will require Respondent to furnish specified brand names, numbers, etc.

2.2 CONSIDERATION OF AWARD

To be considered for award, Respondents must adhere to the requirements, when applicable to Vendors, as set forth in **Exhibit B**, the SB224 Catalytic Converter Grant Required Provisions, and provide all other required information and documentation as set forth in this solicitation.

2.3 CONTRACT AWARD

The Entity may award a Firm Fixed Price Contract. A Respondent's proposal must be responsive to this solicitation and include all required documents as instructed in the solicitation and listed in the *Solicitation Response Cover Sheet/Acknowledgement of Addenda/Submission Checklist* (**Attachment A**).

2.4 TERM OF PURCHASE CONTRACT

The Contract or Purchase Order shall be effective upon date of execution (signed by the Entity designee), shall contain terms and conditions for the purchase, including delivery date and delivery location, and shall expire upon delivery and final acceptance by the Entity. A sample contract is available for review at **Appendix I**.

2.5 BID ACCEPTANCE

2.5.1 Proposals must be received, time stamped or otherwise acknowledged before the specified hour and date. Late submittals WILL NOT be considered under any circumstances. The Entity will not be held responsible for any solicitation response that is mishandled prior to receipt by the Entity. The Entity will not be responsible for any technical issues that result in late delivery, inappropriately identified

documents, or other submission error that may lead to disqualification (including substantive or administrative) or nonreceipt of the respondent's response.

- 2.5.2 The Entity reserves the right to accept or reject any and all proposals, to accept any proposal deemed advantageous and to waive irregularity in the proposals. By submitting a response, the Respondent acknowledges and will adhere to all specifications as stated within this procurement packet.
- 2.5.3 Bids CANNOT be altered or amended after the due date. Any alterations made before the due time must be initialed by Respondent or authorized agent. No response may be withdrawn after due date without approval and based on a written acceptable reason.
- 2.5.4 The Entity reserves the right to revise or amend the specifications prior to the due date. Such revisions or amendments, if any, will be announced by amendments or addendums to these specifications. Copies of such amendments or addendums so issued will be posted to the Entity's bidding websites. If Respondent demonstrates just reason for a change, the Entity must have at least five (5) working days' notice prior to submission due date.
- 2.5.5 In the event that Respondent finds discrepancies in or omissions from the specifications or other documents or be in doubt as to their meaning, Respondent should at once notify the Entity Sole Point of Contact and obtain clarification prior to submitting a response.
- 2.5.6 All Respondents must meet or exceed the minimum specifications to be considered a valid response. The Entity reserves the right to accept or reject all or any part of any response, waive minor technicalities and award the contract either to the lowest responsible Respondent or to the Respondent who provides goods or services at the best value for the Entity.
- 2.5.7 The Respondent agrees to protect the Entity from claims involving infringement of patents or copyrights.

PROPRIETARY OR CONFIDENTIAL INFORMATION; TEXAS PUBLIC INFORMATION ACT: Any proprietary, trade secret, or otherwise confidential information Respondent includes in its Proposal must be clearly labeled as proprietary or confidential information, and Respondent must identify the specific exception to disclosure in the Public Information Act (PIA). Merely making a blanket claim that the entire Proposal is protected from disclosure because it contains some proprietary information is not acceptable and shall make the entire Proposal subject to release under the PIA. Any information which is not clearly identified as proprietary or confidential shall be deemed to be subject to disclosure pursuant to the PIA.

Information, documentation, and other material in connection with this Response or any resulting Contract may be subject to public disclosure under the Texas PIA, Chapter 552 of the Texas Gov't Code.

- 2.5.8 There is no guarantee a contract will be awarded. The Entity reserves the right to cancel this IFB at any time.
- 2.5.9 All proposals become public documents and are subject to public review (upon request and as allowed by law). The submission of an IFB response will constitute representation by the Respondent that it understands and has complied with the requirements of the IFB. Submission of a response indicates the IFB information provided was sufficient in scope and detail to convey understanding of anticipated terms and conditions for performance of the work.
- 2.5.10 IFB Respondents assume all costs of preparation of the proposal. IFB responses become the property of the Entity.

2.6 PROHIBITED COMMUNICATION

On issuance of this solicitation, except for the written inquiries described in Section 2.6 above, the Entity, its representative(s), or partners will not answer any questions or otherwise discuss the contents of this solicitation with any potential respondent. This restriction does not preclude discussions between affected parties for the purposes of conducting business unrelated to this solicitation. Failure to comply with these requirements may result in disqualification of respondent's solicitation response.

2.7 TERMINATION CONDITIONS

See Contract at **Appendix I** for Termination Conditions.

2.7.1 FAILURE TO ENTER INTO A CONTRACT

Should the Selected Respondent ("Vendor"), to whom the contract is awarded, fail to enter into a contract within twenty-one (21) business days, the Entity may then, at its option, retain the Vendor's bid deposit/bond (if required) and accept the bid of the next lowest responsible bidder.

SECTION 3 – SCOPE OF WORK/TECHNICAL SPECIFICATIONS

3.1 MINIMUM REQUIREMENTS

- 3.1.1 The selected Vendor shall have no convictions or civil judgments preceding nor thereafter this solicitation rendered against Respondent for 1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; 2) violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- 3.1.2 The selected Vendor shall not ever have been indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated above.
- 3.1.3 Where applicable, Vendor's staff must meet and maintain current certifications and or licensure requirements as mandated by state law or the appropriate licensing authority.
- 3.1.4 Vendor must not be debarred at the time of response submission, and prior to award of a contract, the System for Award Management (SAM.gov) and the Texas Comptroller's website will be checked to ensure Vendor is not debarred. If the Vendor is debarred, the Vendor's proposal will not be evaluated.

3.2 SCOPE OF SERVICES Construct

- 3.2.1 **The required products or services shall be provided in accordance with attached Exhibits:**
 - **Exhibit A:** Project Scope of Work
 - **Exhibit B:** Grant Required Provisions
 - **Exhibit C:** Other Relevant Information

- 3.2.2 **Work Orders**

During the term of any contract awarded, the Entity may request the Vendor to perform certain tasks as described in the scope, subject to a specific work order authorization. All work authorizations shall be in writing, signed by all parties, and shall include a scope of services, a list of tasks to be performed, a time schedule, a list of deliverables and such other information or special conditions as may be necessary for the work requested.

- 3.2.3 **Condition of Product:** New Equipment ONLY; NO re-manufactured or “gray market” items. All items must be covered by the manufacturer’s warranty. The unit(s) shall be made ready for continuous operation upon delivery. Respondent is cautioned that any unit delivered to the FOB point that does not meet specifications in every aspect will not be accepted.
- 3.2.4 **All Parts:** All parts not specifically mentioned which are necessary for the unit to be complete and ready for operation or which are normally furnished as standard equipment shall be furnished by the vendor. All parts shall conform in strength, quality, and workmanship to the accepted standards of the industry.
- 3.2.5 **Manuals:** Manuals containing illustrated parts list and operating and service instructions for the units shall be delivered with units. Manuals shall outline all necessary service and operating instructions for the units delivered and provide necessary warning and safety precautions.
- 3.2.6 **Warranty Requirements:** The units shall be warranted against defects in material and workmanship for a standard manufacturer’s warranty and shall cover 100% parts and labor for the units. Vendor shall furnish warranty and a list of warrantied repair companies to the Entity at time of delivery. The warranty begins on the date the units are determined to meet specifications and accepted by the Entity.

3.3 DELIVERY AND ACCEPTANCE

- 3.3.1 **Freight Charges:** Shipping shall be FOB destination; therefore, unit prices must include all shipping, handling, fuel surcharges, and delivery fees.
- 3.3.2 **Delivery Schedule:** Recommended delivery not to exceed sixty (60) calendar days from date of award; delivery terms may be a factor in determining award. Respondent must contact the Entity point of contact to schedule delivery date and time. Respondent shall provide a minimum forty-eight (48) hours’ notice prior to delivery.

3.4 DELIVERY CONTACT(S): Respondent shall contact the Entity for delivery a minimum of one (1) week in advance to coordinate delivery.

Delivery Contact Name:	City Clerk
Phone:	409-938-9259
Email:	bids@cityoflamarque.org

3.5 REGISTRATION AND TITLING (when applicable): Permanent registration and titling will be performed by the Entity. **DO NOT REGISTER ITEM.** Respondent shall supply, as applicable, dealer’s tag for item for sixty (60) days from date of delivery. The original Certificate of Origin (COO) or Manufacturer’s

Statement of Origin (MSO) as well as the most current version of TXDMV Form 130U or Application for Texas Title with signature shall be submitted with an invoice to the Entity.

3.6 DELIVERY DELAYS: If delay is foreseen, Respondent shall give written notice to the Entity and must keep the Entity advised of status of order at all times. Default in promised Delivery Days After Receipt of Order (ARO) without accepted reasons or failure to meet specifications authorizes the Entity to cancel contract/Purchase Order.

3.7 COMPLIANT PRODUCTS: Delivery does not occur until the Respondent delivers products, materials, or services in full compliance with the specifications to Entity's FOB destination, unless delivery is specifically accepted, in whole or in part, by the Entity. Providing products, materials, or services which do not meet all specification requirements does not constitute delivery. Entity reserves the right to require new delivery or a refund in the event that materials or products not meeting specifications are discovered after payment has been made. **NO SUBSTITUTIONS PERMITTED WITHOUT WRITTEN APPROVAL OF THE ENTITY.**

3.8 ACCEPTANCE: All equipment ordered will be subject to acceptance inspection and performance testing upon receipt. Acceptance inspection and performance testing will not take more than five (5) working days, weather permitting. Respondent will be notified within this time frame of any units not delivered in full compliance with the purchase order specifications. In the event the goods tested fail to meet or exceed all conditions and requirements of the solicitation and Contract, the goods will be rejected in whole or in part, at the State's Entity's option, and returned to the Vendor or held for disposition at the Vendor's expense. Latent defects may result in cancellation of the Contract at no expense to the Entity.

3.9 RECORD KEEPING

3.9.1 Respondents shall provide, enter, or upload all documentation, communications, and records including all permits, certifications, warranties, and approvals regarding all provided services/products as instructed by the Entity.

3.9.2 Respondents shall maintain records of all events that affect, or may be expected to affect the quality, scope, or progress of the services. All records shall be retained for a period of **five (5) years** following the closeout of the Entity's federal grant.

3.9.3 Insurance

3.9.3.1 If applicable, an original, certified copy of an Insurance Certificate listing the Entity as additional insured, must be submitted with the Respondent's submittal (**see Attachment E for requirements**). The successful Respondent will be required to maintain at all times during performance of the Contract, the insurance detailed below.

3.9.3.2 Workers' Compensation Insurance

3.9.3.3 Employers' Liability Insurance

3.9.3.4 Comprehensive General Liability Insurance

3.9.3.5 Excess Liability Insurance, Comprehensive General Liability Insurance, Comprehensive Automobile Liability Insurance

3.10 TERMS AND CONDITIONS

- 3.10.1 **Indemnity Clause** – The Respondent agrees to indemnify and save harmless the Entity and its officers, agents, and employees from any and all claims, causes or action, and damages of every kind, for injury to or death of any person and damages, to property arising out of or in connection with the work done by Respondent under this contract, and including acts or omissions of the Entity or its officers, agents, or employees in connection with said contract.
- 3.10.2 **Equal Opportunity Employer** – The successful Respondent shall warrant and agree that he/she is an Equal Opportunity Employer. Should complaints of any form of discrimination, either in dispensation of the service, or within company hiring policies be substantiated, this contract may be terminated immediately.
- 3.10.3 **Assignment** – The successful Respondent may not assign, sell, or otherwise transfer this contract without prior written consent of the Entity.
- 3.10.4 **Compliance with Laws** – The Respondent 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.
- 3.10.4.1 Additionally, all applicable local government codes for the State of Texas also apply to this contract. All equipment, supplies and work furnished under this contract shall comply with applicable laws, ordinances, and regulations. Respondent shall obtain and pay for such permits and inspections as are required for the legal performance of this work, unless otherwise specified. Respondent shall comply with all federal and state laws and Entity's ordinances and codes applicable to the Respondent's operation under this contract. These specifications and the contract resulting here shall be fully governed by the laws of the State of Texas and shall be fully performable in Galveston County, Texas, where venue for any proceeding arising hereunder will lie.
- 3.10.5 **Silence of Specifications** – The apparent silence of specifications as to any detail, or the apparent omission from it or a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality shall be used. All interpretations of specifications shall be made on the basis of this statement. The Respondent should request clarification from the Entity as specified in this document.

SECTION 4 – EVALUATION CRITERIA

4.1 RESPONSIVENESS OF QUALIFICATIONS SUBMISSION:

Pass/Fail

Qualifications submission shall be responsive to all material requirements that shall enable the evaluation committee to evaluate responses in accordance with the evaluation criteria to make a recommendation to Officials of the Entity.

4.2 FINANCIAL STABILITY OF RESPONDENT:

Pass/Fail

Financial stability of the Respondent to successfully undertake the project and the ability to ensure performance over the duration of the contract.

4.3 TECHNICAL REQUIREMENTS:

100 Points Total

Extent to which the provided service or products meets the needs of the Entity, including, but not limited to, the criteria in the evaluation matrix and in the submission requirements section and as expressed in this document.

4.4 EVALUATION CRITERIA AND RATING SHEET:

Solicitation responses shall be evaluated in accordance with Part 200 of the Uniform Administrative Requirements, Cost Principles, Audit Requirement, and Chapter 2269 of the Texas Government Code. The Entity will make the selection on the basis of demonstrated competence and qualifications; and to a Respondent that provides a fair and reasonable price.

The Entity evaluates the responses, prepares a Bid Tabulation sheet, determines the award on the basis of fair and reasonable pricing considered to be the Best Value to the Entity.

Only responses submitted in compliance with the **Schedule of Events + Response Requirements** section and meeting qualifications will be considered. Failure to submit the required information may be cause for rejection of the bid response. The Entity reserves the right to waive informalities and minor irregularities in bids received.

Initial Compliance Screening

The Entity will perform an initial screening of all solicitation responses received. Unsigned solicitation responses, and solicitation responses that do not meet the minimum qualifications above and/or do not include all required forms and information may be subject to rejection without further evaluation.

Additional Evaluation Criteria

All solicitations will be evaluated based on Responsiveness and Price. Responsiveness means adhering to the Terms and Conditions and specifications of the supplies requested. If Respondent(s) who has the lowest price is deemed to be non-responsive, Entity will disqualify the offer and evaluate the response of the next lowest priced responsive Respondent.

Evaluation Process: The Entity's Evaluator(s) completes a Rating Sheet using the criteria described below. The bid submitted must be a firm-fixed price.

Rating Sheet

EVALUATION CRITERIA	SCORE
Responsiveness of Proposal	Pass/Fail
Financial Stability	Pass/Fail
Understanding of Work; Experience and Qualifications	20
Capacity to Perform, Delivery/Service Schedule, and References	20
Pricing	60

TOTAL SCORE	100
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SECTION 5 – RESPONSE SUBMISSION REQUIREMENTS

This section details the requirements for submitting all required information. Respondents are advised to see Schedule of Events + Response Requirements on Page 4 of this document, and to carefully review all the requirements and submit all documents and information as indicated in this IFB. Additional information may be requested for clarification. Incomplete responses may lead to a submission being deemed nonresponsive and will not be considered.

To ensure some degree of uniformity in the submission, please follow the outline listed below.

5.1 STATEMENT OF INTEREST

The statement of interest should be limited to a maximum of two (2) pages and must include a brief introduction of the company, a statement of the Respondent's understanding of the work to be performed and that the company meets and will comply with the requirements set forth in this document.

5.2 EXPERIENCE AND RELEVANT QUALIFICATIONS

Respondent shall demonstrate related professional qualifications, experience, and knowledge similar to this scope of work. Response should include information similar in scope and size to the scope of work in this IFB. Limit to four (4) pages. Minimum submission shall address the following:

5.2.1 Experience – Respondents shall provide a concise narrative description of their firm's experience in services similar in size and scope to the requested scope of services. Describe any work performed in or for the Entity. Respondents shall provide descriptions of at least three (3) projects of similar size and scope to this Program. Projects should include project location, duration and project description and scope of work the Respondent performed.

5.2.2 Relevant Qualifications – Respondents must provide a brief summary to include total number and types of employees, skills, knowledge and abilities, company background history, and number of years in providing similar services as outlined in this document.

5.3 CAPACITY TO PERFORM

Respondent should state its firm commitment to provide goods or services within the prescribed delivery date and time.

5.3.1 Work Capacity: Respondent shall provide information to demonstrate capacity to perform requested work. Respondents shall provide a detailed typical schedule to show sequence of key work activities and the number of days to complete each task.

5.3.4 If applicable, **Bonding Capacity:** Respondent(s) shall provide proof of bonding capacity in a statement addressed to the Entity from a certified bonding company authorized to do business in the State of Texas. The letter must clearly state the amount of Firm's bonding capacity to be reserved for the Entity's projects. Firm shall carry a minimum bonding capacity of the project value upon execution of the Contract. The bond(s) must be made payable to the Entity. In your response,

please provide a statement regarding your ability to provide proof of bonding as directed in the Exhibits that follow.

5.4 FINANCIAL STABILITY

Respondent shall provide a statement that includes the following:

- 5.4.1 A full disclosure of any events, liabilities, or contingent liabilities that could affect Respondent's financial ability to perform this contract; and
- 5.4.2 Other financial information sufficient for the Entity, in its sole judgement, to determine if Respondent is financially solvent or adequately capitalized.

5.5 LEGAL ACTIONS

Provide a list of all pending litigation and include a brief description of the reason for legal action (if applicable).

5.6 PRICING

- 5.6.1 Respondents shall complete and submit the Pricing Sheet (see **Attachment B**).
- 5.6.2 Prices for all goods and/or services shall be all inclusive. Pricing offered shall be valid for ninety (90) days from response due date.
- 5.6.3 The Entity is exempt from taxes. DO NOT INCLUDE TAX IN YOUR PRICING SUBMITTAL.
- 5.6.4 Estimated Quantities – Quantities indicated are estimated based upon the best available information. The Entity reserves the right to increase or decrease the quantities by any amount deemed necessary to meet its needs without any adjustments in the bid price.

LIST OF EXHIBITS

EXHIBIT A PROJECT SCOPE OF WORK

EXHIBIT B REQUIRED CONTRACT PROVISIONS

EXHIBIT C OTHER RELEVANT INFORMATION/SPECIAL
CONDITIONS

EXHIBIT A – PROJECT SCOPE OF WORK

The City of La Marque is considering the purchase of a Solar Powered Surveillance Camera Trailer. The trailer should be solar powered and equipped with a customizable surveillance camera solution. The solution should be equipped with cellular service, with the ability to remotely monitor, manipulate, download, and record video surveillance. The solution should be equipped with web based and client based software. The solution should have the capability to allow the user to communicate through a voice projection device. The solution should include appropriate customer service and warranty for the entire trailer (and attached accessories).

All prices must include all shipping, handling, fuel surcharges, and delivery fees.

Item	Description	Quantity	Unit of Measure
1	Solar powered trailer	1	1
2	PTZ Surveillance Camera (mounted on trailer)	1	1
3			
4			
5			
6			
7			
8			
9			
10			
11	DELIVERY LOCATION:	431 Bayou Road, La Marque, Texas 77568	
12	DELIVERY SCHEDULE:	60 Calendar Days	

EXHIBIT B – GRANT 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
	2 CFR 200 Appendix II (A-L)		
>\$250,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908 , must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.	2 CFR 200 APPENDIX II (A)	Contractor RFP/IFB Contractor RFQ Subrecipients
>\$10,000	All contracts in excess of \$10,000 must address termination for cause and for convenience by the Non-Federal entity including the manner by which it will be affected and the basis for settlement.	2 CFR 200 APPENDIX II (B)	Contractor RFP/IFB Contractor RFQ Subrecipients
None	Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." 41 CFR 60-1.4 Equal opportunity clause. (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: 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: During the performance of this contract, the contractor agrees as follows: (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and	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
	selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin. (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information. (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. (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. (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. (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. (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: 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. 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		

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. 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. 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.		
>\$10,000,000 for Grant but State Provision Applies at any amount and/or >\$2,000 for CDBG/Braided Funds Projects See TX Prevailing Wage Laws	Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$10,000,00 awarded by Non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The Non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The Non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Non-Federal entity must report all suspected or reported violations to the Federal awarding agency.	2 CFR 200 APPENDIX II (D)	Contractor RFP/IFB Subrecipients
>\$100,000	Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the Non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is	2 CFR 200 APPENDIX II (E)	Contractor RFP/IFB Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open 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

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	See 2 CFR §200.323 - Procurement of Recovered Materials. 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. 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. 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— 1. Competitively within a timeframe providing for compliance with the contract performance schedule; 2. Meeting contract performance requirements; or 3. At a reasonable price. ii. Information about this requirement, along with the list of EPA-designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program. iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the “Solid Waste Disposal Act.”	2 CFR 200 APPENDIX II (J)	Contractor RFP/IFB Contractor RFQ Subrecipients
	See 2 CFR §200.216 - Prohibition on certain telecommunications and video surveillance services or equipment (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (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). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (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	2 CFR 200 APPENDIX II (K)	Contractor RFP/IFB Contractor RFQ Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	owned or controlled by, or otherwise connected to, the government of a covered foreign country. (b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. (c) See Public Law 115-232, section 889 for additional information. (d) See also § 200.471.		
	See 2 CFR §200.322 - Domestic Preferences for Procurements. (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. (b) For purposes of this section: (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. (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.	2 CFR 200 APPENDIX II (L)	Contractor RFP/IFB Contractor RFQ Subrecipients
	Additional 2 CFR 200 references & Other Regulations		
None	The Federal awarding agency must establish conflict of interest policies for Federal awards. The Non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.	2 CFR 200.112	Contractor RFP/IFB Contractor RFQ Subrecipients
None	Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms. (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. (b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;	2 CFR 200.321	Contractor RFP/IFB Contractor RFQ Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.		
>\$10,000	An NFE (Non-Federal Entity) that is a state agency or an agency of a political subdivision of a state, and the NFE's contractors must comply with Section 6002 of the Solid Waste Disposal Act. Applicable NFEs must include a contract provision requiring compliance with this requirement. This includes contracts awarded by a state agency or political subdivision of a state and its contractors for certain items, as designated by the EPA, with a purchase price greater than \$10,000. Indian Tribal Governments and nonprofit organizations are not required to comply with this provision. Additional requirements are listed below.	2 CFR 200.323	Contractor RFP/IFB Contractor RFQ Subrecipients
None	Financial records, supporting documents, statistical records, and all other Non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon Non-Federal entities. All records related to Grant shall be maintained for 5 years per the Grant terms, conditions, and regulations. The only exceptions are the following: (a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. All records related to Grant shall be maintained for 5 years per the Grant terms, conditions, and regulations. (b) When the Non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period. (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition. All records related to Grant shall be maintained for 5 years per the Grant terms and conditions and regulations. (d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the Non-Federal entity All records related to Grant shall be maintained for 5 years per the Grant terms and conditions and regulations. All records related to Grant shall be maintained for 5 years per the Grant terms, conditions, and regulations. (e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the Non-Federal entity's fiscal year in which the program income is earned. (f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting	2 CFR 200.334	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates). (1) <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. All records related to Grant shall be maintained for 5 years per the Grant terms, conditions, and regulations. (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. All records related to Grant shall be maintained for 5 years per the Grant terms, conditions, and regulations.		
None	The Federal awarding agency and the Non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the Non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not 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.	2 CFR 200.336	Contractor RFP/IFB Contractor RFQ Subrecipients
None	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.	Texas Government Code 2252.152	Contractor RFP/IFB Contractor RFQ Subrecipients
>\$100,000	PROVISION REQUIRED IN CONTRACT. (a) This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.	Texas Government Code 2271	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
For Critical Infrastructure Projects	PROHIBITION ON CONTRACTS WITH CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE. PROHIBITED CONTRACTS. (a) A governmental entity may not enter into a contract or other agreement relating	Texas Government Code, Title 10, Subtitle F, Chapter 2274.0102	Subrecipients EC 6.1 Awardees

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	to critical infrastructure in this state with a company: (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 (2) if the governmental entity knows that the company is: (A) owned by or the majority of stock or other ownership interest of the company is held or controlled by: (i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; or (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 (B) headquartered in China, Iran, North Korea, Russia, or a designated country. (b) The prohibition described by Subsection (a) applies regardless of whether: (1) the company's or its parent company's securities are publicly traded; or (2) the company or its parent company is listed on a public stock exchange as: (A) a Chinese, Iranian, North Korean, or Russian company; or (B) a company of a designated country.		
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
Grant Terms & Conditions			
Grant Terms, Conditions, & Records	1. Use of Funds. a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing. 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.	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
Grant 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
Grant 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.	Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
		117-2; Section 602(b), 603(b) and/or 603(c) as applicable	
Grant Terms, Conditions, & Records	4. Maintenance of and Access to Records 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. 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. 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.	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
Grant Terms, Conditions, & Records	5. Pre-award Costs. Pre-award costs, as defined in 2 CFR § 200.458, may not be paid with funding from this award.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
Grant Terms, Conditions, & Records	6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.	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
Grant Terms, Conditions, & Records	7. Cost Sharing. Cost sharing or matching funds are not required to be provided by 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
Grant Terms, Conditions, & Records	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.	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
Grant Terms, Conditions, & Records	9. Compliance with Applicable Law and Regulations. 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. b. Federal regulations applicable to this award include, without limitation, the following: 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	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
	exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award. ii. Universal Identifier and System for Award Management (SAM), 2 CFR Part 25, pursuant to which the award term set forth in Appendix A to 2 CFR Part 25 is hereby incorporated by reference. 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. 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. 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. vi. Governmentwide Requirements for Drug-Free Workplace, 31 CFR Part 20. vii. New Restrictions on Lobbying, 31 CFR Part 21. viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations. ix. Generally applicable federal environmental laws and regulations. c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following: i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury’s implementing regulations at 31 CFR Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance; ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability; iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance; iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury’s implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and 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.		
Grant Terms, Conditions, & Records	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.	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
Grant Terms, Conditions, & Records	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.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c)	Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
		as applicable	
Grant 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
Grant 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
Grant 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
Grant 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
Grant 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	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
	management; v. An authorized official of the Department of Justice or other law enforcement agency; vi. A court or grand jury; or vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct. 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.		
Grant 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
Grant 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 C – OTHER RELEVANT INFORMATION/SPECIAL CONDITIONS

Attach any relevant specifications, e.g., municipal/state code specifications, etc., that will be applicable to this purchase.

ATTACHMENTS

THE FOLLOWING DOCUMENTS MUST BE COMPLETED AND INCLUDED IN THE RESPONSE PACKAGE:

1. ATTACHMENT A SIGNED SOLICITATION RESPONSE COVER SHEET/ACKNOWLEDGEMENT OF ADDENDA/SUBMISSION CHECKLIST
2. ATTACHMENT B PRICING SHEET
3. ATTACHMENT C SYSTEM FOR AWARD MANAGEMENT (SAM.GOV) RECORD SEARCH
4. ATTACHMENT D CUSTOMER/CLIENT REFERENCES
5. ATTACHMENT E CERTIFICATE OF INSURANCE (IF APPLICABLE)
6. ATTACHMENT F ETHICS AND CONFLICT OF INTEREST ACKNOWLEDGEMENT (OPTIONAL)
8. ATTACHMENT G TEXAS ETHICS COMMISSION CERTIFICATE OF INTERESTED PARTIES (FORM 1295)
9. ATTACHMENT H CONFLICT OF INTEREST QUESTIONNAIRE (FORM CIQ)
10. ATTACHMENT I DISCLOSURE OF LOBBYING ACTIVITIES SF-LLL CERTIFICATION
11. ATTACHMENT J BIDDER'S CERTIFICATION
12. ATTACHMENT K NON-COLLUSION AFFIDAVIT

ATTACHMENT A:

SOLICITATION RESPONSE COVER SHEET/ACKNOWLEDGMENT OF ADDENDA/SUBMISSION CHECKLIST

Title of Solicitation:	
Name of Respondent:	
Company:	
Mailing Address:	
City, State, Zip:	
Phone Number:	
Company Contact Email Address:	
Texas Vendor ID Number:	
EIN/Federal Tax Identification Number:	

ACKNOWLEDGEMENT OF ADDENDA

ADDENDUM NO.	DATE ISSUED

☐ Please check this box if no addenda were issued.

ATTACHMENT A (CONTINUED)

SOLICITATION RESPONSE COVER SHEET/ACKNOWLEDGMENT OF ADDENDA/ SUBMISSION CHECKLIST

This checklist is provided for the Respondent's use in assuring compliance with required documentation; however, it does not include all specification requirements and does not relieve the Respondent of the need to read and comply with the specifications. Your submittal of the documents attests to the fact that you have read and/or included the documents with your response.

SUBMISSION CHECKLIST

CHECK FOR COMPLETION	DOCUMENTS REQUIRED FOR SUBMISSION
☐	A. Solicitation Response Cover Sheet/Acknowledgement of Addenda/Submission Checklist
☐	B. Pricing Sheet
☐	C. System for Award Management (SAM.gov)
☐	D. Customer/Client References
☐	E. Certificate of Insurance
	F. Ethics and Conflict of Interest Acknowledgement (Optional)
N/A	G. Texas Ethics Commission Certificate of Interested Parties (Form 1295) (This is a sample and is only required to be completed by the Respondent selected for award.)
☐	H. Conflict of Interest Questionnaire (Form CIQ)
☐	Please check this box if the Respondent does not identify a conflict of interest and therefore, will not be submitting the Conflict of Interest Questionnaire Form CIQ.
☐	I. Disclosure of Lobbying Activities SF-LLL Certification (Required for all bids exceeding \$100,000)
☐	Please check this box if the bid does not exceed \$100,000.
☐	J. Bidder's Certification
☐	K. Non-Collusion Affidavit
☐	

The Respondent's authorized agent must sign this document to acknowledge having read this solicitation carefully and completely, including the list of addenda, and that the information submitted is true and correct.

AUTHORIZED AGENT NAME:	
AUTHORIZED SIGNATURE:	
TITLE OF AUTHORIZED AGENT:	
DATE OF SIGNATURE:	

ATTACHMENT B: PRICING SHEET

Respondent shall complete and submit the following pricing sheet with the bid response package. The Entity reserves the right to make an award on the basis of low bid in the interest of the Entity and to reject any and all bid items in the sole discretion of the Entity.

ITEM	DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENSION
1	Entity should enter the description and quantity of the services/products as contained in the Scope of Work in Exhibit A			\$	\$
2				\$	\$
3				\$	\$
4				\$	\$
5				\$	\$
TOTAL FIRM FIXED PRICE					\$
6	DELIVERY – Number of calendar days for delivery after receipt of the order:			XX calendar days	
Name of Firm:					
IFB #:					
IFB Name:					

AUTHORIZED AGENT – SIGNATURE AND CONTACT INFORMATION

The Respondent's authorized agent must sign this document to acknowledge they read this solicitation carefully and completely, and the information submitted is true and correct.

SIGNATURE OF AUTHORIZED AGENT:	
PRINTED NAME OF AUTHORIZED AGENT:	
TITLE OF AUTHORIZED AGENT:	
DATE OF SIGNATURE:	

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

This project is funded by Coronavirus State and Local Fiscal Recovery Funds which requires all contractors and vendors to be in good standing according to SAM.gov and the Texas State Comptroller's office.

Verification of SAM.gov Status

1. Respondent must not be suspended or debarred at the time of the proposal submittal. The proposal response package must include a completed Non-Debarment Certification Form located **on the next page** herein.
2. All Respondents must be pre-vetted for eligibility to perform the outlined Grant funded scope of work. A printed screenshot from the SAM.gov website verifies whether the Vendor is excluded from contract participation at the federal level.

Contract Award

The Grant Award Recipient must verify the SAM.gov status of the Respondent(s) selected for contract award prior to execution of the contract as stated in the Non-Debarment Certification Form. The final verification of the Respondent's SAM.gov status is completed prior to contract award, and in addition to the initial verification documentation provided with the proposal response submittal.

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

NON-DEBARMENT CERTIFICATION FORM

COMPANY/ENTITY LEGAL NAME:

STREET ADDRESS:

CITY:

STATE:

ZIP:

CONTACT NAME:

CONTACT EMAIL:

CONTACT PHONE:

*UEI #

**TIN #

*Subrecipients are required to have a Unique Entity Identifier (UEI) Number prior to an award. All entities must be pre-vetted for eligibility/ability to perform the outlined Grant 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. **Beneficiary Entities are required to have UEI and/or TIN.

APPLICABLE REGULATIONS: As stated in the Grant/SLFRF Terms & Conditions: "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."

Also, Federal Executive Order (E.O.) 12549: "Debarment" 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: www.sam.gov

Be advised that we may pursue available remedies per 2 CFR 180.360 as an Grant recipient entity: "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."

[INITIAL]

CERTIFICATION & SIGNATURE

We hereby certify that we are not excluded, disqualified, or debarred from receiving federally funded awards.

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 this agreement's termination and/or the repayment of funds.

Your signature certifies that the information provided on this form is correct and 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.

SIGNATURE

PRINTED NAME & TITLE

DATE

FOR DEPARTMENT USE ONLY

SAM Debarment/Certification Record of Clearance

Yes [] No []

Note:

State of Texas Debarred Vendor List Cleared

Yes [] No []

Note:

Verified By:

Yes [] No []

Date:

ATTACHMENT D: CUSTOMER/CLIENT REFERENCES

Respondents shall use Attachment D to describe a minimum of three (3) and maximum of five (5) references for jobs, and corresponding references, completed within last five (5) years.

Respondent's Name: _____

The references shall illustrate recent experience successfully completing work of a similar nature and scope as the work described in this IFB. This form may be modified as needed to comply with the requirement to document company information. ***Failure to return this attachment (or a reasonable facsimile) may result in the proposal being considered non-responsive. Failure to provide references may result in the proposal being considered non-responsive.***

REFERENCE 1:

Company Name:	
Company Address:	
Contact Name/Title/Phone:	
Contact Email:	
Contract Award Date:	
Contract Completion Date:	
Contract Project Name:	
Brief Description of Services:	

REFERENCE 2:

Company Name:	
Company Address:	
Contact Name/Title/Phone:	
Contact Email:	
Contract Award Date:	
Contract Completion Date:	
Contract Project Name:	
Brief Description of Services:	

REFERENCE 3:

Company Name:	
Company Address:	
Contact Name/Title/Phone:	
Contact Email:	
Contract Award Date:	
Contract Completion Date:	
Contract Project Name:	
Brief Description of Services:	

REFERENCE 4:

Company Name:	
Company Address:	
Contact Name/Title/Phone:	
Contact Email:	
Contract Award Date:	
Contract Completion Date:	
Contract Project Name:	
Brief Description of Services:	

REFERENCE 5:

Company Name:	
Company Address:	
Contact Name/Title/Phone:	
Contact Email:	
Contract Award Date:	
Contract Completion Date:	
Contract Project Name:	
Brief Description of Services:	

ATTACHMENT E: CERTIFICATE OF INSURANCE
(PROPOSAL RESPONDER SUPPLIES INSURANCE WITH THE PROPOSAL PACKAGE)

INSURANCE REQUIREMENTS

If requested, the Respondent shall supply an original, certified copy of an insurance certificate listing **the Entity** as additional insured. The successful Respondent will be required to maintain, at all times during performance of the contract, the insurance detailed below. Failure to provide this insurance certificate within the specified amount of time may result in disqualification of bid.

- a. Workers' Compensation Insurance as required by laws and regulations applicable to and covering employees of Contract engaged in the performance of the work under this agreement with a limit of not less than \$1,000,000.00.
- b. Employers' Liability Insurance protecting Responder against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master-servant relationship with a limit of not less than \$1,000,000.00.
- c. Comprehensive General Liability Insurance including products/completed operation with limits of liability of not less than: Bodily Injury \$1,000,000.00 per each person, \$2,000,000.00 per each occurrence/aggregate; Property Damage \$1,000,000.00 per each occurrence;
- d. Excess Liability Insurance Comprehensive General Liability, Comprehensive Automobile Liability and coverages afforded by the policies above, with the minimum limits of \$_____ excess of specified limits.

ATTACHMENT F: ETHICS AND CONFLICT OF INTEREST ACKNOWLEDGEMENT

Public servants are expected to conduct themselves impartially and in a manner that inspires public confidence, while ensuring that responsible contractors have fair and equal access to governmental procurement.

The City of XXX/XXX County is committed to protection of government integrity, while also facilitating the recruitment and retention of the skilled personnel necessary to support its operations. To achieve this objective, The City of XXX/XXX County has established standards of ethical conduct and conflict of interest policies and expects all vendors, contractors, and subrecipients to adhere to the same core principles as described below.

To achieve these standards, it is essential that those doing business with the City of XXX/XXX County also observe the ethical standards prescribed here.

I acknowledge that it is a breach of ethics to attempt to influence any public employee, elected official, or department head to violate the standards of ethical conduct set forth in this code.

I further acknowledge that it is a breach of ethics for any employee of City of XXX/XXX County or a vendor doing business with the City of XXX/XXX County to participate directly or indirectly in a procurement when the employee or vendor knows that:

- A. The employee or any member of the employee's immediate family or household has a substantial financial interest in a company responding to a City of XXX/XXX County procurement.
- B. A business or organization in which the employee or any member of the employee's immediate family has a financial interest pertaining to the procurement.

I understand that it is a breach of ethics to offer, give, or agree to give any employee of City of XXX/XXX County, or for any employee to solicit, demand, accept, or agree to accept from a vendor, a gratuity of consequence or any offer of employment in connection with any decision, approval, disapproval, recommendation, preparation, or any part of a program requirement or purchase request influencing the content of specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or controversy, any particular matter pertaining to any program requirement, contract or subcontract, or to any solicitation or proposal therefore pending before City of XXX/XXX County.

I acknowledge that it is a breach of ethics for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for City of XXX/XXX County as an inducement for the award of a contract or order.

I certify that I have read and understand the ethical standards set forth by City of XXX/XXX County and agree to comply with them in all business dealings with the City of XXX/XXX County.

SIGNATURE, VENDOR AUTHORIZED REPRESENTATIVE

COMPANY

PRINTED NAME, TITLE

DATE

(TO BE COMPLETED BY THE AWARDED VENDOR PRIOR TO CONTRACT EXECUTION)

Form provided by Texas Ethics Commission

ATTACHMENT H: CONFLICT OF INTEREST QUESTIONNAIRE (FORM CIQ)

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.	OFFICE USE ONLY	
1 Name of vendor who has a business relationship with local governmental entity.		
2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
3 Name of local government officer about whom the information is being disclosed. Name of Officer		
4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary. A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor? ☐ Yes ☐ No B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity? ☐ Yes ☐ No		
5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.		
6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).		
7 Signature of vendor doing business with the governmental entity Date		

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

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

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

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

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

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

- (2) the vendor:

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

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

or

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

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

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

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

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

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

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

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

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

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

- (1) the date that the vendor:

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

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

- (2) the date the vendor becomes aware:

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

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

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

ATTACHMENT I: DISCLOSURE OF LOBBYING ACTIVITIES
SF-LLL 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 of Lobbying Activities," in accordance with its instructions.
- (c) The undersigned shall require that the language in paragraphs (a) and (b) 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, _____ (insert business name), 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	
NAME OF AUTHORIZED AGENT	
TITLE OF AUTHORIZED AGENT	
DATE	

DISCLOSURE OF LOBBYING ACTIVITIES – INSTRUCTIONS

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

1. Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. Status of Federal Action: ☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award	3. Report Type: ☐ a. initial filing ☐ b. material change
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, <i>if known:</i> Name: Street Address: City, State, Zip: Congressional District, if known:		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Name: Street Address: City, State, Zip: Congressional District, if known:
6. Federal Department/Agency:		7. Federal Program Name/Description: CFDA Number, <i>if applicable:</i> _____
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10a. Name and Address of Lobbying Registrant Name (First, MI, Last): Street Address: City, State, Zip:	10b. Individuals Performing Services <i>(including address if different from No. 10a)</i> Name (First, MI, Last): Street Address: City, State, Zip:	
11. Information requested through this form is authorized by Title 31 U.S.C., Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
Signature: _____ Name: _____ Title: _____ Telephone: _____ Date: _____		
Federal Use Only		Authorized for Local Reproduction Standard Form – LLL (Rev. 7-97)

ATTACHMENT J: BIDDER'S CERTIFICATION

In accordance with Texas Government Code Sections 2252.001 through 2252.004 (relating to bids by nonresident contractors), the pertinent portion of the Act has been extracted and is as follows:

1. "Nonresident bidder" refers to a person who is not a resident.
2. "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the greater of the following:

1. the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located; or
2. the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which a majority of the manufacturing relating to the contract will be performed.

I certify that _____ (Company Name) is a

☐ **Resident bidder of Texas** as defined in Section 2252.001(4), Texas Government Code,

OR

☐ **Nonresident bidder** as defined in Section 2252.001(3), Texas Government Code, and our principal place of business is located at _____ (City and State).

Note: If the Respondent is an out-of-state company, a Certificate of Authority from the Secretary of State to do business in Texas must be provided.

SIGNATURE	
NAME OF AUTHORIZED AGENT	
TITLE OF AUTHORIZED AGENT	
DATE	

ATTACHMENT K: NON-COLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT

STATE OF TEXAS §
 §
COUNTY OF _____ §

By the signature below, the signatory for the bidder certifies that neither he/she 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 _____ on
the _____ day of _____, 20_____ on behalf of said bidder.

Notary Public in and for the
State of Texas

My commission expires: _____

APPENDIX I – SAMPLE CONTRACT

Sample contract to be added following review with client

City of La Marque

1111 Bayou Road, La Marque, Texas 77568

INVITATION FOR BIDS (IFB) COMPETITIVE PROCUREMENT FOR GENERAL SERVICES, SUPPLIES, AND/OR EQUIPMENT

City of La Marque

under the

FY24 SB224 Catalytic Converter Grant

Motor Vehicle Crime Prevention Authority (MVCPA)

by the State of Texas



**SB224 Catalytic Converter Grant
Motor Vehicle Crime Prevention Authority (MVCPA)**

Invitation for Bids (IFB)

October 1, 2024

Re: Invitation for Bids (IFB) for a Law Enforcement Drone funded with SB224 Catalytic Converter Grant issued through the Motor Vehicle Crime Prevention Authority (MVCPA) Grant.

Dear Vendor:

The City of La Marque, hereinafter called "Entity", has received an allocation of SB224 Catalytic Converter Grant funds, and is issuing an Invitation for Bids (IFB) for a general purchases and supplies contract. The item(s) are being solicited to assist the Entity in completing and implementing programs and/or projects funded with its allocation of grant funds.

The Sole Point of Contact for this solicitation may provide information regarding this IFB. Refer to the **Schedule of Events and Selection Summary** in Section 1 of this document for response details.

Respondent is responsible for ensuring that their IFB response is received in a timely manner and that it contains all elements of the IFB, including all required forms and any addendums issued. Respondent should complete the Solicitation Response Cover Sheet/Acknowledgement of Addenda/Submission Checklist contained in Attachment A and all other requirements identified in the IFB. IFB responses received after the deadline will not be opened and therefore not evaluated or considered for award, regardless of whether or not the delay was outside the control of the submitting provider. City of La Marque reserves the right to negotiate with providers submitting timely responses in accordance with state and federal procurement requirements, to reject any and all bids, and to select multiple respondents if it deems it's in the best interest of the Entity and/or desires to do so.

The Entity is an Affirmative Action/Equal Opportunity Employer. Minority Business Enterprises, Small Business Enterprises, Women Business Enterprises, and Labor Surplus Area firms are encouraged to submit bids.

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INVITATION FOR BID – GENERAL INFORMATION

SECTION 1 – SCHEDULE OF EVENTS AND SELECTION SUMMARY

1.1 SCHEDULE OF EVENTS – ALL DATES ARE TENTATIVE

- 1.1.1 The Entity reserves the right to change dates at any time. At the sole discretion of the Entity, events listed in Section 1 are subject to scheduling changes and cancellation. The Entity will make public any changes to the stated schedule.
- 1.1.2 All requests, questions, or other communication about this solicitation shall be made in writing and addressed to the Entity's Sole Point of Contact listed in Section 1. Only the Sole Point of Contact may be contacted regarding required elements for this IFB.
- 1.1.3 Respondent must review all documents and information in the *Exhibits* section and complete the required documents in the *Attachments* section and return with the signed bid sheet to the Entity's Sole Point of Contact.

SCHEDULE OF EVENTS + RESPONSE REQUIREMENTS

SCHEDULE OF EVENTS	
RFP NOTICE DATE:	October 1, 2024
VENDOR QUESTIONS DUE:	October 15, 2024, 5:00 PM CST
QUESTIONS ANSWERED BY:	October 22, 2024, 5:00 PM CST
PRE-PROPOSAL CONFERENCE: The Entity shall reject responses submitted by firms that do not attend the mandatory pre-proposal conference.	October 10, 2024 http://cityoflamarque.org/bidszoom
SITE VISIT: The Entity shall reject responses submitted by firms that do not attend the mandatory site visit.	If needed, will be scheduled.
PROPOSAL DUE DATE:	October 31, 2024, 10:00 AM CST
ESTIMATED AWARD DATE:	November 18, 2024, 6:00 PM CST
RESPONSE REQUIREMENTS	
QUESTIONS & ANSWERS ONLY – SOLE POINT OF CONTACT	

The Entity will allow written questions and requests for clarification of this solicitation. Questions must be submitted by email to the Sole Point of Contact listed below. Respondents' names will be removed from questions in any responses released.	
SOLE POINT OF CONTACT NAME:	City Clerk
ADDRESS:	1111 Bayou Road La Marque, TX 77568
EMAIL:	bids@cityoflamarque.org
PHONE:	409-938-9259
DELIVERY OF RESPONSE PROPOSAL – POINT OF CONTACT	
For digital delivery , the Subject Line should include Respondent's Name, RFP number, and time/due date of RFP and completed response and all attachments uploaded to the following point of contact:	
NAME:	-
TITLE:	City Clerk
DELIVERY POINT:	Bidsubmit.cityoflamarque.org
If mailed or hand-delivered , sealed proposals (an original and 3 copies) should be submitted on the original forms provided. Each response must be sealed and should be placed in a properly identified envelope with Respondent's Name, RFP number, and time/due date of RFP.	
For mail or hand-delivery , deliver response and all attachments to:	
NAME:	-
TITLE:	City Clerk
ADDRESS:	1111 Bayou Road LaMarque, TX 77568

1.2 SELECTION OF RESPONDENT(S)

- 1.2.1 The Entity intends to select Respondent(s) that best meet the needs of the Entity and that provide the best overall value. The Entity reserves the right to award multiple contracts from the finalist pool of successful Respondent(s). Respondents will be rated and ranked according to the evaluation criteria set forth below.
- 1.2.2 The Entity reserves the right to check references on any projects performed by the Respondent, whether provided by the Respondent or known by the Entity.
- 1.2.3 The Entity is not required to accept the lowest cost proposal.
- 1.2.4 See SECTION 4 – EVALUATION CRITERIA, for additional information on how Respondents will be evaluated and selected.

SECTION 2 – INTRODUCTION AND GENERAL CONDITIONS

2.1 GENERAL DESCRIPTION OF THE SCOPE OF WORK (SOW) – SEE SECTION 3 AND EXHIBIT A FOR SOW DETAILS

The Entity has received an allocation of SB224 Catalytic Converter Grant funds and is issuing an Invitation for Bids (IFB) for a general purchases and supplies contract. The item(s) are being solicited to assist the Entity in completing and implementing programs and/or projects funded with its allocation of grant funds.

This solicitation includes purchase of:

2.1.1 **General Description:** Purchase of One Law Enforcement Drone

2.1.2 The scope of work includes all labor, materials, goods and/or services necessary to provide the purchased items, including any installation specified in **Exhibit A**. The respondent shall submit a written copy of all warranty information prior to final acceptance by Entity.

2.1.3 **REFERENCED BRAND EXAMPLE:** Catalogs, brand names or manufacturer's references are descriptive only and indicate type and quality desired. Proposals on brands of like nature and quality will be considered. If proposing other than the referenced brands/model number, Respondent must show manufacturer, brand or trade name, product number and provide complete descriptive information of product offered and include with response. Failure to take exception to specifications or reference data will require Respondent to furnish specified brand names, numbers, etc.

2.2 CONSIDERATION OF AWARD

To be considered for award, Respondents must adhere to the requirements, when applicable to Vendors, as set forth in **Exhibit B**, the SB224 Catalytic Converter Grant Required Provisions, and provide all other required information and documentation as set forth in this solicitation.

2.3 CONTRACT AWARD

The Entity may award a Firm Fixed Price Contract. A Respondent's proposal must be responsive to this solicitation and include all required documents as instructed in the solicitation and listed in the *Solicitation Response Cover Sheet/Acknowledgement of Addenda/Submission Checklist* (**Attachment A**).

2.4 TERM OF PURCHASE CONTRACT

The Contract or Purchase Order shall be effective upon date of execution (signed by the Entity designee), shall contain terms and conditions for the purchase, including delivery date and delivery location, and shall expire upon delivery and final acceptance by the Entity. A sample contract is available for review at **Appendix I**.

2.5 BID ACCEPTANCE

2.5.1 Proposals must be received, time stamped or otherwise acknowledged before the specified hour and date. Late submittals WILL NOT be considered under any circumstances. The Entity will not be held responsible for any solicitation response that is mishandled prior to receipt by the Entity. The Entity will not be responsible for any technical issues that result in late delivery, inappropriately identified

documents, or other submission error that may lead to disqualification (including substantive or administrative) or nonreceipt of the respondent's response.

- 2.5.2 The Entity reserves the right to accept or reject any and all proposals, to accept any proposal deemed advantageous and to waive irregularity in the proposals. By submitting a response, the Respondent acknowledges and will adhere to all specifications as stated within this procurement packet.
- 2.5.3 Bids CANNOT be altered or amended after the due date. Any alterations made before the due time must be initialed by Respondent or authorized agent. No response may be withdrawn after due date without approval and based on a written acceptable reason.
- 2.5.4 The Entity reserves the right to revise or amend the specifications prior to the due date. Such revisions or amendments, if any, will be announced by amendments or addendums to these specifications. Copies of such amendments or addendums so issued will be posted to the Entity's bidding websites. If Respondent demonstrates just reason for a change, the Entity must have at least five (5) working days' notice prior to submission due date.
- 2.5.5 In the event that Respondent finds discrepancies in or omissions from the specifications or other documents or be in doubt as to their meaning, Respondent should at once notify the Entity Sole Point of Contact and obtain clarification prior to submitting a response.
- 2.5.6 All Respondents must meet or exceed the minimum specifications to be considered a valid response. The Entity reserves the right to accept or reject all or any part of any response, waive minor technicalities and award the contract either to the lowest responsible Respondent or to the Respondent who provides goods or services at the best value for the Entity.
- 2.5.7 The Respondent agrees to protect the Entity from claims involving infringement of patents or copyrights.

PROPRIETARY OR CONFIDENTIAL INFORMATION; TEXAS PUBLIC INFORMATION ACT: Any proprietary, trade secret, or otherwise confidential information Respondent includes in its Proposal must be clearly labeled as proprietary or confidential information, and Respondent must identify the specific exception to disclosure in the Public Information Act (PIA). Merely making a blanket claim that the entire Proposal is protected from disclosure because it contains some proprietary information is not acceptable and shall make the entire Proposal subject to release under the PIA. Any information which is not clearly identified as proprietary or confidential shall be deemed to be subject to disclosure pursuant to the PIA.

Information, documentation, and other material in connection with this Response or any resulting Contract may be subject to public disclosure under the Texas PIA, Chapter 552 of the Texas Gov't Code.

- 2.5.8 There is no guarantee a contract will be awarded. The Entity reserves the right to cancel this IFB at any time.
- 2.5.9 All proposals become public documents and are subject to public review (upon request and as allowed by law). The submission of an IFB response will constitute representation by the Respondent that it understands and has complied with the requirements of the IFB. Submission of a response indicates the IFB information provided was sufficient in scope and detail to convey understanding of anticipated terms and conditions for performance of the work.
- 2.5.10 IFB Respondents assume all costs of preparation of the proposal. IFB responses become the property of the Entity.

2.6 PROHIBITED COMMUNICATION

On issuance of this solicitation, except for the written inquiries described in Section 2.6 above, the Entity, its representative(s), or partners will not answer any questions or otherwise discuss the contents of this solicitation with any potential respondent. This restriction does not preclude discussions between affected parties for the purposes of conducting business unrelated to this solicitation. Failure to comply with these requirements may result in disqualification of respondent's solicitation response.

2.7 TERMINATION CONDITIONS

See Contract at **Appendix I** for Termination Conditions.

2.7.1 FAILURE TO ENTER INTO A CONTRACT

Should the Selected Respondent ("Vendor"), to whom the contract is awarded, fail to enter into a contract within twenty-one (21) business days, the Entity may then, at its option, retain the Vendor's bid deposit/bond (if required) and accept the bid of the next lowest responsible bidder.

SECTION 3 – SCOPE OF WORK/TECHNICAL SPECIFICATIONS

3.1 MINIMUM REQUIREMENTS

- 3.1.1 The selected Vendor shall have no convictions or civil judgments preceding nor thereafter this solicitation rendered against Respondent for 1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; 2) violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- 3.1.2 The selected Vendor shall not ever have been indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated above.
- 3.1.3 Where applicable, Vendor's staff must meet and maintain current certifications and or licensure requirements as mandated by state law or the appropriate licensing authority.
- 3.1.4 Vendor must not be debarred at the time of response submission, and prior to award of a contract, the System for Award Management (SAM.gov) and the Texas Comptroller's website will be checked to ensure Vendor is not debarred. If the Vendor is debarred, the Vendor's proposal will not be evaluated.

3.2 SCOPE OF SERVICES Construct

- 3.2.1 **The required products or services shall be provided in accordance with attached Exhibits:**
 - **Exhibit A:** Project Scope of Work
 - **Exhibit B:** Grant Required Provisions
 - **Exhibit C:** Other Relevant Information

- 3.2.2 **Work Orders**

During the term of any contract awarded, the Entity may request the Vendor to perform certain tasks as described in the scope, subject to a specific work order authorization. All work authorizations shall be in writing, signed by all parties, and shall include a scope of services, a list of tasks to be performed, a time schedule, a list of deliverables and such other information or special conditions as may be necessary for the work requested.

- 3.2.3 **Condition of Product:** New Equipment ONLY; NO re-manufactured or “gray market” items. All items must be covered by the manufacturer’s warranty. The unit(s) shall be made ready for continuous operation upon delivery. Respondent is cautioned that any unit delivered to the FOB point that does not meet specifications in every aspect will not be accepted.
- 3.2.4 **All Parts:** All parts not specifically mentioned which are necessary for the unit to be complete and ready for operation or which are normally furnished as standard equipment shall be furnished by the vendor. All parts shall conform in strength, quality, and workmanship to the accepted standards of the industry.
- 3.2.5 **Manuals:** Manuals containing illustrated parts list and operating and service instructions for the units shall be delivered with units. Manuals shall outline all necessary service and operating instructions for the units delivered and provide necessary warning and safety precautions.
- 3.2.6 **Warranty Requirements:** The units shall be warranted against defects in material and workmanship for a standard manufacturer’s warranty and shall cover 100% parts and labor for the units. Vendor shall furnish warranty and a list of warrantied repair companies to the Entity at time of delivery. The warranty begins on the date the units are determined to meet specifications and accepted by the Entity.

3.3 DELIVERY AND ACCEPTANCE

- 3.3.1 **Freight Charges:** Shipping shall be FOB destination; therefore, unit prices must include all shipping, handling, fuel surcharges, and delivery fees.
- 3.3.2 **Delivery Schedule:** Recommended delivery not to exceed sixty (60) calendar days from date of award; delivery terms may be a factor in determining award. Respondent must contact the Entity point of contact to schedule delivery date and time. Respondent shall provide a minimum forty-eight (48) hours’ notice prior to delivery.

3.4 DELIVERY CONTACT(S): Respondent shall contact the Entity for delivery a minimum of one (1) week in advance to coordinate delivery.

Delivery Contact Name:	City Clerk
Phone:	409-938-9259
Email:	bids@cityoflamarque.org

3.5 REGISTRATION AND TITLING (when applicable): Permanent registration and titling will be performed by the Entity. **DO NOT REGISTER ITEM.** Respondent shall supply, as applicable, dealer’s tag for item for sixty (60) days from date of delivery. The original Certificate of Origin (COO) or Manufacturer’s

Statement of Origin (MSO) as well as the most current version of TXDMV Form 130U or Application for Texas Title with signature shall be submitted with an invoice to the Entity.

3.6 DELIVERY DELAYS: If delay is foreseen, Respondent shall give written notice to the Entity and must keep the Entity advised of status of order at all times. Default in promised Delivery Days After Receipt of Order (ARO) without accepted reasons or failure to meet specifications authorizes the Entity to cancel contract/Purchase Order.

3.7 COMPLIANT PRODUCTS: Delivery does not occur until the Respondent delivers products, materials, or services in full compliance with the specifications to Entity's FOB destination, unless delivery is specifically accepted, in whole or in part, by the Entity. Providing products, materials, or services which do not meet all specification requirements does not constitute delivery. Entity reserves the right to require new delivery or a refund in the event that materials or products not meeting specifications are discovered after payment has been made. **NO SUBSTITUTIONS PERMITTED WITHOUT WRITTEN APPROVAL OF THE ENTITY.**

3.8 ACCEPTANCE: All equipment ordered will be subject to acceptance inspection and performance testing upon receipt. Acceptance inspection and performance testing will not take more than five (5) working days, weather permitting. Respondent will be notified within this time frame of any units not delivered in full compliance with the purchase order specifications. In the event the goods tested fail to meet or exceed all conditions and requirements of the solicitation and Contract, the goods will be rejected in whole or in part, at the State's Entity's option, and returned to the Vendor or held for disposition at the Vendor's expense. Latent defects may result in cancellation of the Contract at no expense to the Entity.

3.9 RECORD KEEPING

3.9.1 Respondents shall provide, enter, or upload all documentation, communications, and records including all permits, certifications, warranties, and approvals regarding all provided services/products as instructed by the Entity.

3.9.2 Respondents shall maintain records of all events that affect, or may be expected to affect the quality, scope, or progress of the services. All records shall be retained for a period of **five (5) years** following the closeout of the Entity's federal grant.

3.9.3 Insurance

3.9.3.1 If applicable, an original, certified copy of an Insurance Certificate listing the Entity as additional insured, must be submitted with the Respondent's submittal (**see Attachment E for requirements**). The successful Respondent will be required to maintain at all times during performance of the Contract, the insurance detailed below.

3.9.3.2 Workers' Compensation Insurance

3.9.3.3 Employers' Liability Insurance

3.9.3.4 Comprehensive General Liability Insurance

3.9.3.5 Excess Liability Insurance, Comprehensive General Liability Insurance, Comprehensive Automobile Liability Insurance

3.10 TERMS AND CONDITIONS

- 3.10.1 **Indemnity Clause** – The Respondent agrees to indemnify and save harmless the Entity and its officers, agents, and employees from any and all claims, causes or action, and damages of every kind, for injury to or death of any person and damages, to property arising out of or in connection with the work done by Respondent under this contract, and including acts or omissions of the Entity or its officers, agents, or employees in connection with said contract.
- 3.10.2 **Equal Opportunity Employer** – The successful Respondent shall warrant and agree that he/she is an Equal Opportunity Employer. Should complaints of any form of discrimination, either in dispensation of the service, or within company hiring policies be substantiated, this contract may be terminated immediately.
- 3.10.3 **Assignment** – The successful Respondent may not assign, sell, or otherwise transfer this contract without prior written consent of the Entity.
- 3.10.4 **Compliance with Laws** – The Respondent 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.
- 3.10.4.1 Additionally, all applicable local government codes for the State of Texas also apply to this contract. All equipment, supplies and work furnished under this contract shall comply with applicable laws, ordinances, and regulations. Respondent shall obtain and pay for such permits and inspections as are required for the legal performance of this work, unless otherwise specified. Respondent shall comply with all federal and state laws and Entity's ordinances and codes applicable to the Respondent's operation under this contract. These specifications and the contract resulting here shall be fully governed by the laws of the State of Texas and shall be fully performable in Galveston County, Texas, where venue for any proceeding arising hereunder will lie.
- 3.10.5 **Silence of Specifications** – The apparent silence of specifications as to any detail, or the apparent omission from it or a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality shall be used. All interpretations of specifications shall be made on the basis of this statement. The Respondent should request clarification from the Entity as specified in this document.

SECTION 4 – EVALUATION CRITERIA

4.1 RESPONSIVENESS OF QUALIFICATIONS SUBMISSION:

Pass/Fail

Qualifications submission shall be responsive to all material requirements that shall enable the evaluation committee to evaluate responses in accordance with the evaluation criteria to make a recommendation to Officials of the Entity.

4.2 FINANCIAL STABILITY OF RESPONDENT:

Pass/Fail

Financial stability of the Respondent to successfully undertake the project and the ability to ensure performance over the duration of the contract.

4.3 TECHNICAL REQUIREMENTS:

100 Points Total

Extent to which the provided service or products meets the needs of the Entity, including, but not limited to, the criteria in the evaluation matrix and in the submission requirements section and as expressed in this document.

4.4 EVALUATION CRITERIA AND RATING SHEET:

Solicitation responses shall be evaluated in accordance with Part 200 of the Uniform Administrative Requirements, Cost Principles, Audit Requirement, and Chapter 2269 of the Texas Government Code. The Entity will make the selection on the basis of demonstrated competence and qualifications; and to a Respondent that provides a fair and reasonable price.

The Entity evaluates the responses, prepares a Bid Tabulation sheet, determines the award on the basis of fair and reasonable pricing considered to be the Best Value to the Entity.

Only responses submitted in compliance with the **Schedule of Events + Response Requirements** section and meeting qualifications will be considered. Failure to submit the required information may be cause for rejection of the bid response. The Entity reserves the right to waive informalities and minor irregularities in bids received.

Initial Compliance Screening

The Entity will perform an initial screening of all solicitation responses received. Unsigned solicitation responses, and solicitation responses that do not meet the minimum qualifications above and/or do not include all required forms and information may be subject to rejection without further evaluation.

Additional Evaluation Criteria

All solicitations will be evaluated based on Responsiveness and Price. Responsiveness means adhering to the Terms and Conditions and specifications of the supplies requested. If Respondent(s) who has the lowest price is deemed to be non-responsive, Entity will disqualify the offer and evaluate the response of the next lowest priced responsive Respondent.

Evaluation Process: The Entity's Evaluator(s) completes a Rating Sheet using the criteria described below. The bid submitted must be a firm-fixed price.

Rating Sheet

EVALUATION CRITERIA	SCORE
Responsiveness of Proposal	Pass/Fail
Financial Stability	Pass/Fail
Understanding of Work; Experience and Qualifications	20
Capacity to Perform, Delivery/Service Schedule, and References	20
Pricing	60

TOTAL SCORE	100
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SECTION 5 – RESPONSE SUBMISSION REQUIREMENTS

This section details the requirements for submitting all required information. Respondents are advised to see Schedule of Events + Response Requirements on Page 4 of this document, and to carefully review all the requirements and submit all documents and information as indicated in this IFB. Additional information may be requested for clarification. Incomplete responses may lead to a submission being deemed nonresponsive and will not be considered.

To ensure some degree of uniformity in the submission, please follow the outline listed below.

5.1 STATEMENT OF INTEREST

The statement of interest should be limited to a maximum of two (2) pages and must include a brief introduction of the company, a statement of the Respondent's understanding of the work to be performed and that the company meets and will comply with the requirements set forth in this document.

5.2 EXPERIENCE AND RELEVANT QUALIFICATIONS

Respondent shall demonstrate related professional qualifications, experience, and knowledge similar to this scope of work. Response should include information similar in scope and size to the scope of work in this IFB. Limit to four (4) pages. Minimum submission shall address the following:

5.2.1 Experience – Respondents shall provide a concise narrative description of their firm's experience in services similar in size and scope to the requested scope of services. Describe any work performed in or for the Entity. Respondents shall provide descriptions of at least three (3) projects of similar size and scope to this Program. Projects should include project location, duration and project description and scope of work the Respondent performed.

5.2.2 Relevant Qualifications – Respondents must provide a brief summary to include total number and types of employees, skills, knowledge and abilities, company background history, and number of years in providing similar services as outlined in this document.

5.3 CAPACITY TO PERFORM

Respondent should state its firm commitment to provide goods or services within the prescribed delivery date and time.

5.3.1 Work Capacity: Respondent shall provide information to demonstrate capacity to perform requested work. Respondents shall provide a detailed typical schedule to show sequence of key work activities and the number of days to complete each task.

5.3.4 If applicable, **Bonding Capacity:** Respondent(s) shall provide proof of bonding capacity in a statement addressed to the Entity from a certified bonding company authorized to do business in the State of Texas. The letter must clearly state the amount of Firm's bonding capacity to be reserved for the Entity's projects. Firm shall carry a minimum bonding capacity of the project value upon execution of the Contract. The bond(s) must be made payable to the Entity. In your response,

please provide a statement regarding your ability to provide proof of bonding as directed in the Exhibits that follow.

5.4 FINANCIAL STABILITY

Respondent shall provide a statement that includes the following:

- 5.4.1 A full disclosure of any events, liabilities, or contingent liabilities that could affect Respondent's financial ability to perform this contract; and
- 5.4.2 Other financial information sufficient for the Entity, in its sole judgement, to determine if Respondent is financially solvent or adequately capitalized.

5.5 LEGAL ACTIONS

Provide a list of all pending litigation and include a brief description of the reason for legal action (if applicable).

5.6 PRICING

- 5.6.1 Respondents shall complete and submit the Pricing Sheet (see **Attachment B**).
- 5.6.2 Prices for all goods and/or services shall be all inclusive. Pricing offered shall be valid for ninety (90) days from response due date.
- 5.6.3 The Entity is exempt from taxes. DO NOT INCLUDE TAX IN YOUR PRICING SUBMITTAL.
- 5.6.4 Estimated Quantities – Quantities indicated are estimated based upon the best available information. The Entity reserves the right to increase or decrease the quantities by any amount deemed necessary to meet its needs without any adjustments in the bid price.

LIST OF EXHIBITS

EXHIBIT A PROJECT SCOPE OF WORK

EXHIBIT B REQUIRED CONTRACT PROVISIONS

EXHIBIT C OTHER RELEVANT INFORMATION/SPECIAL
CONDITIONS

EXHIBIT A – PROJECT SCOPE OF WORK

The City of La Marque is considering the purchase of one unmanned aircraft (drone) for should be capable of achieving sustained minimum flight times of 30 – 50 minutes, able to video record, and support thermal cameras, lighting, etc. The drone should be capable of remote landing, autonomous flight, quick deployment, obstacle avoidance, water resistant, and tether compatible. The drone should be capable of cellular connection, multiband connectivity, and remote connectivity through connected browsers. The drone should have the ability to model 3D images from captured data.

All prices must include all shipping, handling, fuel surcharges, and delivery fees.

Item	Description	Quantity	Unit of Measure
1	UAV Drone	1	1
2	Spare Propellers	1	1
3	UAV Charger	1	1
4	IR Filter	1	1
5	Spotlight	1	1
6	Battery	2	1
7	3D Scan Software	3 years	1
8	UAV Drone Warranty	3 Years	1
9	UAV Cellular Service	3 Years	1
10	UAV Training – Online or in-person	1 years	1
11	DELIVERY LOCATION:	431 Bayou Road, La Marque, Texas 77568	
12	DELIVERY SCHEDULE:	60 Calendar Days	

EXHIBIT B – GRANT 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
	2 CFR 200 Appendix II (A-L)		
>\$250,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908 , must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.	2 CFR 200 APPENDIX II (A)	Contractor RFP/IFB Contractor RFQ Subrecipients
>\$10,000	All contracts in excess of \$10,000 must address termination for cause and for convenience by the Non-Federal entity including the manner by which it will be affected and the basis for settlement.	2 CFR 200 APPENDIX II (B)	Contractor RFP/IFB Contractor RFQ Subrecipients
None	Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." 41 CFR 60-1.4 Equal opportunity clause. (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: 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: During the performance of this contract, the contractor agrees as follows: (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and	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
	selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin. (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information. (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. (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. (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. (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. (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: 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. 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		

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. 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. 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.		
>\$10,000,000 for Grant but State Provision Applies at any amount and/or >\$2,000 for CDBG/Braided Funds Projects See TX Prevailing Wage Laws	Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$10,000,00 awarded by Non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The Non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The Non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Non-Federal entity must report all suspected or reported violations to the Federal awarding agency.	2 CFR 200 APPENDIX II (D)	Contractor RFP/IFB Subrecipients
>\$100,000	Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the Non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is	2 CFR 200 APPENDIX II (E)	Contractor RFP/IFB Subrecipients

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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 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open 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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	See 2 CFR §200.323 - Procurement of Recovered Materials. 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. 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. 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— 1. Competitively within a timeframe providing for compliance with the contract performance schedule; 2. Meeting contract performance requirements; or 3. At a reasonable price. ii. Information about this requirement, along with the list of EPA-designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program. iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the “Solid Waste Disposal Act.”	2 CFR 200 APPENDIX II (J)	Contractor RFP/IFB Contractor RFQ Subrecipients
	See 2 CFR §200.216 - Prohibition on certain telecommunications and video surveillance services or equipment (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (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). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (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	2 CFR 200 APPENDIX II (K)	Contractor RFP/IFB Contractor RFQ Subrecipients

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	owned or controlled by, or otherwise connected to, the government of a covered foreign country. (b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. (c) See Public Law 115-232, section 889 for additional information. (d) See also § 200.471.		
	See 2 CFR §200.322 - Domestic Preferences for Procurements. (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. (b) For purposes of this section: (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. (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.	2 CFR 200 APPENDIX II (L)	Contractor RFP/IFB Contractor RFQ Subrecipients
	Additional 2 CFR 200 references & Other Regulations		
None	The Federal awarding agency must establish conflict of interest policies for Federal awards. The Non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.	2 CFR 200.112	Contractor RFP/IFB Contractor RFQ Subrecipients
None	Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms. (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. (b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;	2 CFR 200.321	Contractor RFP/IFB Contractor RFQ Subrecipients

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	(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.		
>\$10,000	An NFE (Non-Federal Entity) that is a state agency or an agency of a political subdivision of a state, and the NFE's contractors must comply with Section 6002 of the Solid Waste Disposal Act. Applicable NFEs must include a contract provision requiring compliance with this requirement. This includes contracts awarded by a state agency or political subdivision of a state and its contractors for certain items, as designated by the EPA, with a purchase price greater than \$10,000. Indian Tribal Governments and nonprofit organizations are not required to comply with this provision. Additional requirements are listed below.	2 CFR 200.323	Contractor RFP/IFB Contractor RFQ Subrecipients
None	Financial records, supporting documents, statistical records, and all other Non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon Non-Federal entities. All records related to Grant shall be maintained for 5 years per the Grant terms, conditions, and regulations. The only exceptions are the following: (a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. All records related to Grant shall be maintained for 5 years per the Grant terms, conditions, and regulations. (b) When the Non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period. (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition. All records related to Grant shall be maintained for 5 years per the Grant terms and conditions and regulations. (d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the Non-Federal entity All records related to Grant shall be maintained for 5 years per the Grant terms and conditions and regulations. All records related to Grant shall be maintained for 5 years per the Grant terms, conditions, and regulations. (e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the Non-Federal entity's fiscal year in which the program income is earned. (f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting	2 CFR 200.334	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors

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	computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates). (1) <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. All records related to Grant shall be maintained for 5 years per the Grant terms, conditions, and regulations. (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. All records related to Grant shall be maintained for 5 years per the Grant terms, conditions, and regulations.		
None	The Federal awarding agency and the Non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the Non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not 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.	2 CFR 200.336	Contractor RFP/IFB Contractor RFQ Subrecipients
None	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.	Texas Government Code 2252.152	Contractor RFP/IFB Contractor RFQ Subrecipients
>\$100,000	PROVISION REQUIRED IN CONTRACT. (a) This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.	Texas Government Code 2271	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
For Critical Infrastructure Projects	PROHIBITION ON CONTRACTS WITH CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE. PROHIBITED CONTRACTS. (a) A governmental entity may not enter into a contract or other agreement relating	Texas Government Code, Title 10, Subtitle F, Chapter 2274.0102	Subrecipients EC 6.1 Awardees

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	to critical infrastructure in this state with a company: (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 (2) if the governmental entity knows that the company is: (A) owned by or the majority of stock or other ownership interest of the company is held or controlled by: (i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; or (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 (B) headquartered in China, Iran, North Korea, Russia, or a designated country. (b) The prohibition described by Subsection (a) applies regardless of whether: (1) the company's or its parent company's securities are publicly traded; or (2) the company or its parent company is listed on a public stock exchange as: (A) a Chinese, Iranian, North Korean, or Russian company; or (B) a company of a designated country.		
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
Grant Terms & Conditions			
Grant Terms, Conditions, & Records	1. Use of Funds. a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing. 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.	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
Grant 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
Grant 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.	Subrecipients

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		117-2; Section 602(b), 603(b) and/or 603(c) as applicable	
Grant Terms, Conditions, & Records	4. Maintenance of and Access to Records 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. 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. 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.	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
Grant Terms, Conditions, & Records	5. Pre-award Costs. Pre-award costs, as defined in 2 CFR § 200.458, may not be paid with funding from this award.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
Grant Terms, Conditions, & Records	6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.	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
Grant Terms, Conditions, & Records	7. Cost Sharing. Cost sharing or matching funds are not required to be provided by 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
Grant Terms, Conditions, & Records	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.	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
Grant Terms, Conditions, & Records	9. Compliance with Applicable Law and Regulations. 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. b. Federal regulations applicable to this award include, without limitation, the following: 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	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

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	exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award. ii. Universal Identifier and System for Award Management (SAM), 2 CFR Part 25, pursuant to which the award term set forth in Appendix A to 2 CFR Part 25 is hereby incorporated by reference. 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. 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. 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. vi. Governmentwide Requirements for Drug-Free Workplace, 31 CFR Part 20. vii. New Restrictions on Lobbying, 31 CFR Part 21. viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations. ix. Generally applicable federal environmental laws and regulations. c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following: i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury’s implementing regulations at 31 CFR Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance; ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability; iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance; iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury’s implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and 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.		
Grant Terms, Conditions, & Records	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.	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
Grant Terms, Conditions, & Records	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.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c)	Subrecipients

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		as applicable	
Grant 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
Grant 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
Grant 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
Grant 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
Grant 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	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
	management; v. An authorized official of the Department of Justice or other law enforcement agency; vi. A court or grand jury; or vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct. 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.		
Grant 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
Grant 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 C – OTHER RELEVANT INFORMATION/SPECIAL CONDITIONS

Attach any relevant specifications, e.g., municipal/state code specifications, etc., that will be applicable to this purchase.

ATTACHMENTS

THE FOLLOWING DOCUMENTS MUST BE COMPLETED AND INCLUDED IN THE RESPONSE PACKAGE:

1. ATTACHMENT A SIGNED SOLICITATION RESPONSE COVER SHEET/ACKNOWLEDGEMENT OF ADDENDA/SUBMISSION CHECKLIST
2. ATTACHMENT B PRICING SHEET
3. ATTACHMENT C SYSTEM FOR AWARD MANAGEMENT (SAM.GOV) RECORD SEARCH
4. ATTACHMENT D CUSTOMER/CLIENT REFERENCES
5. ATTACHMENT E CERTIFICATE OF INSURANCE (IF APPLICABLE)
6. ATTACHMENT F ETHICS AND CONFLICT OF INTEREST ACKNOWLEDGEMENT (OPTIONAL)
8. ATTACHMENT G TEXAS ETHICS COMMISSION CERTIFICATE OF INTERESTED PARTIES (FORM 1295)
9. ATTACHMENT H CONFLICT OF INTEREST QUESTIONNAIRE (FORM CIQ)
10. ATTACHMENT I DISCLOSURE OF LOBBYING ACTIVITIES SF-LLL CERTIFICATION
11. ATTACHMENT J BIDDER'S CERTIFICATION
12. ATTACHMENT K NON-COLLUSION AFFIDAVIT

ATTACHMENT A:

SOLICITATION RESPONSE COVER SHEET/ACKNOWLEDGMENT OF ADDENDA/SUBMISSION CHECKLIST

Title of Solicitation:	
Name of Respondent:	
Company:	
Mailing Address:	
City, State, Zip:	
Phone Number:	
Company Contact Email Address:	
Texas Vendor ID Number:	
EIN/Federal Tax Identification Number:	

ACKNOWLEDGEMENT OF ADDENDA

ADDENDUM NO.	DATE ISSUED

☐ Please check this box if no addenda were issued.

ATTACHMENT A (CONTINUED)

SOLICITATION RESPONSE COVER SHEET/ACKNOWLEDGMENT OF ADDENDA/ SUBMISSION CHECKLIST

This checklist is provided for the Respondent's use in assuring compliance with required documentation; however, it does not include all specification requirements and does not relieve the Respondent of the need to read and comply with the specifications. Your submittal of the documents attests to the fact that you have read and/or included the documents with your response.

SUBMISSION CHECKLIST

CHECK FOR COMPLETION	DOCUMENTS REQUIRED FOR SUBMISSION
☐	A. Solicitation Response Cover Sheet/Acknowledgement of Addenda/Submission Checklist
☐	B. Pricing Sheet
☐	C. System for Award Management (SAM.gov)
☐	D. Customer/Client References
☐	E. Certificate of Insurance
	F. Ethics and Conflict of Interest Acknowledgement (Optional)
N/A	G. Texas Ethics Commission Certificate of Interested Parties (Form 1295) (This is a sample and is only required to be completed by the Respondent selected for award.)
☐	H. Conflict of Interest Questionnaire (Form CIQ)
☐	Please check this box if the Respondent does not identify a conflict of interest and therefore, will not be submitting the Conflict of Interest Questionnaire Form CIQ.
☐	I. Disclosure of Lobbying Activities SF-LLL Certification (Required for all bids exceeding \$100,000)
☐	Please check this box if the bid does not exceed \$100,000.
☐	J. Bidder's Certification
☐	K. Non-Collusion Affidavit
☐	

The Respondent's authorized agent must sign this document to acknowledge having read this solicitation carefully and completely, including the list of addenda, and that the information submitted is true and correct.

AUTHORIZED AGENT NAME:	
AUTHORIZED SIGNATURE:	
TITLE OF AUTHORIZED AGENT:	
DATE OF SIGNATURE:	

ATTACHMENT B: PRICING SHEET

Respondent shall complete and submit the following pricing sheet with the bid response package. The Entity reserves the right to make an award on the basis of low bid in the interest of the Entity and to reject any and all bid items in the sole discretion of the Entity.

ITEM	DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENSION
1	Entity should enter the description and quantity of the services/products as contained in the Scope of Work in Exhibit A			\$	\$
2				\$	\$
3				\$	\$
4				\$	\$
5				\$	\$
TOTAL FIRM FIXED PRICE					\$
6	DELIVERY – Number of calendar days for delivery after receipt of the order:			XX calendar days	
Name of Firm:					
IFB #:					
IFB Name:					

AUTHORIZED AGENT – SIGNATURE AND CONTACT INFORMATION

The Respondent's authorized agent must sign this document to acknowledge they read this solicitation carefully and completely, and the information submitted is true and correct.

SIGNATURE OF AUTHORIZED AGENT:	
PRINTED NAME OF AUTHORIZED AGENT:	
TITLE OF AUTHORIZED AGENT:	
DATE OF SIGNATURE:	

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

This project is funded by Coronavirus State and Local Fiscal Recovery Funds which requires all contractors and vendors to be in good standing according to SAM.gov and the Texas State Comptroller's office.

Verification of SAM.gov Status

1. Respondent must not be suspended or debarred at the time of the proposal submittal. The proposal response package must include a completed Non-Debarment Certification Form located **on the next page** herein.
2. All Respondents must be pre-vetted for eligibility to perform the outlined Grant funded scope of work. A printed screenshot from the SAM.gov website verifies whether the Vendor is excluded from contract participation at the federal level.

Contract Award

The Grant Award Recipient must verify the SAM.gov status of the Respondent(s) selected for contract award prior to execution of the contract as stated in the Non-Debarment Certification Form. The final verification of the Respondent's SAM.gov status is completed prior to contract award, and in addition to the initial verification documentation provided with the proposal response submittal.

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

NON-DEBARMENT CERTIFICATION FORM

COMPANY/ENTITY LEGAL NAME:

STREET ADDRESS:

CITY:

STATE:

ZIP:

CONTACT NAME:

CONTACT EMAIL:

CONTACT PHONE:

*UEI #

**TIN #

*Subrecipients are required to have a Unique Entity Identifier (UEI) Number prior to an award. All entities must be pre-vetted for eligibility/ability to perform the outlined Grant 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. **Beneficiary Entities are required to have UEI and/or TIN.

APPLICABLE REGULATIONS: As stated in the Grant/SLFRF Terms & Conditions: "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."

Also, Federal Executive Order (E.O.) 12549: "Debarment" 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: www.sam.gov

Be advised that we may pursue available remedies per 2 CFR 180.360 as an Grant recipient entity: "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."

[INITIAL]

CERTIFICATION & SIGNATURE

We hereby certify that we are not excluded, disqualified, or debarred from receiving federally funded awards.

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 this agreement's termination and/or the repayment of funds.

Your signature certifies that the information provided on this form is correct and 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.

SIGNATURE

PRINTED NAME & TITLE

DATE

FOR DEPARTMENT USE ONLY

SAM Debarment/Certification Record of Clearance

Yes [] No []

Note:

State of Texas Debarred Vendor List Cleared

Yes [] No []

Note:

Verified By:

Yes [] No []

Date:

ATTACHMENT D: CUSTOMER/CLIENT REFERENCES

Respondents shall use Attachment D to describe a minimum of three (3) and maximum of five (5) references for jobs, and corresponding references, completed within last five (5) years.

Respondent's Name: _____

The references shall illustrate recent experience successfully completing work of a similar nature and scope as the work described in this IFB. This form may be modified as needed to comply with the requirement to document company information. ***Failure to return this attachment (or a reasonable facsimile) may result in the proposal being considered non-responsive. Failure to provide references may result in the proposal being considered non-responsive.***

REFERENCE 1:

Company Name:	
Company Address:	
Contact Name/Title/Phone:	
Contact Email:	
Contract Award Date:	
Contract Completion Date:	
Contract Project Name:	
Brief Description of Services:	

REFERENCE 2:

Company Name:	
Company Address:	
Contact Name/Title/Phone:	
Contact Email:	
Contract Award Date:	
Contract Completion Date:	
Contract Project Name:	
Brief Description of Services:	

REFERENCE 3:

Company Name:	
Company Address:	
Contact Name/Title/Phone:	
Contact Email:	
Contract Award Date:	
Contract Completion Date:	
Contract Project Name:	
Brief Description of Services:	

REFERENCE 4:

Company Name:	
Company Address:	
Contact Name/Title/Phone:	
Contact Email:	
Contract Award Date:	
Contract Completion Date:	
Contract Project Name:	
Brief Description of Services:	

REFERENCE 5:

Company Name:	
Company Address:	
Contact Name/Title/Phone:	
Contact Email:	
Contract Award Date:	
Contract Completion Date:	
Contract Project Name:	
Brief Description of Services:	

ATTACHMENT E: CERTIFICATE OF INSURANCE
(PROPOSAL RESPONDER SUPPLIES INSURANCE WITH THE PROPOSAL PACKAGE)

INSURANCE REQUIREMENTS

If requested, the Respondent shall supply an original, certified copy of an insurance certificate listing **the Entity** as additional insured. The successful Respondent will be required to maintain, at all times during performance of the contract, the insurance detailed below. Failure to provide this insurance certificate within the specified amount of time may result in disqualification of bid.

- a. Workers' Compensation Insurance as required by laws and regulations applicable to and covering employees of Contract engaged in the performance of the work under this agreement with a limit of not less than \$1,000,000.00.
- b. Employers' Liability Insurance protecting Responder against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master-servant relationship with a limit of not less than \$1,000,000.00.
- c. Comprehensive General Liability Insurance including products/completed operation with limits of liability of not less than: Bodily Injury \$1,000,000.00 per each person, \$2,000,000.00 per each occurrence/aggregate; Property Damage \$1,000,000.00 per each occurrence;
- d. Excess Liability Insurance Comprehensive General Liability, Comprehensive Automobile Liability and coverages afforded by the policies above, with the minimum limits of \$_____ excess of specified limits.

ATTACHMENT F: ETHICS AND CONFLICT OF INTEREST ACKNOWLEDGEMENT

Public servants are expected to conduct themselves impartially and in a manner that inspires public confidence, while ensuring that responsible contractors have fair and equal access to governmental procurement.

The City of XXX/XXX County is committed to protection of government integrity, while also facilitating the recruitment and retention of the skilled personnel necessary to support its operations. To achieve this objective, The City of XXX/XXX County has established standards of ethical conduct and conflict of interest policies and expects all vendors, contractors, and subrecipients to adhere to the same core principles as described below.

To achieve these standards, it is essential that those doing business with the City of XXX/XXX County also observe the ethical standards prescribed here.

I acknowledge that it is a breach of ethics to attempt to influence any public employee, elected official, or department head to violate the standards of ethical conduct set forth in this code.

I further acknowledge that it is a breach of ethics for any employee of City of XXX/XXX County or a vendor doing business with the City of XXX/XXX County to participate directly or indirectly in a procurement when the employee or vendor knows that:

- A. The employee or any member of the employee's immediate family or household has a substantial financial interest in a company responding to a City of XXX/XXX County procurement.
- B. A business or organization in which the employee or any member of the employee's immediate family has a financial interest pertaining to the procurement.

I understand that it is a breach of ethics to offer, give, or agree to give any employee of City of XXX/XXX County, or for any employee to solicit, demand, accept, or agree to accept from a vendor, a gratuity of consequence or any offer of employment in connection with any decision, approval, disapproval, recommendation, preparation, or any part of a program requirement or purchase request influencing the content of specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or controversy, any particular matter pertaining to any program requirement, contract or subcontract, or to any solicitation or proposal therefore pending before City of XXX/XXX County.

I acknowledge that it is a breach of ethics for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for City of XXX/XXX County as an inducement for the award of a contract or order.

I certify that I have read and understand the ethical standards set forth by City of XXX/XXX County and agree to comply with them in all business dealings with the City of XXX/XXX County.

SIGNATURE, VENDOR AUTHORIZED REPRESENTATIVE

COMPANY

PRINTED NAME, TITLE

DATE

(TO BE COMPLETED BY THE AWARDED VENDOR PRIOR TO CONTRACT EXECUTION)

Form provided by Texas Ethics Commission

ATTACHMENT H: CONFLICT OF INTEREST QUESTIONNAIRE (FORM CIQ)

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.	OFFICE USE ONLY 	
1 Name of vendor who has a business relationship with local governmental entity.		
2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
3 Name of local government officer about whom the information is being disclosed. Name of Officer		
4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary. A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor? ☐ Yes ☐ No B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity? ☐ Yes ☐ No		
5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.		
6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).		
7 Signature of vendor doing business with the governmental entity Date		

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

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

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

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

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

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

- (2) the vendor:

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

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

or

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

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

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

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

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

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

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

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

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

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

- (1) the date that the vendor:

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

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

- (2) the date the vendor becomes aware:

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

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

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

ATTACHMENT I: DISCLOSURE OF LOBBYING ACTIVITIES
SF-LLL 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 of Lobbying Activities," in accordance with its instructions.
- (c) The undersigned shall require that the language in paragraphs (a) and (b) 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, _____ (insert business name), 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	
NAME OF AUTHORIZED AGENT	
TITLE OF AUTHORIZED AGENT	
DATE	

DISCLOSURE OF LOBBYING ACTIVITIES – INSTRUCTIONS

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

1. Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. Status of Federal Action: ☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award	3. Report Type: ☐ a. initial filing ☐ b. material change
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, <i>if known</i> : Name: Street Address: City, State, Zip: Congressional District, if known:		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Name: Street Address: City, State, Zip: Congressional District, if known:
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, <i>if applicable</i> : _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10a. Name and Address of Lobbying Registrant Name (First, MI, Last): Street Address: City, State, Zip:	10b. Individuals Performing Services <i>(including address if different from No. 10a)</i> Name (First, MI, Last): Street Address: City, State, Zip:	
11. Information requested through this form is authorized by Title 31 U.S.C., Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
Signature: _____ Name: _____ Title: _____ Telephone: _____ Date: _____		
Federal Use Only		Authorized for Local Reproduction Standard Form – LLL (Rev. 7-97)

ATTACHMENT J: BIDDER'S CERTIFICATION

In accordance with Texas Government Code Sections 2252.001 through 2252.004 (relating to bids by nonresident contractors), the pertinent portion of the Act has been extracted and is as follows:

1. "Nonresident bidder" refers to a person who is not a resident.
2. "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the greater of the following:

1. the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located; or
2. the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which a majority of the manufacturing relating to the contract will be performed.

I certify that _____ (Company Name) is a

☐ **Resident bidder of Texas** as defined in Section 2252.001(4), Texas Government Code,

OR

☐ **Nonresident bidder** as defined in Section 2252.001(3), Texas Government Code, and our principal place of business is located at _____ (City and State).

Note: If the Respondent is an out-of-state company, a Certificate of Authority from the Secretary of State to do business in Texas must be provided.

SIGNATURE	
NAME OF AUTHORIZED AGENT	
TITLE OF AUTHORIZED AGENT	
DATE	

ATTACHMENT K: NON-COLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT

STATE OF TEXAS §
 §
COUNTY OF _____ §

By the signature below, the signatory for the bidder certifies that neither he/she 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 _____ on
the _____ day of _____, 20_____ on behalf of said bidder.

Notary Public in and for the
State of Texas

My commission expires: _____

APPENDIX I – SAMPLE CONTRACT

Bids & Proposals
INVITATION TO BIDDERS
LM 24-16

Sealed Bids will be received at bidsubmit.cityoflamarque.org until 10:00 A.M., Thursday October 31, 2024. Bids will be publicly opened and read in the Council Chambers (next door to City Hall) , 1109-B Bayou Road at 11:30 a.m., for Pothole Trailer. Bids must be submitted to bid-submit.cityoflamarque.org and titled "LM 24-16 Pothole Trailer".

All Bids shall be accompanied by a cashier's or certified check upon a national or state bank in the amount of five percent (5%) of the total maximum bid price payable without recourse to the City of La Marque, Texas, or a bid bond in the same amount from a reliable surety company, as a guarantee that bidder will enter into a Contract. The notice of award of Contract shall be given by the Owner within sixty (60) days following the opening of bids. Bid security will be returned to the respective bidders within ten (10) days after bids are opened, except those checks or bonds which the Owner elects to hold until the successful bidder has executed the Contract. Thereafter, the remaining checks, including security of successful bidder, will be returned within five (5) days. Remaining bid bonds will not be returned unless requested by Bidder.

The successful bidder must furnish Performance Bond and Payment Bond upon the forms which are attached hereto in the amount of one hundred percent (100%) of the contract price within 15 days after receipt of the contract documents. Payment and performance bonds shall be issued from sureties with a minimum "A" or "A-" rating from Best's Key Rating Guide and who are licensed by the Texas Department of Insurance to do business in Texas and to issue said bonds. The bonds must be signed by an authorized representative of the surety and licensed by the State Board of Insurance.

Specifications and proposal documents may be secured by bids.cityoflamarque.org.

In conformance with all applicable statutes, the general prevailing wage rates in the locality in which the work is to be performed have been ascertained, and such rates shall be the minimum paid for labor employed upon this project.

The City reserves the right to reject any or all Bids and to waive informalities in bidding. In case of ambiguity or lack of clearness in stating the prices in any bid, the City reserves the right to consider the most advantageous construction thereof, or to reject the bid. The award will be made to the responsible bidder submitting the lowest acceptable bid.

Contractors are urged to make a "good faith effort" to utilize local La Marque business for project participants through subcontracts and/or suppliers.

A Non-Mandatory Pre-Bid Conference for prospective bidders, suppliers, etc., will be held 10:00 a.m. on October 10, 2024 in person at 1109-B Bayou Rd, La Marque, TX in accordance with the Instructions to Bidders.

This project is being supported, in whole or in part, by the U.S. Department of the Treasury, in utilizing the U.S. Department of The Treasury Coronavirus State and Local Fiscal Recovery Funds (ARPA) program and is subject to all applicable Federal and State laws and regulations.

Bids & Proposals
INVITATION TO BIDDERS
LM 24-14

Sealed Proposals will be received at bids.submit.cityoflamarque.org until 10:00 A.M., Thursday October 31, 2024. Proposals will be publicly opened and read in the Council Chambers (next door to City Hall) , 1109-B Bayou Road at 11:30 a.m., for Human Resource, Financial, and Administrative Software. Proposals must be submitted to bids.submit.cityoflamarque.org and titled "LM 24-14 Human Resource, Financial, and Administrative Software".

All Proposals shall be accompanied by a cashier's or certified check upon a national or state bank in the amount of five percent (5%) of the total maximum bid price payable without recourse to the City of La Marque, Texas, or a bid bond in the same amount from a reliable surety company, as a guarantee that bidder will enter into a Contract. The notice of award of Contract shall be given by the Owner within sixty (60) days following the opening of bids. Bid security will be returned to the respective bidders within ten (10) days after bids are opened, except those checks or bonds which the Owner elects to hold until the successful bidder has executed the Contract. Thereafter, the remaining checks, including security of successful bidder, will be returned within five (5) days. Remaining bid bonds will not be returned unless requested by Bidder.

The successful bidder must furnish Performance Bond and Payment Bond upon the forms which are attached hereto in the amount of one hundred percent (100%) of the contract price within 15 days after receipt of the contract documents. Payment and performance bonds shall be issued from sureties with a minimum "A" or "A-" rating from Best's Key Rating Guide and who are licensed by the Texas Department of Insurance to do business in Texas and to issue said bonds. The bonds must be signed by an authorized representative of the surety and licensed by the State Board of Insurance.

Specifications and proposal documents may be secured by bids.cityoflamarque.org.

In conformance with all applicable statutes, the general prevailing wage rates in the locality in which the work is to be performed have been ascertained, and such rates shall be the minimum paid for labor employed upon this project.

The City reserves the right to reject any or all proposals and to waive informalities in bidding. In case of ambiguity or lack of clearness in stating the prices in any bid, the City reserves the right to consider the most advantageous construction thereof, or to reject the bid. The award will be made to the responsible bidder submitting the lowest acceptable bid.

Contractors are urged to make a "good faith effort" to utilize local La Marque business for project participants through subcontracts and/or suppliers.

A Non-Mandatory Pre-Bid Conference for prospective bidders, suppliers, etc., will be held 10:00 a.m. on October 10, 2024 in person at 1109-B Bayou Rd, La Marque, TX in accordance with the Instructions to Bidders.

This project is being supported, in whole or in part, by the U.S. Department of the Treasury, in utilizing the U.S. Department of The Treasury Coronavirus State and Local Fiscal Recovery Funds (ARPA) program and is subject to all applicable Federal and State laws and regulations.

**INVITATION TO BIDDERS
LM 24-04**

Sealed Bids will be received at bidsubmit.cityoflamarque.org until 10:00 A.M., Thursday October 31, 2024. Bids will be publicly opened and read in the Council Chambers (next door to City Hall) , 1109-B Bayou Road at 11:30 a.m., for Special Response Helmets must be submitted to bidsubmit.cityoflamarque.org and titled "LM 24-04 Special Response Helmets".

All Bids shall be accompanied by a cashier's or certified check upon a national or state bank in the amount of five percent (5%) of the total maximum bid price payable without recourse to the City of La Marque, Texas, or a bid bond in the same amount from a reliable surety company, as a guarantee that bidder will enter into a Contract. The notice of award of Contract shall be given by the Owner within sixty (60) days following the opening of bids. Bid security will be returned to the respective bidders within ten (10) days after bids are opened, except those checks or bonds which the Owner elects to hold until the successful bidder has executed the Contract. Thereafter, the remaining checks, including security of successful bidder, will be returned within five (5) days. Remaining bid bonds will not be returned unless requested by Bidder.

The successful bidder must furnish Performance Bond and Payment Bond upon the forms which are attached hereto in the amount of one hundred percent (100%) of the contract price within 15 days after receipt of the contract documents. Payment and performance bonds shall be issued from sureties with a minimum "A" or "A-" rating from Best's Key Rating Guide and who are licensed by the Texas Department of Insurance to do business in Texas and to issue said bonds. The bonds must be signed by an authorized representative of the surety and licensed by the State Board of Insurance.

Specifications and proposal documents may be secured by bids.cityoflamarque.org.

In conformance with all applicable statutes, the general prevailing wage rates in the locality in which the work is to be performed have been ascertained, and such rates shall be the minimum paid for labor employed upon this project.

The City reserves the right to reject any or all Bids and to waive informalities in bidding. In case of ambiguity or lack of clearness in stating the prices in any bid, the City reserves the right to consider the most advantageous construction thereof, or to reject the bid. The award will be made to the responsible bidder submitting the lowest acceptable bid.

Contractors are urged to make a "good faith effort" to utilize local La Marque business for project participants through subcontracts and/or suppliers.

A Non-Mandatory Pre-Bid Conference for prospective bidders, suppliers, etc., will be held 10:00 a.m. on October 10, 2024 in person at 1109-B Bayou Rd, La Marque, TX in accordance with the Instructions to Bidders.

This project is being supported, in whole or in part, by the U.S. Department of the Treasury, in utilizing the U.S. Department of The Treasury Coronavirus State and Local Fiscal Recovery Funds (ARPA) program and is subject to all applicable Federal and State laws and regulations.

**INVITATION TO BIDDERS
LM 24-13**

Sealed Proposals will be received at bids.submit.cityoflamarque.org until 10:00 A.M., Thursday October 31, 2024. Proposals will be publicly opened and read in the Council Chambers (next door to City Hall) , 1109-B Bayou Road at 11:30 a.m., for Water Usage Client Software. Proposals must be submitted to bids.submit.cityoflamarque.org and titled "LM 24-13 Water Usage Client Software".

All Proposals shall be accompanied by a cashier's or certified check upon a national or state bank in the amount of five percent (5%) of the total maximum bid price payable without recourse to the City of La Marque, Texas, or a bid bond in the same amount from a reliable surety company, as a guarantee that bidder will enter into a Contract. The notice of award of Contract shall be given by the Owner within sixty (60) days following the opening of bids. Bid security will be returned to the respective bidders within ten (10) days after bids are opened, except those checks or bonds which the Owner elects to hold until the successful bidder has executed the Contract. Thereafter, the remaining checks, including security of successful bidder, will be returned within five (5) days. Remaining bid bonds will not be returned unless requested by Bidder.

The successful bidder must furnish Performance Bond and Payment Bond upon the forms which are attached hereto in the amount of one hundred percent (100%) of the contract price within 15 days after receipt of the contract documents. Payment and performance bonds shall be issued from sureties with a minimum "A" or "A-" rating from Best's Key Rating Guide and who are licensed by the Texas Department of Insurance to do business in Texas and to issue said bonds. The bonds must be signed by an authorized representative of the surety and licensed by the State Board of Insurance.

Specifications and proposal documents may be secured by bids.cityoflamarque.org.

In conformance with all applicable statutes, the general prevailing wage rates in the locality in which the work is to be performed have been ascertained, and such rates shall be the minimum paid for labor employed upon this project.

The City reserves the right to reject any or all proposals and to waive informalities in bidding. In case of ambiguity or lack of clearness in stating the prices in any bid, the City reserves the right to consider the most advantageous construction thereof, or to reject the bid. The award will be made to the responsible bidder submitting the lowest acceptable bid.

Contractors are urged to make a "good faith effort" to utilize local La Marque business for project participants through subcontracts and/or suppliers.

A Non-Mandatory Pre-Bid Conference for prospective bidders, suppliers, etc., will be held 10:00 a.m. on October 10, 2024 in person at 1109-B Bayou Rd, La Marque, TX in accordance with the Instructions to Bidders.

This project is being supported, in whole or in part, by the U.S. Department of the Treasury, in utilizing the U.S. Department of The Treasury Coronavirus State and Local Fiscal Recovery Funds (ARPA) program and is subject to all applicable Federal and State laws and regulations.

Bids & Proposals
INVITATION TO BIDDERS
LM 24-09

Sealed Bids will be received at bids.submit.cityoflamarque.org until 10:00 A.M., Thursday October 31, 2024. Bids will be publicly opened and read in the Council Chambers (next door to City Hall) , 1109-B Bayou Road at 11:30 a.m., for Mobile Command Terminals must be submitted to bids.submit.cityoflamarque.org and titled "LM 24-09 Mobile Command Terminals".

All Bids shall be accompanied by a cashier's or certified check upon a national or state bank in the amount of five percent (5%) of the total maximum bid price payable without recourse to the City of La Marque, Texas, or a bid bond in the same amount from a reliable surety company, as a guarantee that bidder will enter into a Contract. The notice of award of Contract shall be given by the Owner within sixty (60) days following the opening of bids. Bid security will be returned to the respective bidders within ten (10) days after bids are opened, except those checks or bonds which the Owner elects to hold until the successful bidder has executed the Contract. Thereafter, the remaining checks, including security of successful bidder, will be returned within five (5) days. Remaining bid bonds will not be returned unless requested by Bidder.

The successful bidder must furnish Performance Bond and Payment Bond upon the forms which are attached hereto in the amount of one hundred percent (100%) of the contract price within 15 days after receipt of the contract documents. Payment and performance bonds shall be issued from sureties with a minimum "A" or "A-" rating from Best's Key Rating Guide and who are licensed by the Texas Department of Insurance to do business in Texas and to issue said bonds. The bonds must be signed by an authorized representative of the surety and licensed by the State Board of Insurance.

Specifications and proposal documents may be secured by bids.cityoflamarque.org.

In conformance with all applicable statutes, the general prevailing wage rates in the locality in which the work is to be performed have been ascertained, and such rates shall be the minimum paid for labor employed upon this project.

The City reserves the right to reject any or all Bids and to waive informalities in bidding. In case of ambiguity or lack of clearness in stating the prices in any bid, the City reserves the right to consider the most advantageous construction thereof, or to reject the bid. The award will be made to the responsible bidder submitting the lowest acceptable bid.

Contractors are urged to make a "good faith effort" to utilize local La Marque business for project participants through subcontracts and/or suppliers.

A Non-Mandatory Pre-Bid Conference for prospective bidders, suppliers, etc., will be held 10:00 a.m. on October 10, 2024 in person at 1109-B Bayou Rd, La Marque, TX in accordance with the Instructions to Bidders.

This project is being supported, in whole or in part, by the U.S. Department of the Treasury, in utilizing the U.S. Department of The Treasury Coronavirus State and Local Fiscal Recovery Funds (ARPA) program and is subject to all applicable Federal and State laws and regulations.

Bids & Proposals
INVITATION TO BIDDERS
LM 24-17

Sealed Bids will be received at bidsubmit.cityoflamarque.org until 10:00 A.M., Thursday October 31, 2024. Bids will be publicly opened and read in the Council Chambers (next door to City Hall) , 1109-B Bayou Road at 11:30 a.m., for an Excavator Bids must be submitted to bid-submit.cityoflamarque.org and titled "LM 24-17 Excavator".

All Bids shall be accompanied by a cashier's or certified check upon a national or state bank in the amount of five percent (5%) of the total maximum bid price payable without recourse to the City of La Marque, Texas, or a bid bond in the same amount from a reliable surety company, as a guarantee that bidder will enter into a Contract. The notice of award of Contract shall be given by the Owner within sixty (60) days following the opening of bids. Bid security will be returned to the respective bidders within ten (10) days after bids are opened, except those checks or bonds which the Owner elects to hold until the successful bidder has executed the Contract. Thereafter, the remaining checks, including security of successful bidder, will be returned within five (5) days. Remaining bid bonds will not be returned unless requested by Bidder.

The successful bidder must furnish Performance Bond and Payment Bond upon the forms which are attached hereto in the amount of one hundred percent (100%) of the contract price within 15 days after receipt of the contract documents. Payment and performance bonds shall be issued from sureties with a minimum "A" or "A-" rating from Best's Key Rating Guide and who are licensed by the Texas Department of Insurance to do business in Texas and to issue said bonds. The bonds must be signed by an authorized representative of the surety and licensed by the State Board of Insurance.

Specifications and proposal documents may be secured by bids.cityoflamarque.org.

In conformance with all applicable statutes, the general prevailing wage rates in the locality in which the work is to be performed have been ascertained, and such rates shall be the minimum paid for labor employed upon this project.

The City reserves the right to reject any or all Bids and to waive informalities in bidding. In case of ambiguity or lack of clearness in stating the prices in any bid, the City reserves the right to consider the most advantageous construction thereof, or to reject the bid. The award will be made to the responsible bidder submitting the lowest acceptable bid.

Contractors are urged to make a "good faith effort" to utilize local La Marque business for project participants through subcontracts and/or suppliers.

A Non-Mandatory Pre-Bid Conference for prospective bidders, suppliers, etc., will be held 10:00 a.m. on October 10, 2024 in person at 1109-B Bayou Rd, La Marque, TX in accordance with the Instructions to Bidders.

This project is being supported, in whole or in part, by the U.S. Department of the Treasury, in utilizing the U.S. Department of The Treasury Coronavirus State and Local Fiscal Recovery Funds (ARPA) program and is subject to all applicable Federal and State laws and regulations.

Bids & Proposals
INVITATION TO BIDDERS
LM 24-12

Sealed Proposals will be received at bids.submit.cityoflamarque.org until 10:00 A.M., Thursday October 31, 2024. Proposals will be publicly opened and read in the Council Chambers (next door to City Hall) , 1109-B Bayou Road at 11:30 a.m., for Jaws of Life. Proposals must be submitted to bids.submit.cityoflamarque.org and titled "LM 24-12 Jaws of Life".

All Proposals shall be accompanied by a cashier's or certified check upon a national or state bank in the amount of five percent (5%) of the total maximum bid price payable without recourse to the City of La Marque, Texas, or a bid bond in the same amount from a reliable surety company, as a guarantee that bidder will enter into a Contract. The notice of award of Contract shall be given by the Owner within sixty (60) days following the opening of bids. Bid security will be returned to the respective bidders within ten (10) days after bids are opened, except those checks or bonds which the Owner elects to hold until the successful bidder has executed the Contract. Thereafter, the remaining checks, including security of successful bidder, will be returned within five (5) days. Remaining bid bonds will not be returned unless requested by Bidder.

The successful bidder must furnish Performance Bond and Payment Bond upon the forms which are attached hereto in the amount of one hundred percent (100%) of the contract price within 15 days after receipt of the contract documents. Payment and performance bonds shall be issued from sureties with a minimum "A" or "A-" rating from Best's Key Rating Guide and who are licensed by the Texas Department of Insurance to do business in Texas and to issue said bonds. The bonds must be signed by an authorized representative of the surety and licensed by the State Board of Insurance.

Specifications and proposal documents may be secured by bids.cityoflamarque.org.

In conformance with all applicable statutes, the general prevailing wage rates in the locality in which the work is to be performed have been ascertained, and such rates shall be the minimum paid for labor employed upon this project.

The City reserves the right to reject any or all proposals and to waive informalities in bidding. In case of ambiguity or lack of clearness in stating the prices in any bid, the City reserves the right to consider the most advantageous construction thereof, or to reject the bid. The award will be made to the responsible bidder submitting the lowest acceptable bid.

Contractors are urged to make a "good faith effort" to utilize local La Marque business for project participants through subcontracts and/or suppliers.

A Non-Mandatory Pre-Bid Conference for prospective bidders, suppliers, etc., will be held 10:00 a.m. on October 10, 2024 in person at 1109-B Bayou Rd, La Marque, TX in accordance with the Instructions to Bidders.

This project is being supported, in whole or in part, by the U.S. Department of the Treasury, in utilizing the U.S. Department of The Treasury Coronavirus State and Local Fiscal Recovery Funds (ARPA) program and is subject to all applicable Federal and State laws and regulations.

AFFIDAVIT OF PUBLICATION

State of Pennsylvania, County of Lancaster, ss:

Tatiana Dorval, being first duly sworn, deposes and says: That (s)he is a duly authorized signatory of Column Software, PBC, duly authorized agent of The Galveston County Daily News, a newspaper printed and published in the City of Texas City, County of Galveston, State of Texas, and that this affidavit is Page 1 of 2 with the full text of the sworn-to notice set forth on the pages that follow, and the hereto attached:

PUBLICATION DATES:

Oct. 1, 2024

Oct. 8, 2024

NOTICE ID: dij21kAw85lo7L1fNLjE

PUBLISHER ID: 1261265

NOTICE NAME: Revised LM 24-05 3D Crime Scene Scanner

Publication Fee: \$1190.94

I declare under penalty of perjury that the foregoing is true and correct.

(Signed) Tatiana Dorval

VERIFICATION

State of Pennsylvania
County of Lancaster

Commonwealth of Pennsylvania - Notary Seal
Nicole Burkholder, Notary Public
Lancaster County
My commission expires March 30, 2027
Commission Number 1342120

Subscribed in my presence and sworn to before me on this: 10/08/2024

Nicole Burkholder

Notary Public

Notarized remotely online using communication technology via Proof.

Bids & Proposals
INVITATION TO BIDDERS
LM 24-05

Sealed Bids will be received at bidsubmit.cityoflamarque.org until 10:00 A.M., Thursday October 31, 2024. Bids will be publicly opened and read in the Council Chambers (next door to City Hall) , 1109-B Bayou Road at 11:30 a.m., for a 3D Crime Scene Scanner must be submitted to bidsubmit.cityoflamarque.org and titled "LM 24-05 3D Crime Scene Scanner".

All Bids shall be accompanied by a cashier's or certified check upon a national or state bank in the amount of five percent (5%) of the total maximum bid price payable without recourse to the City of La Marque, Texas, or a bid bond in the same amount from a reliable surety company, as a guarantee that bidder will enter into a Contract. The notice of award of Contract shall be given by the Owner within sixty (60) days following the opening of bids. Bid security will be returned to the respective bidders within ten (10) days after bids are opened, except those checks or bonds which the Owner elects to hold until the successful bidder has executed the Contract. Thereafter, the remaining checks, including security of successful bidder, will be returned within five (5) days. Remaining bid bonds will not be returned unless requested by Bidder.

The successful bidder must furnish Performance Bond and Payment Bond upon the forms which are attached hereto in the amount of one hundred percent (100%) of the contract price within 15 days after receipt of the contract documents. Payment and performance bonds shall be issued from sureties with a minimum "A" or "A-" rating from Best's Key Rating Guide and who are licensed by the Texas Department of Insurance to do business in Texas and to issue said bonds. The bonds must be signed by an authorized representative of the surety and licensed by the State Board of Insurance.

Specifications and proposal documents may be secured by bids.cityoflamarque.org.

In conformance with all applicable statutes, the general prevailing wage rates in the locality in which the work is to be performed have been ascertained, and such rates shall be the minimum paid for labor employed upon this project.

The City reserves the right to reject any or all Bids and to waive informalities in bidding. In case of ambiguity or lack of clearness in stating the prices in any bid, the City reserves the right to consider the most advantageous construction thereof, or to reject the bid. The award will be made to the responsible bidder submitting the lowest acceptable bid.

Contractors are urged to make a "good faith effort" to utilize local La Marque business for project participants through subcontracts and/or suppliers.

A Non-Mandatory Pre-Bid Conference for prospective bidders, suppliers, etc., will be held 10:00 a.m. on October 10, 2024 in person at 1109-B Bayou Rd, La Marque, TX in accordance with the Instructions to Bidders.

This project is being supported, in whole or in part, by the U.S. Department of the Treasury,

in utilizing the U.S. Department of The Treasury Coronavirus State and Local Fiscal Recovery Funds (ARPA) program and is subject to all applicable Federal and State laws and regulations.

Published: October 1, 8, 2024

AFFIDAVIT OF PUBLICATION

State of Pennsylvania, County of Lancaster, ss:

Tatiana Dorval, being first duly sworn, deposes and says: That (s)he is a duly authorized signatory of Column Software, PBC, duly authorized agent of The Galveston County Daily News, a newspaper printed and published in the City of Texas City, County of Galveston, State of Texas, and that this affidavit is Page 1 of 2 with the full text of the sworn-to notice set forth on the pages that follow, and the hereto attached:

PUBLICATION DATES:

Oct. 1, 2024

Oct. 8, 2024

NOTICE ID: WjiR06CY6InooXOiQLRn

PUBLISHER ID: 1261333

NOTICE NAME: revised LM 24-11 Ambulance Remounts

Publication Fee: \$1190.94

I declare under penalty of perjury that the foregoing is true and correct.

(Signed) Tatiana Dorval

VERIFICATION

State of Pennsylvania
County of Lancaster

Commonwealth of Pennsylvania - Notary Seal
Nicole Burkholder, Notary Public
Lancaster County
My commission expires March 30, 2027
Commission Number 1342120

Subscribed in my presence and sworn to before me on this: 10/08/2024

Nicole Burkholder

Notary Public

Notarized remotely online using communication technology via Proof.

Bids & Proposals
INVITATION TO BIDDERS
LM 24-11

Sealed Bids will be received at bids.submit.cityoflamarque.org until 10:00 A.M., Thursday October 31, 2024. Bids will be publicly opened and read in the Council Chambers (next door to City Hall) , 1109-B Bayou Road at 11:30 a.m., for Ambulance Remounts must be submitted to bids.submit.cityoflamarque.org and titled "LM 24-11 Ambulance Remounts".

All Bids shall be accompanied by a cashier's or certified check upon a national or state bank in the amount of five percent (5%) of the total maximum bid price payable without recourse to the City of La Marque, Texas, or a bid bond in the same amount from a reliable surety company, as a guarantee that bidder will enter into a Contract. The notice of award of Contract shall be given by the Owner within sixty (60) days following the opening of bids. Bid security will be returned to the respective bidders within ten (10) days after bids are opened, except those checks or bonds which the Owner elects to hold until the successful bidder has executed the Contract. Thereafter, the remaining checks, including security of successful bidder, will be returned within five (5) days. Remaining bid bonds will not be returned unless requested by Bidder.

The successful bidder must furnish Performance Bond and Payment Bond upon the forms which are attached hereto in the amount of one hundred percent (100%) of the contract price within 15 days after receipt of the contract documents. Payment and performance bonds shall be issued from sureties with a minimum "A" or "A-" rating from Best's Key Rating Guide and who are licensed by the Texas Department of Insurance to do business in Texas and to issue said bonds. The bonds must be signed by an authorized representative of the surety and licensed by the State Board of Insurance.

Specifications and proposal documents may be secured by bids.cityoflamarque.org.

In conformance with all applicable statutes, the general prevailing wage rates in the locality in which the work is to be performed have been ascertained, and such rates shall be the minimum paid for labor employed upon this project.

The City reserves the right to reject any or all Bids and to waive informalities in bidding. In case of ambiguity or lack of clearness in stating the prices in any bid, the City reserves the right to consider the most advantageous construction thereof, or to reject the bid. The award will be made to the responsible bidder submitting the lowest acceptable bid.

Contractors are urged to make a "good faith effort" to utilize local La Marque business for project participants through subcontracts and/or suppliers.

A Non-Mandatory Pre-Bid Conference for prospective bidders, suppliers, etc., will be held 10:00 a.m. on October 10, 2024 in person at 1109-B Bayou Rd, La Marque, TX in accordance with the Instructions to Bidders.

This project is being supported, in whole or in part, by the U.S. Department of the Treasury,

in utilizing the U.S. Department of The Treasury Coronavirus State and Local Fiscal Recovery Funds (ARPA) program and is subject to all applicable Federal and State laws and regulations.

Published: October 1, 8, 2024

AFFIDAVIT OF PUBLICATION

State of Pennsylvania, County of Lancaster, ss:

Tatiana Dorval, being first duly sworn, deposes and says: That (s)he is a duly authorized signatory of Column Software, PBC, duly authorized agent of The Galveston County Daily News, a newspaper printed and published in the City of Texas City, County of Galveston, State of Texas, and that this affidavit is Page 1 of 2 with the full text of the sworn-to notice set forth on the pages that follow, and the hereto attached:

PUBLICATION DATES:

Oct. 1, 2024

Oct. 8, 2024

NOTICE ID: rQwhDLKi6nFc87f20S3t

PUBLISHER ID: 1261300

NOTICE NAME: REVISED LM 24-07

Publication Fee: \$1190.94

I declare under penalty of perjury that the foregoing is true and correct.

(Signed) Tatiana Dorval

VERIFICATION

State of Pennsylvania
County of Lancaster

Commonwealth of Pennsylvania - Notary Seal
Nicole Burkholder, Notary Public
Lancaster County
My commission expires March 30, 2027
Commission Number 1342120

Subscribed in my presence and sworn to before me on this: 10/08/2024

Nicole Burkholder

Notary Public

Notarized remotely online using communication technology via Proof.

Bids & Proposals
INVITATION TO BIDDERS
LM 24-07

Sealed Bids will be received at bidsubmit.cityoflamarque.org until 10:00 A.M., Thursday October 31, 2024. Bids will be publicly opened and read in the Council Chambers (next door to City Hall) , 1109-B Bayou Road at 11:30 a.m., for K-9s must be submitted to bidsubmit.cityoflamarque.org and titled "LM 24-07 In-Car Cameras".

All Bids shall be accompanied by a cashier's or certified check upon a national or state bank in the amount of five percent (5%) of the total maximum bid price payable without recourse to the City of La Marque, Texas, or a bid bond in the same amount from a reliable surety company, as a guarantee that bidder will enter into a Contract. The notice of award of Contract shall be given by the Owner within sixty (60) days following the opening of bids. Bid security will be returned to the respective bidders within ten (10) days after bids are opened, except those checks or bonds which the Owner elects to hold until the successful bidder has executed the Contract. Thereafter, the remaining checks, including security of successful bidder, will be returned within five (5) days. Remaining bid bonds will not be returned unless requested by Bidder.

The successful bidder must furnish Performance Bond and Payment Bond upon the forms which are attached hereto in the amount of one hundred percent (100%) of the contract price within 15 days after receipt of the contract documents. Payment and performance bonds shall be issued from sureties with a minimum "A" or "A-" rating from Best's Key Rating Guide and who are licensed by the Texas Department of Insurance to do business in Texas and to issue said bonds. The bonds must be signed by an authorized representative of the surety and licensed by the State Board of Insurance.

Specifications and proposal documents may be secured by bids.cityoflamarque.org.

In conformance with all applicable statutes, the general prevailing wage rates in the locality in which the work is to be performed have been ascertained, and such rates shall be the minimum paid for labor employed upon this project.

The City reserves the right to reject any or all Bids and to waive informalities in bidding. In case of ambiguity or lack of clearness in stating the prices in any bid, the City reserves the right to consider the most advantageous construction thereof, or to reject the bid. The award will be made to the responsible bidder submitting the lowest acceptable bid.

Contractors are urged to make a "good faith effort" to utilize local La Marque business for project participants through subcontracts and/or suppliers.

A Non-Mandatory Pre-Bid Conference for prospective bidders, suppliers, etc., will be held 10:00 a.m. on October 10, 2024 in person at 1109-B Bayou Rd, La Marque, TX in accordance with the Instructions to Bidders.

This project is being supported, in whole or in part, by the U.S. Department of the Treasury,

in utilizing the U.S. Department of The Treasury Coronavirus State and Local Fiscal Recovery Funds (ARPA) program and is subject to all applicable Federal and State laws and regulations.

Published: October 1, 8, 2024

AFFIDAVIT OF PUBLICATION

State of Pennsylvania, County of Lancaster, ss:

Tatiana Dorval, being first duly sworn, deposes and says: That (s)he is a duly authorized signatory of Column Software, PBC, duly authorized agent of The Galveston County Daily News, a newspaper printed and published in the City of Texas City, County of Galveston, State of Texas, and that this affidavit is Page 1 of 2 with the full text of the sworn-to notice set forth on the pages that follow, and the hereto attached:

PUBLICATION DATES:

Oct. 1, 2024

Oct. 8, 2024

NOTICE ID: ZWQUmRim48o5D7b2OM2o

PUBLISHER ID: 1261247

NOTICE NAME: LM 24-15 AC/ROOF

Publication Fee: \$1203.60

I declare under penalty of perjury that the foregoing is true and correct.

(Signed) Tatiana Dorval

VERIFICATION

State of Pennsylvania
County of Lancaster

Commonwealth of Pennsylvania - Notary Seal
Nicole Burkholder, Notary Public
Lancaster County
My commission expires March 30, 2027
Commission Number 1342120

Subscribed in my presence and sworn to before me on this: 10/08/2024

Nicole Burkholder

Notary Public

Notarized remotely online using communication technology via Proof.

Bids & Proposals
INVITATION TO BIDDERS
LM 24-15

Sealed Proposals will be received at [bids.submit.cityoflamarque.org](https://cityoflamarque.org) until 10:00 A.M., Thursday October 31, 2024. Proposals will be publicly opened and read in the Council Chambers (next door to City Hall) , 1109-B Bayou Road at 11:30 a.m., for Municipal Air Conditioning and Roofing. Proposals must be submitted to bids.submit.cityoflamarque.org and titled "LM 24-15 Municipal Air Conditioning and Roofing".

All Proposals shall be accompanied by a cashier's or certified check upon a national or state bank in the amount of five percent (5%) of the total maximum bid price payable without recourse to the City of La Marque, Texas, or a bid bond in the same amount from a reliable surety company, as a guarantee that bidder will enter into a Contract. The notice of award of Contract shall be given by the Owner within sixty (60) days following the opening of bids. Bid security will be returned to the respective bidders within ten (10) days after bids are opened, except those checks or bonds which the Owner elects to hold until the successful bidder has executed the Contract. Thereafter, the remaining checks, including security of successful bidder, will be returned within five (5) days. Remaining bid bonds will not be returned unless requested by Bidder.

The successful bidder must furnish Performance Bond and Payment Bond upon the forms which are attached hereto in the amount of one hundred percent (100%) of the contract price within 15 days after receipt of the contract documents. Payment and performance bonds shall be issued from sureties with a minimum "A" or "A-" rating from Best's Key Rating Guide and who are licensed by the Texas Department of Insurance to do business in Texas and to issue said bonds. The bonds must be signed by an authorized representative of the surety and licensed by the State Board of Insurance.

Specifications and proposal documents may be secured by bids.cityoflamarque.org.

In conformance with all applicable statutes, the general prevailing wage rates in the locality in which the work is to be performed have been ascertained, and such rates shall be the minimum paid for labor employed upon this project.

The City reserves the right to reject any or all proposals and to waive informalities in bidding. In case of ambiguity or lack of clearness in stating the prices in any bid, the City reserves the right to consider the most advantageous construction thereof, or to reject the bid. The award will be made to the responsible bidder submitting the lowest acceptable bid.

Contractors are urged to make a "good faith effort" to utilize local La Marque business for project participants through subcontracts and/or suppliers.

A Non-Mandatory Pre-Bid Conference for prospective bidders, suppliers, etc., will be held 10:00 a.m. on October 10, 2024 in person at 1109-B Bayou Rd, La Marque, TX in accordance with the Instructions to Bidders.

This project is being supported, in whole or in

in part, by the U.S. Department of the Treasury, in utilizing the U.S. Department of The Treasury Coronavirus State and Local Fiscal Recovery Funds (ARPA) program and is subject to all applicable Federal and State laws and regulations.

Published: October 1, 8, 2024

AFFIDAVIT OF PUBLICATION

State of Pennsylvania, County of Lancaster, ss:

Tatiana Dorval, being first duly sworn, deposes and says: That (s)he is a duly authorized signatory of Column Software, PBC, duly authorized agent of The Galveston County Daily News, a newspaper printed and published in the City of Texas City, County of Galveston, State of Texas, and that this affidavit is Page 1 of 2 with the full text of the sworn-to notice set forth on the pages that follow, and the hereto attached:

PUBLICATION DATES:

Oct. 1, 2024

Oct. 8, 2024

NOTICE ID: ZqeKjthaxurbvtEnp5wW

PUBLISHER ID: 1261336

NOTICE NAME: REVISED 24-18 Surveillance Trailer

Publication Fee: \$1102.39

I declare under penalty of perjury that the foregoing is true and correct.

(Signed) Tatiana Dorval

VERIFICATION

State of Pennsylvania
County of Lancaster

Commonwealth of Pennsylvania - Notary Seal
Nicole Burkholder, Notary Public
Lancaster County
My commission expires March 30, 2027
Commission Number 1342120

Subscribed in my presence and sworn to before me on this: 10/08/2024

Nicole Burkholder

Notary Public

Notarized remotely online using communication technology via Proof.

Bids & Proposals
INVITATION TO BIDDERS
LM 24-18

Sealed Bids will be received at bids.submit.cityoflamarque.org until 10:00 A.M., Thursday October 31, 2024. Bids will be publicly opened and read in the Council Chambers (next door to City Hall) , 1109-B Bayou Road at 11:30 a.m., for a Surveillance Trailer. Bids must be submitted to bids.submit.cityoflamarque.org and titled "LM 24-18 Surveillance Trailer".

All Bids shall be accompanied by a cashier's or certified check upon a national or state bank in the amount of five percent (5%) of the total maximum bid price payable without recourse to the City of La Marque, Texas, or a bid bond in the same amount from a reliable surety company, as a guarantee that bidder will enter into a Contract. The notice of award of Contract shall be given by the Owner within sixty (60) days following the opening of bids. Bid security will be returned to the respective bidders within ten (10) days after bids are opened, except those checks or bonds which the Owner elects to hold until the successful bidder has executed the Contract. Thereafter, the remaining checks, including security of successful bidder, will be returned within five (5) days. Remaining bid bonds will not be returned unless requested by Bidder.

The successful bidder must furnish Performance Bond and Payment Bond upon the forms which are attached hereto in the amount of one hundred percent (100%) of the contract price within 15 days after receipt of the contract documents. Payment and performance bonds shall be issued from sureties with a minimum "A" or "A-" rating from Best's Key Rating Guide and who are licensed by the Texas Department of Insurance to do business in Texas and to issue said bonds. The bonds must be signed by an authorized representative of the surety and licensed by the State Board of Insurance.

Specifications and proposal documents may be secured by bids.cityoflamarque.org.

In conformance with all applicable statutes, the general prevailing wage rates in the locality in which the work is to be performed have been ascertained, and such rates shall be the minimum paid for labor employed upon this project.

The City reserves the right to reject any or all Bids and to waive informalities in bidding. In case of ambiguity or lack of clearness in stating the prices in any bid, the City reserves the right to consider the most advantageous construction thereof, or to reject the bid. The award will be made to the responsible bidder submitting the lowest acceptable bid.

Contractors are urged to make a "good faith effort" to utilize local La Marque business for project participants through subcontracts and/or suppliers.

A Non-Mandatory Pre-Bid Conference for prospective bidders, suppliers, etc., will be held 10:00 a.m. on October 10, 2024 in person at 1109-B Bayou Rd, La Marque, TX in accordance with the Instructions to Bidders.

Published: October 1, 8, 2024

AFFIDAVIT OF PUBLICATION

State of Pennsylvania, County of Lancaster, ss:

Tatiana Dorval, being first duly sworn, deposes and says: That (s)he is a duly authorized signatory of Column Software, PBC, duly authorized agent of The Galveston County Daily News, a newspaper printed and published in the City of Texas City, County of Galveston, State of Texas, and that this affidavit is Page 1 of 2 with the full text of the sworn-to notice set forth on the pages that follow, and the hereto attached:

PUBLICATION DATES:

Oct. 1, 2024

Oct. 8, 2024

NOTICE ID: Zqg9LgU6TbvZWTvELGKD

PUBLISHER ID: 1261338

NOTICE NAME: LM 24-19 Unmanned Aerial Vehicle

Publication Fee: \$1089.75

I declare under penalty of perjury that the foregoing is true and correct.

(Signed) Tatiana Dorval

VERIFICATION

State of Pennsylvania
County of Lancaster

Commonwealth of Pennsylvania - Notary Seal
Nicole Burkholder, Notary Public
Lancaster County
My commission expires March 30, 2027
Commission Number 1342120

Subscribed in my presence and sworn to before me on this: 10/08/2024

Nicole Burkholder

Notary Public

Notarized remotely online using communication technology via Proof.

Bids & Proposals
INVITATION TO BIDDERS
LM 24-19

Sealed Bids will be received at bidsubmit.cityoflamarque.org until 10:00 A.M., Thursday October 31, 2024. Bids will be publicly opened and read in the Council Chambers (next door to City Hall) , 1109-B Bayou Road at 11:30 a.m., for an Unmanned Aerial Vehicle. Bids must be submitted to bidsubmit.cityoflamarque.org and titled "LM 24-19 Unmanned Aerial Vehicle".

All Bids shall be accompanied by a cashier's or certified check upon a national or state bank in the amount of five percent (5%) of the total maximum bid price payable without recourse to the City of La Marque, Texas, or a bid bond in the same amount from a reliable surety company, as a guarantee that bidder will enter into a Contract. The notice of award of Contract shall be given by the Owner within sixty (60) days following the opening of bids. Bid security will be returned to the respective bidders within ten (10) days after bids are opened, except those checks or bonds which the Owner elects to hold until the successful bidder has executed the Contract. Thereafter, the remaining checks, including security of successful bidder, will be returned within five (5) days. Remaining bid bonds will not be returned unless requested by Bidder.

The successful bidder must furnish Performance Bond and Payment Bond upon the forms which are attached hereto in the amount of one hundred percent (100%) of the contract price within 15 days after receipt of the contract documents. Payment and performance bonds shall be issued from sureties with a minimum "A" or "A-" rating from Best's Key Rating Guide and who are licensed by the Texas Department of Insurance to do business in Texas and to issue said bonds. The bonds must be signed by an authorized representative of the surety and licensed by the State Board of Insurance.

Specifications and proposal documents may be secured by bids.cityoflamarque.org.

In conformance with all applicable statutes, the general prevailing wage rates in the locality in which the work is to be performed have been ascertained, and such rates shall be the minimum paid for labor employed upon this project.

The City reserves the right to reject any or all Bids and to waive informalities in bidding. In case of ambiguity or lack of clearness in stating the prices in any bid, the City reserves the right to consider the most advantageous construction thereof, or to reject the bid. The award will be made to the responsible bidder submitting the lowest acceptable bid.

Contractors are urged to make a "good faith effort" to utilize local La Marque business for project participants through subcontracts and/or suppliers.

A Non-Mandatory Pre-Bid Conference for prospective bidders, suppliers, etc., will be held 10:00 a.m. on October 10, 2024 in person at 1109-B Bayou Rd, La Marque, TX in accordance with the Instructions to Bidders.

Published: October 1, 8, 2024

AFFIDAVIT OF PUBLICATION

State of Pennsylvania, County of Lancaster, ss:

Tatiana Dorval, being first duly sworn, deposes and says: That (s)he is a duly authorized signatory of Column Software, PBC, duly authorized agent of The Galveston County Daily News, a newspaper printed and published in the City of Texas City, County of Galveston, State of Texas, and that this affidavit is Page 1 of 2 with the full text of the sworn-to notice set forth on the pages that follow, and the hereto attached:

PUBLICATION DATES:

Oct. 1, 2024

Oct. 8, 2024

NOTICE ID: dMPR7uDYVuANznizrd0O

PUBLISHER ID: 1261321

NOTICE NAME: REVISED 24-08 Body Worn Cameras

Publication Fee: \$1190.94

I declare under penalty of perjury that the foregoing is true and correct.

(Signed) Tatiana Dorval

VERIFICATION

State of Pennsylvania
County of Lancaster

Commonwealth of Pennsylvania - Notary Seal
Nicole Burkholder, Notary Public
Lancaster County
My commission expires March 30, 2027
Commission Number 1342120

Subscribed in my presence and sworn to before me on this: 10/08/2024

Nicole Burkholder

Notary Public

Notarized remotely online using communication technology via Proof.

Bids & Proposals
INVITATION TO BIDDERS
LM 24-08

Sealed Bids will be received at bids.submit.cityoflamarque.org until 10:00 A.M., Thursday October 31, 2024. Bids will be publicly opened and read in the Council Chambers (next door to City Hall) , 1109-B Bayou Road at 11:30 a.m., for Body Worn Cameras must be submitted to bids.submit.cityoflamarque.org and titled "LM 24-08 Body Worn Cameras".

All Bids shall be accompanied by a cashier's or certified check upon a national or state bank in the amount of five percent (5%) of the total maximum bid price payable without recourse to the City of La Marque, Texas, or a bid bond in the same amount from a reliable surety company, as a guarantee that bidder will enter into a Contract. The notice of award of Contract shall be given by the Owner within sixty (60) days following the opening of bids. Bid security will be returned to the respective bidders within ten (10) days after bids are opened, except those checks or bonds which the Owner elects to hold until the successful bidder has executed the Contract. Thereafter, the remaining checks, including security of successful bidder, will be returned within five (5) days. Remaining bid bonds will not be returned unless requested by Bidder.

The successful bidder must furnish Performance Bond and Payment Bond upon the forms which are attached hereto in the amount of one hundred percent (100%) of the contract price within 15 days after receipt of the contract documents. Payment and performance bonds shall be issued from sureties with a minimum "A" or "A-" rating from Best's Key Rating Guide and who are licensed by the Texas Department of Insurance to do business in Texas and to issue said bonds. The bonds must be signed by an authorized representative of the surety and licensed by the State Board of Insurance.

Specifications and proposal documents may be secured by bids.cityoflamarque.org.

In conformance with all applicable statutes, the general prevailing wage rates in the locality in which the work is to be performed have been ascertained, and such rates shall be the minimum paid for labor employed upon this project.

The City reserves the right to reject any or all Bids and to waive informalities in bidding. In case of ambiguity or lack of clearness in stating the prices in any bid, the City reserves the right to consider the most advantageous construction thereof, or to reject the bid. The award will be made to the responsible bidder submitting the lowest acceptable bid.

Contractors are urged to make a "good faith effort" to utilize local La Marque business for project participants through subcontracts and/or suppliers.

A Non-Mandatory Pre-Bid Conference for prospective bidders, suppliers, etc., will be held 10:00 a.m. on October 10, 2024 in person at 1109-B Bayou Rd, La Marque, TX in accordance with the Instructions to Bidders.

This project is being supported, in whole or in part, by the U.S. Department of the Treasury,

in utilizing the U.S. Department of The Treasury Coronavirus State and Local Fiscal Recovery Funds (ARPA) program and is subject to all applicable Federal and State laws and regulations.

Published: October 1, 8, 2024

AFFIDAVIT OF PUBLICATION

State of Pennsylvania, County of Lancaster, ss:

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PUBLICATION DATES:

Oct. 1, 2024

Oct. 8, 2024

NOTICE ID: WHKFdJwtd1BnFn2dVvQk

PUBLISHER ID: 1261332

NOTICE NAME: REVISED 24-10 IN CAR CAMERAS

Publication Fee: \$1190.94

I declare under penalty of perjury that the foregoing is true and correct.

(Signed) Tatiana Dorval

VERIFICATION

State of Pennsylvania
County of Lancaster

Commonwealth of Pennsylvania - Notary Seal
Nicole Burkholder, Notary Public
Lancaster County
My commission expires March 30, 2027
Commission Number 1342120

Subscribed in my presence and sworn to before me on this: 10/08/2024

Nicole Burkholder

Notary Public

Notarized remotely online using communication technology via Proof.

Bids & Proposals
INVITATION TO BIDDERS
LM 24-10

Sealed Bids will be received at bids.submit.cityoflamarque.org until 10:00 A.M., Thursday October 31, 2024. Bids will be publicly opened and read in the Council Chambers (next door to City Hall) , 1109-B Bayou Road at 11:30 a.m., for In-Car Radios must be submitted to bids.submit.cityoflamarque.org and titled "LM 24-10 In-Car Radios".

All Bids shall be accompanied by a cashier's or certified check upon a national or state bank in the amount of five percent (5%) of the total maximum bid price payable without recourse to the City of La Marque, Texas, or a bid bond in the same amount from a reliable surety company, as a guarantee that bidder will enter into a Contract. The notice of award of Contract shall be given by the Owner within sixty (60) days following the opening of bids. Bid security will be returned to the respective bidders within ten (10) days after bids are opened, except those checks or bonds which the Owner elects to hold until the successful bidder has executed the Contract. Thereafter, the remaining checks, including security of successful bidder, will be returned within five (5) days. Remaining bid bonds will not be returned unless requested by Bidder.

The successful bidder must furnish Performance Bond and Payment Bond upon the forms which are attached hereto in the amount of one hundred percent (100%) of the contract price within 15 days after receipt of the contract documents. Payment and performance bonds shall be issued from sureties with a minimum "A" or "A-" rating from Best's Key Rating Guide and who are licensed by the Texas Department of Insurance to do business in Texas and to issue said bonds. The bonds must be signed by an authorized representative of the surety and licensed by the State Board of Insurance.

Specifications and proposal documents may be secured by bids.cityoflamarque.org.

In conformance with all applicable statutes, the general prevailing wage rates in the locality in which the work is to be performed have been ascertained, and such rates shall be the minimum paid for labor employed upon this project.

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Contractors are urged to make a "good faith effort" to utilize local La Marque business for project participants through subcontracts and/or suppliers.

A Non-Mandatory Pre-Bid Conference for prospective bidders, suppliers, etc., will be held 10:00 a.m. on October 10, 2024 in person at 1109-B Bayou Rd, La Marque, TX in accordance with the Instructions to Bidders.

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in utilizing the U.S. Department of The Treasury Coronavirus State and Local Fiscal Recovery Funds (ARPA) program and is subject to all applicable Federal and State laws and regulations.

Published: October 1, 8, 2024

AFFIDAVIT OF PUBLICATION

State of Pennsylvania, County of Lancaster, ss:

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PUBLICATION DATES:

Oct. 1, 2024

Oct. 8, 2024

NOTICE ID: mSZb7ykCCTYcz18kJIG4

PUBLISHER ID: 1261271

NOTICE NAME: REVISED 24-06 IN-CAR CAMERAS

Publication Fee: \$1190.94

I declare under penalty of perjury that the foregoing is true and correct.

(Signed) Tatiana Dorval

VERIFICATION

State of Pennsylvania
County of Lancaster

Commonwealth of Pennsylvania - Notary Seal
Nicole Burkholder, Notary Public
Lancaster County
My commission expires March 30, 2027
Commission Number 1342120

Subscribed in my presence and sworn to before me on this: 10/08/2024

Nicole Burkholder

Notary Public

Notarized remotely online using communication technology via Proof.

Bids & Proposals
INVITATION TO BIDDERS
LM 24-06

Sealed Bids will be received at bidsubmit.cityoflamarque.org until 10:00 A.M., Thursday October 31, 2024. Bids will be publicly opened and read in the Council Chambers (next door to City Hall) , 1109-B Bayou Road at 11:30 a.m., for In-Car Cameras must be submitted to bidsubmit.cityoflamarque.org and titled "LM 24-06 In-Car Cameras".

All Bids shall be accompanied by a cashier's or certified check upon a national or state bank in the amount of five percent (5%) of the total maximum bid price payable without recourse to the City of La Marque, Texas, or a bid bond in the same amount from a reliable surety company, as a guarantee that bidder will enter into a Contract. The notice of award of Contract shall be given by the Owner within sixty (60) days following the opening of bids. Bid security will be returned to the respective bidders within ten (10) days after bids are opened, except those checks or bonds which the Owner elects to hold until the successful bidder has executed the Contract. Thereafter, the remaining checks, including security of successful bidder, will be returned within five (5) days. Remaining bid bonds will not be returned unless requested by Bidder.

The successful bidder must furnish Performance Bond and Payment Bond upon the forms which are attached hereto in the amount of one hundred percent (100%) of the contract price within 15 days after receipt of the contract documents. Payment and performance bonds shall be issued from sureties with a minimum "A" or "A-" rating from Best's Key Rating Guide and who are licensed by the Texas Department of Insurance to do business in Texas and to issue said bonds. The bonds must be signed by an authorized representative of the surety and licensed by the State Board of Insurance.

Specifications and proposal documents may be secured by bids.cityoflamarque.org.

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A Non-Mandatory Pre-Bid Conference for prospective bidders, suppliers, etc., will be held 10:00 a.m. on October 10, 2024 in person at 1109-B Bayou Rd, La Marque, TX in accordance with the Instructions to Bidders.

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in utilizing the U.S. Department of The Treasury Coronavirus State and Local Fiscal Recovery Funds (ARPA) program and is subject to all applicable Federal and State laws and regulations.

Published: October 1, 8, 2024



CITY COUNCIL AGENDA FORM

Meeting Date: October 14, 2024

Agenda Item: 10.II.

Prepared by: _____

Reviewed by: _____

Department: City Clerk

AGENDA ITEM DESCRIPTION:

For the purpose of hearing a complaint or charge against an officer or employee:
Councilmember District C

STAFF BRIEFING:

HISTORY:

09.09.2024-Councilmember District C requested all ethics complaints be reviewed during a council meeting.

09.10.2024- Councilmember District D endorsed the agenda item request.

FISCAL IMPACT:



CITY COUNCIL AGENDA FORM

Meeting Date: October 14, 2024

Agenda Item: 11.II.

Prepared by: _____

Reviewed by: _____

Department: City Clerk

AGENDA ITEM DESCRIPTION:

For the purpose of hearing a complaint or charge against an officer or employee:
Councilmember District C

STAFF BRIEFING:

HISTORY:

09.09.2024-Councilmember District C requested all ethics complaints be reviewed during a council meeting.

09.10.2024- Councilmember District D endorsed the agenda item request.

FISCAL IMPACT: