



**CITY OF LA MARQUE
CITY COUNCIL
REGULAR AGENDA
of
March 24, 2025**

Notice is hereby given that the City Council of the City of La Marque, Texas will conduct a **Regular Meeting** on **March 24, 2025**, 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. AWARDS AND RECOGNITIONS
 - 4.I. Award: "2024 Community Policing Officer of the Year" Officer Kellie Stanford
 - 4.II. Proclamation: La Marque High School Boys Basketball
 - 4.III. Proclamation: National First Responders Wellness Week
 - 4.IV. Proclamation: National Library Week
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. PRESENTATIONS

6.I. Presentation: Human Resources Software - NeoGov

7. OLD BUSINESS

Items presented to the Council for discussion and possible action:

7.I. City Attorney Services

Setting a limit on the number of hours an elected official can access the city attorney's services without council approval - *Legal/Finance*

7.II. ARPA #2232 Bid Award for LM 24-17

Approving the purchase of two (2) Caterpillar 303.5 Mini Excavators from Mustang CAT utilizing allocated ARPA Funds in the amount of \$125,266.88 - *Public Works*

7.III. Boards and Commissions

Appointing, reappointing, and/or removing members of boards, commissions, and committees - *City Clerk*

8. NEW BUSINESS

Items presented to the Council for discussion and possible action:

8.I. Resolution No. R-2025-0017

Entering into a Memorandum of Understanding with Hitchcock Special Response Team - *Police*

8.II. Resolution No. R-2025-0018

Entering into a Memorandum of Understanding with Santa Fe Special Response Team - *Police*

8.III. Resolution No. R-2025-0019

Suspending the proposal by CenterPoint Energy Resources Corp., D/B/A CenterPoint Energy to implement interim GRIP rate adjustments for gas utility investment in 2024 - *Legal*

8.IV. ARPA Bid Award- Human Resources Software

Authorizing the City Manager upon final approval of the City Attorney to sign a contract with NeoGov, in the amount of \$378,637.00 for the provision of human resources and payroll software - *Human Resources*

8.V. Westwood Subdivision Pavement and Drainage Improvements- Change Order #3

Change Order No. 3 for the Westwood Subdivision Pavement & Drainage Improvements project, submitted by Adico, LLC, in the amount of \$27,939.97 - *Public Works*

8.VI. Mid-Year Financial Retreat

Scheduling a mid-year financial retreat in preparation for the 2025 Budget Amendment - *Administration*

9. CITY MANAGER REPORT

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

9.I. ARPA (American Rescue Plan Act): City Department Expenditures Update

9.II. Citywide Manhole Rehab- Change Order

9.III. February 2025 Municipal Court Stats

9.IV. February 2025 Stormwater Report

9.V. February 2025 Water Loss Report

9.VI. March 2025 Economic Development Corporation Report

9.VII. 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 551.071 (Consultation with Attorney)

Regarding the Collective Bargaining Agreement with the La Marque Police Association

10.II. Section 551.071 (Consultation with Attorney)

Regarding the Collective Bargaining Agreement with Fire Fighters Union, Local 3282, International Association of Fire Fighters

10.III. 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 551.071 (Consultation with Attorney)

Regarding the Collective Bargaining Agreement with the La Marque Police Association

11.II. Section 551.071 (Consultation with Attorney)

Regarding the Collective Bargaining Agreement with Fire Fighters Union, Local 3282, International Association of Fire Fighters

11.III. Section 551.074 (Personnel Matter)

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

12. REQUESTS AND 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 or before March 21, 2025, by 12:00 p.m.

Kierra K. Nance, TRMC
City Clerk

Office of the Mayor
for the City of La Marque

PROCLAMATION

WHEREAS, We are here to celebrate the outstanding season of the La Marque High School Boys Varsity Basketball Team; and

WHEREAS, the students of the La Marque High School Boys Varsity Basketball Team have demonstrated extraordinary commitment, hard work, and sportsmanship throughout their season; and

WHEREAS, The Cougars played a stellar season, with an overall record of 39-3 and placing first in the district with a record of 14-0; and

WHEREAS, the Cougars advanced all the way to the state semi-finals, where they played a very well, hard fought game but came up just short on advancing to the championship;

WHEREAS, the City of La Marque is proud of the accomplishments that this team has achieved throughout this season; and

WHEREAS, the coaching staff, under the leadership of Coach Kevin Wilcox, has worked tirelessly to foster the growth and success of the team, developing student-athletes who excel both on and off the court; and

NOW, BE IT RESOLVED, that the community of La Marque celebrates this momentous achievement of the La Marque High School Boys Varsity Basketball Team;

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

"COUGARS BASKETBALL DAY"

in the City of La Marque and do hereby urge everyone in the community to commend and celebrate the achievements of this remarkable team.

In testimony whereof, witness my hand and the Seal of the City of La Marque, this the 7th day of March 2025.

Keith Bell, Mayor

Office of the Mayor
for the City of La Marque

PROCLAMATION

WHEREAS, first responders, both men and women, career and volunteer, including 911 dispatchers, law enforcement officers, firefighters, emergency medical services personnel, and emergency management professionals are the core foundation of our communities, responsible for preserving safety, security, and civility; and

WHEREAS the commitment as a first responder demands more than just showing up – it requires physical strength, mental toughness, and emotional balance in order to best serve others and equally important for living a long, healthy life; and

WHEREAS, through their service to citizens and in their selfless contributions, responders endure increased instances of stress, trauma, burnout, mental fatigue, post-traumatic stress, heart disease, anxiety, depression, and other challenges that adversely affect their mental and physical wellness; and

WHEREAS, the 2025 theme of “Fit for Duty, Fit for Life” is a crucial motto for every first responder in their mission to effectively serve their community and also be able to thrive in their personal lives; and

WHEREAS, the City of La Marque recognizes the essential contributions of first responders and renew our vital commitment to providing comprehensive training and resources that support all areas of first responder wellness;

NOW, BE IT RESOLVED, that the community of La Marque celebrates the dedication and services of our first responders to the community;

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 week of March 24 – 28th, 2025, as:

“NATIONAL FIRST RESPONDERS WELLNESS WEEK”

in the City of La Marque and do hereby urge everyone in the community to celebrate the incredible selflessness of first responders, and show appreciation with local first responders for their unwavering dedication to their service.

In testimony whereof, witness my hand and the Seal of the City of La Marque, this the 21st day of March 2025.

Keith Bell, Mayor

Office of the Mayor
for the City of La Marque

PROCLAMATION

WHEREAS, libraries spark creativity, fuel imagination, and inspire lifelong learning, offering a space where individuals of all ages can explore new ideas and be drawn to new possibilities; and

WHEREAS, libraries serve as vibrant community hubs, connecting people with knowledge, technology, and resources while fostering civic engagement, critical thinking, and lifelong learning; and

WHEREAS, libraries provide free and equitable access to books, digital tools, and innovative programming, ensuring that all individuals—regardless of background—have the support they need to learn, connect, and thrive; and

WHEREAS, libraries protect the right to read, think, and explore without censorship, standing as champions of intellectual freedom and free expression; and

WHEREAS, dedicated librarians and library workers provide welcoming spaces that inspire discovery, collaboration, and creativity for all by providing services that include partnering with schools, businesses, and other organizations to help maximize resources and provide opportunities for people of all ages to continuously learn through story time, STEAM programs, and literacy initiatives; and

WHEREAS, libraries, librarians, and library workers across the country are joining together to celebrate National Library Week under the theme **"Drawn to the Library"**;

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 week of April 6 – 12, 2025, as:

"NATIONAL LIBRARY WEEK"

in the City of La Marque and do hereby urge everyone in the community to celebrate and utilize the wonderful resources available at the La Marque Public Library.

In testimony whereof, witness my hand and the Seal of the City of La Marque, this the 21st day of March 2025.

Keith Bell, Mayor



HUMAN RESOURCE (HRIS)
PAYROLL SOFTWARE

NEOGOV

Built for Us

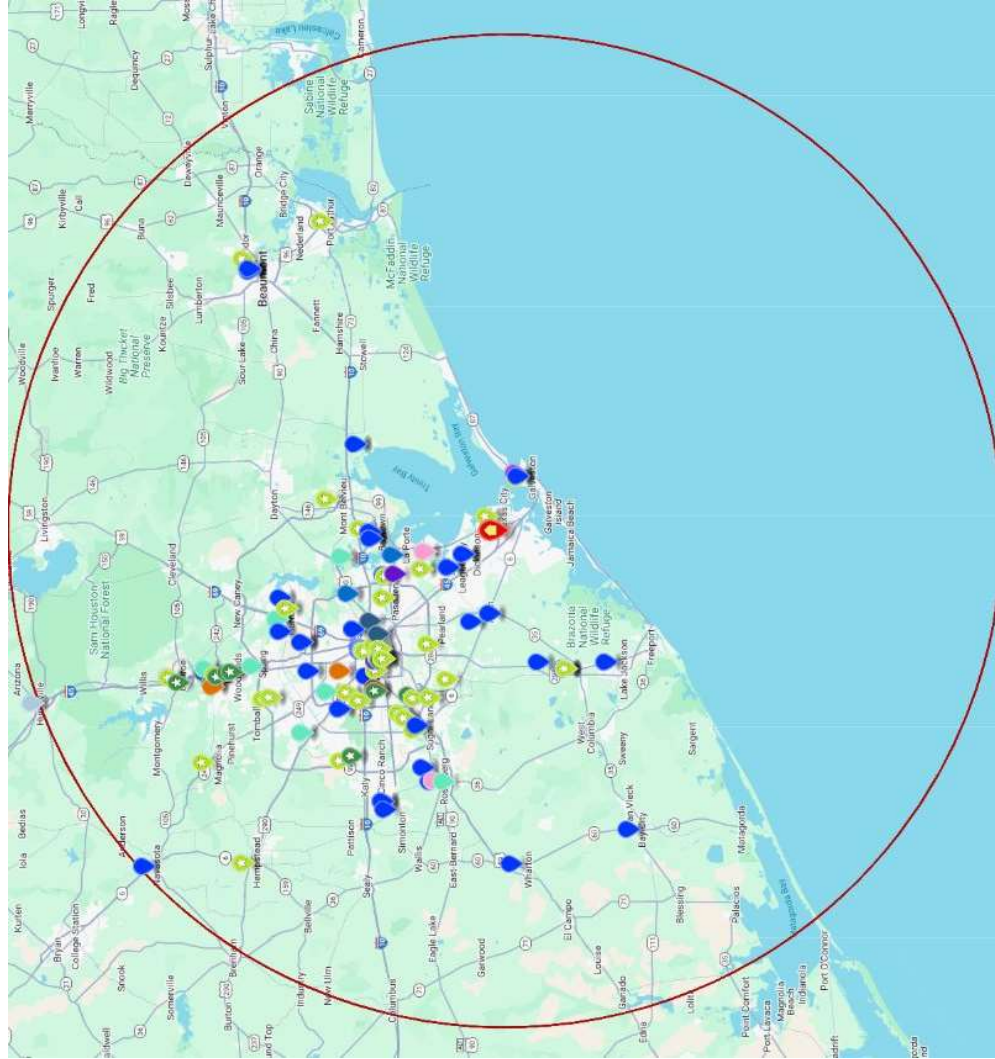
NEOGOV
serves...



OTHER VENDORS
serve...



Greater Houston Area Customers



NEOGOV

Our Proposed Solution

Supporting the Entire Employee Lifecycle

RECRUIT

Talent Acquisition

- AT** **Attract**
Candidate Relationship Management
- GJ** **GovernmentJobs**
Public Sector Job Board
- IN** **Insight**
Applicant Tracking
- VI** **Vetted**
Background Investigation
- ON** **Onboard**
Employee Onboarding

DEVELOP

Training & Development

- LE** **Learn**
Training Management
- PE** **Perform**
Performance Management

COMPLY

Compliance Management

- EF** **eForms**
Employee Document Management
- PO** **Policy**
Policy Management
- RE** **Recall**
Policy Training

HRIS

People & Workforce Management

- HR** **CoreHR**
Employee Lifecycle Management
- BE** **Benefits**
Benefit Plan Administration
- TA** **Time & Attendance**
Employee Time Tracking
- SC** **Schedule**
Personnel Scheduling
- PR** **Payroll**
Pay & Tax Processing

- Payroll Services**

ACH Processing, Tax Filing & Payments, and Year End

Common Challenges

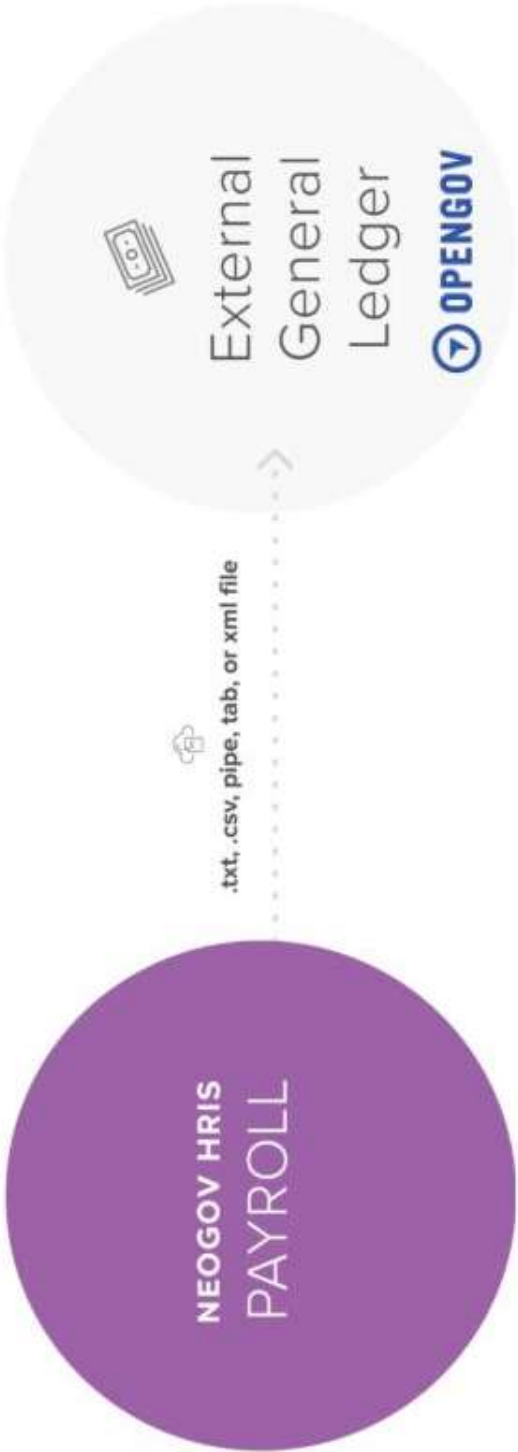
“Our current systems **don’t support the unique needs** of the public sector.”

“Employees **call/email us all the time** with payroll or benefits questions.”

“We have to **enter employee information** in several different systems.”

“Our payroll processes are **complex, prone to errors,** and time consuming.”

Works with any GL



The NEOGOV
Human Capital Management Platform
will help the City of La Marque...



**Be a
Top Employer**



**Recruit and
Retain Talent**



**Operate More
Efficiently**



**Make Decisions
Informed by Data**

Empower your team with HRIS



Q&A



THANK YOU

NEOGOV





CITY COUNCIL AGENDA FORM

Meeting Date: March 24, 2025

Prepared by: _____

Department: Administration

Agenda Item: 7.I.

Reviewed by: _____

AGENDA ITEM DESCRIPTION:

Setting a limit on the number of hours an elected official can access the city attorney's services without council approval - *Legal/Finance*

STAFF BRIEFING:

It has been determined that there has been an increase in legal billing over the last 12 months. In an effort to be good stewards of the city's budget, a request is being made to the council to consider establishing a framework around their legal spending.

HISTORY:

02.10.2025 - Item tabled

02.24.2025 - Item tabled

FISCAL IMPACT:

Unknown



CITY COUNCIL AGENDA FORM

Meeting Date: March 24, 2025

Prepared by: Amanda Hobby

Department: Public Works

Agenda Item: 7.II.

Reviewed by: Kierra Nance

AGENDA ITEM DESCRIPTION:

Approving the purchase of two (2) Caterpillar 303.5 Mini Excavators from Mustang CAT utilizing allocated ARPA Funds in the amount of \$125,266.88 - *Public Works*

STAFF BRIEFING:

The city received five (5) bids: R.B. Everett - Canopy Option \$73,030.00 (Incomplete Bid), R.B. Everett - Cab Option \$85,292.00 (Incomplete Bid), ASCO - \$113,000.00, King Ranch - \$113,871.84, Mustang CAT - \$125,266.88

HISTORY:

The utility department currently utilizes a 2012 Kubota mini excavator. Due to the amount of usage as well as the age, the equipment is constantly in the shop for repairs.

03.10.2025 - Item tabled and requested for next meeting

FISCAL IMPACT:

Allocated ARPA Funds- \$125,266.68

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

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:			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).

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 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 Must file online at www.ethics.state.tx.us/File																																							
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.																																									
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.																																									
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.																																									
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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	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 \(state.tx.us\)](#), 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

Addendum 1
10/22/24
LM 24-17 Mini Excavator

Is a Bid bond required?

No, a bid bond is not required

I missed the pre-bid conference. Does this disqualify me from submitting a proposal?

No. The City has waived the mandatory pre-bid attendance requirement.

Could the City please clarify if they will allow electronic submission via their bid submission portal, or if only mailed/hand delivered responses will be accepted?

You may submit your response either by mail or through an electronic upload; both methods are not required.

For digital delivery: the subject line of the email should include the Respondent's Name, RFP number, and the time/due date of the RFP. The completed response, along with all attachments, should be uploaded to the following point of contact:
[Bidsubmit.cityoflamarque.org](https://bidsubmit.cityoflamarque.org)

If the response is mailed or hand-delivered, sealed proposals (an original and 3 copies) must be submitted on the original forms provided. Each response must be sealed and placed in a properly identified envelope, including the Respondent's Name, RFP number, and the time/due date of the RFP.

Mailed/hand-delivered submissions should be addressed to:

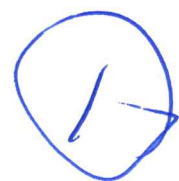
**City Clerk
1111 Bayou Road
La Marque, TX 77568**

Addendum - 2
10/30/2024
IFB-24-17 Mini Excavator

BIDS WILL BE OPENED AND READ ALOUD:

Thursday, October 31, 2024, at 11:00 AM 1109-B Bayou
Road La Marque, TX 77568

BID OPENING SHEET



Contract: LM 24-17

Project: Mini Excavator

Bid Date: October 31, 2024 at 11:00 A.M. in the City Council Chamber Room,
1109-B Bayou Road, La Marque, Texas, 77573

Bidder # 1: P.B. Everett & Co. (Opt.1) Bid Amt: \$85,292.00 cas

Bidder # 2: P.B. Everett & Co. (Opt.2) Bid Amt: \$73,030.00 car

Bidder # 3: King Ranch AG & Turf Bid Amt: \$113,871.84

Bidder # 4: Mustang CAT Bid Amt: \$125,266.88

Bidder # 5: Asco Bid Amt: \$113,000.00

Bidder # 6: Bid Amt: _____

Bidder # 7: Bid Amt: _____

Bidder # 8: Bid Amt: _____

Bidder # 9: Bid Amt: _____

Bidder # 10: Bid Amt: _____

Bids Opened and Read By: Amanda Jobby 10.31.24

Bids Recorded and Witnessed By: Kasey C. Sest

1

✓

RATING SHEET – REQUEST FOR PROPOSALS (RFP)
COMPETITIVE PROCUREMENT FOR GENERAL SERVICES, SUPPLIES, AND/OR EQUIPMENT

Entity Name:	City of La Marque
IFB Title or Number:	2024 mini-Excavator
Source of Funds:	American Rescue Plan Act (ARPA) (list others)
Evaluator's Name:	Cimanda Hobbay
Name of Respondent:	ASCO
Date of Rating:	November 4, 2024

Each evaluation committee member shall independently assess the content of each response using only the evaluation criteria and weights published in the solicitation and award points up to the maximum listed for each factor. Information necessary to assess the Respondent on these criteria may be gathered from past experience with the Respondent, from the Respondent's proposal response, and/or by contacting past/current clients (references) of the Respondent. Respondents proposing to offer specific services (if allowed in IFB) should be scored only on those services. Rate Respondent in the following areas:

Pass/Fail Criteria

	Factor	Pass	Fail	Comments
1.	Responsiveness of Proposal	\		
2.	Financial Stability	\		
Must pass all above areas to proceed. If a Fail is marked, <u>stop here</u> .				

Total Score (A + B + C)

	Factor	Maximum Points	Score	Comments
A.	Understanding of Work, Experience, and Relevant Qualifications – Experience in services similar in size and scope; total number and types of employees, skills, knowledge and abilities, company background history, number of years in providing similar services.	20	10	
B.	Capacity to Perform and Delivery/Service Schedule – Demonstrated capacity to provide goods or services within the prescribed delivery date and time. Provided references should be considered in this evaluation.	20	10	
C.	Pricing – Prices for all goods and/or services shall be all inclusive and valid for 90 days.	60	60	
	TOTAL AVAILABLE POINTS	100		

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



ASCO
miniEXC

Prepared By: Department of Public Works

SOLICITATION RESPONSE COVER SHEET/ACKNOWLEDGMENT OF ADDENDA/SUBMISSION CHECKLIST

Title of Solicitation:	LM 24-17 Mini Excavator
Name of Respondent:	TIMOTHY GATES
Company:	ASSOCIATED SUPPLY COMPANY, INC. DBA ASCO EQUIPMENT
Mailing Address:	6203 LONG DR,
City, State, Zip:	HOUSTON, TX 77087
Phone Number:	281-627-5148
Company Contact Email Address:	TGATES@ASCOEQ.COM
Texas Vendor ID Number:	1751386410200 / 06180
EIN/Federal Tax Identification Number:	75-1386410

ACKNOWLEDGEMENT OF ADDENDA

ADDENDUM NO.	DATE ISSUED
ADDENDUM NO. 1	10/22/2024
ADDENDUM NO. 2	10/30/2024

☐ Please check this box if no addenda were issued.

Asco
Munich

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:	TIMOTHY GATES
AUTHORIZED SIGNATURE:	<i>Timothy Gates</i>
TITLE OF AUTHORIZED AGENT:	GOVERNMENT SALES MANAGER
DATE OF SIGNATURE:	10/30/2024

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	Case CX37C	\$56,500.00	\$ 113,000.00		
2				\$	\$		
3				\$	\$		
4				\$	\$		
5				\$	\$		
TOTAL FIRM FIXED PRICE					\$ 113,000.00		
6	DELIVERY – Number of calendar days for delivery after receipt of the order:			90 calendar days			
Name of Firm:		ASSOCIATED SUPPLY COMPANY, INC. DBA ASCO EQUIPMENT					
RFP #:		LM 24-17					
RFP Name:		Mini Excavator					

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:	<i>Timothy Gates</i>
PRINTED NAME OF AUTHORIZED AGENT:	TIMOTHY GATES
TITLE OF AUTHORIZED AGENT:	GOVERNMENT SALES MANAGER
DATE OF SIGNATURE:	10/30/2024

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: ASSOCIATED SUPPLY COMPANY, INC. DBA ASCO EQUIPMENT

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:	CITY OF MONT BELVIEU
Company Address:	3811 Perry Ave, Mont Belvieu, TX 77523
Contact Name/Title/Phone:	MICHAEL MUELLER/ PARKS SUPERVISOR/ 713-903-5027
Contact Email:	MMUELLER@MONTBELVIEU.NET
Contract Award Date:	10/23/2023
Contract Completion Date:	01/31/2024
Contract Project Name:	CITY OF MONT BELVIEU PURCHASE OF GENIE S-65XC
Brief Description of Services:	PURCHASE OF GENIE S-65XC BOOM LIFT



NON-DEBARMENT CERTIFICATION FORM

COMPANY/ENTITY LEGAL NAME: ASSOCIATED SUPPLY COMPANY, INC

STREET ADDRESS: 6203 LONG DR

CITY:HOUSTON

STATE: TEXAS

ZIP: 77087

CONTACT NAME: TIMOTHY GATES

CONTACT EMAIL: TGATES@ASCOEQ.COM

CONTACT PHONE: 281-627-5148

***UEI #** ZYF4LBHZBJA3

****TIN #** 75-1386410

*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 *Timothy Gates*

PRINTED NAME & TITLE TIMOTHY GATES, GOVERNMENT SALES MANAGER

DATE 10/31/2024

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:

LIFT CAPACITIES

8 ft 2 in (2.5 m) Boom, 4 ft 3 in (1.3 m) Arm, Dozer Blade Down Canopy unit equipped with 0.11 m³ (SAE heaped) bucket, 12 in (300 mm) rubber track and 900 lb (410 kg) counterweight.

Load/Lift Point Height	LOAD RADIUS								MAXIMUM REACH		
	3 ft (1.0 m)		7 ft (2.0 m)		10 ft (3.0 m)		13 ft (4.0 m)		REACH	CAPACITY	
	END	SIDE	END	SIDE	END	SIDE	END	SIDE	@	END	SIDE
+10 ft (3.0 m)									12 ft 11 in (3.94 m)	1,170 lb* (530 kg)*	1,070 lb (490 kg)
+7 ft (2.0 m)					1,380 lb* (630 kg)*	1,380 lb* (630 kg)*	1,210 lb* (550 kg)*	1,020 lb (460 kg)	14 ft 7 in (4.45 m)	1,190 lb* (540 kg)*	830 lb (380 kg)
+3 ft (1.0 m)					1,990 lb* (900 kg)*	1,540 lb (700 kg)	1,400 lb* (640 kg)*	970 lb (440 kg)	15 ft 3 in (4.64 m)	1,240 lb* (560 kg)*	750 lb (340 kg)
Groundline			2,990 lb* (1 320 kg)*	2,500 lb (1 130 kg)	2,410 lb* (1 090 kg)*	1,440 lb (650 kg)	1,570 lb* (710 kg)*	920 lb (420 kg)	14 ft 11 in (4.55 m)	1,320 lb* (600 kg)*	750 lb (340 kg)
-3 ft (-1.0 m)	3,840 lb* (1 740 kg)*	3,840 lb* (1 740 kg)*	4,330 lb* (1 960 kg)*	2,800 lb (1 270 kg)	2,390 lb* (1 090 kg)*	1,410 lb (640 kg)	1,520 lb* (690 kg)*	910 lb (410 kg)	13 ft 8 in (4.17 m)	1,400 lb* (640 kg)*	860 lb (390 kg)
-7 ft (-2.0 m)	5,680 lb* (2 580 kg)*	5,680 lb* (2 580 kg)*	3,190 lb* (1 450 kg)*	2,980 lb (1 310 kg)	1,840 lb* (830 kg)*	1,460 lb (660 kg)			11 ft 0 in (3.36 m)	1,470 lb* (670 kg)*	1,230 lb (560 kg)

NOTE: Lifting capacity are based on ISO 10567.

Lifting capacity does not exceed 75% of tipping load with the machine on firm, level ground or 87% of full hydraulic capacity.

The lift point is a hook located on the back of the bucket.

*Indicates load limited by hydraulic capacity.

8 ft 2 in (2.5 m) Boom, 5 ft 3 in (1.6 m) Arm, Dozer Blade Down Canopy unit equipped with 0.11 m³ (SAE heaped) bucket, 12 in (300 mm) rubber track and 1,235 lb (560 kg) counterweight.

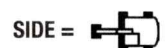
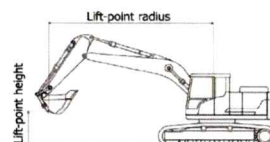
Load/Lift Point Height	LOAD RADIUS								MAXIMUM REACH		
	3 ft (1.0 m)		7 ft (2.0 m)		10 ft (3.0 m)		13 ft (4.0 m)		REACH	CAPACITY	
	END	SIDE	END	SIDE	END	SIDE	END	SIDE	@	END	SIDE
+10 ft (3.0 m)							970 lb* (440 kg)*	970 lb* (440 kg)*	14 ft 2 in (4.32 m)	970 lb* (440 kg)*	970 lb* (440 kg)*
+7 ft (2.0 m)							1,060 lb* (480 kg)*	1,060 lb* (480 kg)*	15 ft 8 in (4.78 m)	940 lb* (420 kg)*	840 lb (380 kg)
+3 ft (1.0 m)			3,710 lb* (1 680 kg)*	3,390 lb (1 540 kg)	1,770 lb* (800 kg)*	1,760 lb (800 kg)	1,290 lb* (590 kg)*	1,110 lb (500 kg)	16 ft 3 in (4.95 m)	990 lb* (450 kg)*	760 lb (350 kg)
Groundline			3,060 lb* (1 390 kg)*	3,060 lb* (1 390 kg)*	2,300 lb* (1 040 kg)*	1,630 lb (740 kg)	1,510 lb* (680 kg)*	1,050 lb (470 kg)	16 ft 0 in (4.87 m)	1,140 lb* (520 kg)*	760 lb (350 kg)
-3 ft (-1.0 m)	3,040 lb* (1 380 kg)*	3,040 lb* (1 380 kg)*	4,610 lb* (2 090 kg)*	3,090 lb (1 400 kg)	2,420 lb* (1 100 kg)*	1,580 lb (720 kg)	1,560 lb* (710 kg)*	1,020 lb (460 kg)	14 ft 10 in (4.52 m)	1,250 lb* (570 kg)*	850 lb (380 kg)
-7 ft (-2.0 m)	4,610 lb* (2 090 kg)*	4,610 lb* (2 090 kg)*	3,720 lb* (1 690 kg)*	3,160 lb (1 430 kg)	2,080 lb* (940 kg)*	1,600 lb (730 kg)			12 ft 6 in (3.81 m)	1,340 lb* (610 kg)*	1,120 lb (510 kg)

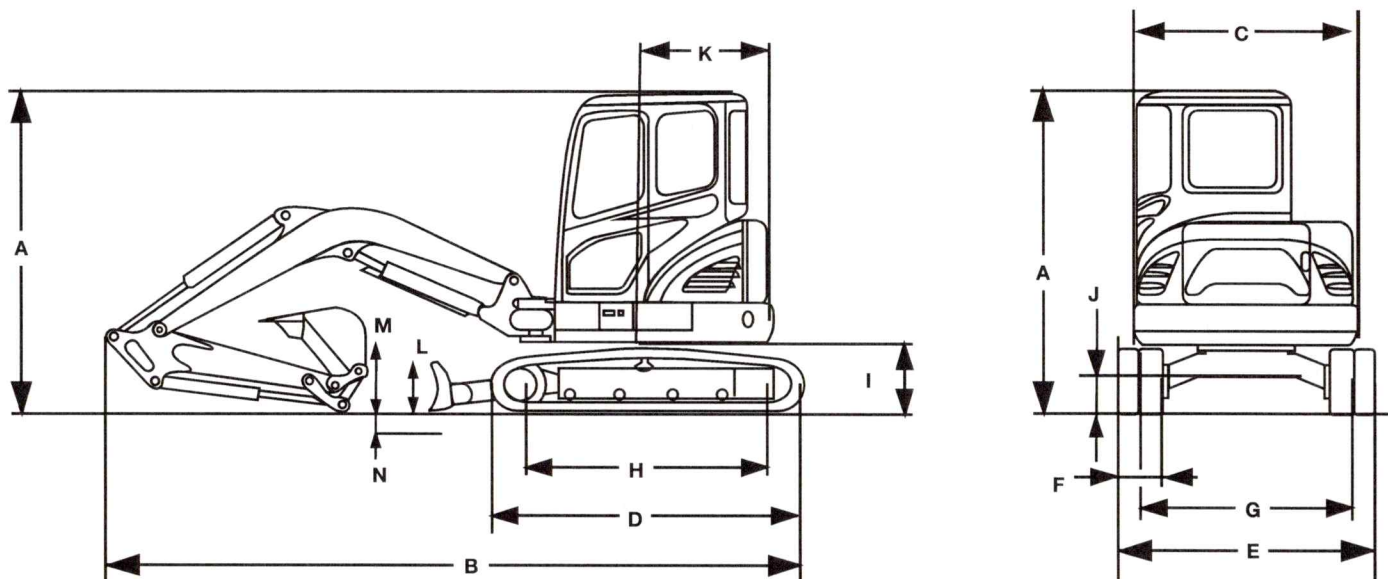
NOTE: Lifting capacity are based on ISO 10567.

Lifting capacity does not exceed 75% of tipping load with the machine on firm, level ground or 87% of full hydraulic capacity.

The lift point is a hook located on the back of the bucket.

*Indicates load limited by hydraulic capacity.

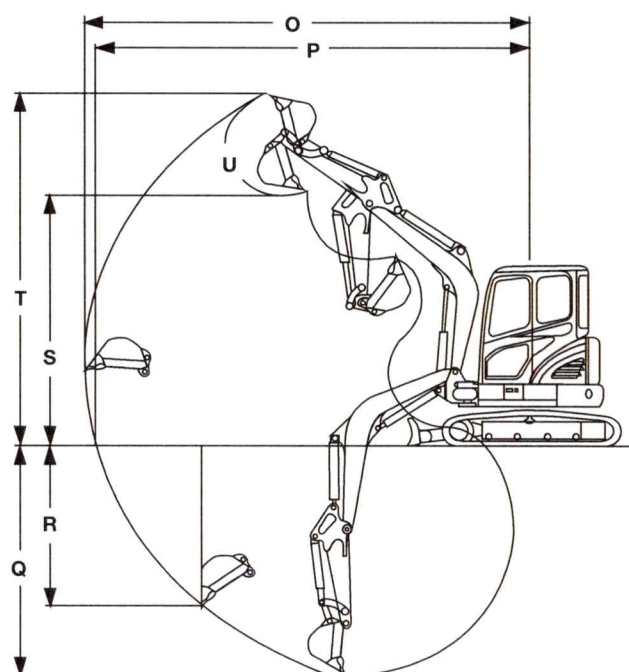




Line drawings are for illustrative purpose only
and may not be exact representation of unit.

DIMENSIONS

	4 ft 3 in (1.3 m) Arm
A. Overall height	8 ft 2 in (2 500 mm)
B. Overall transport length	15 ft 9 in (4 790 mm)
C. Width of upper structure	5 ft 0 in (1 530 mm)
D. Track overall length	7 ft 0 in (2 130 mm)
E. Track overall width	5 ft 9 in (1 740 mm)
F. Track shoe width	12 in (300 mm)
G. Track gauge	4 ft 9 in (1 440 mm)
H. Center to center - idler to sprocket	5 ft 7 in (1 700 mm)
I. Upper structure ground clearance	1 ft 9 in (540 mm)
J. Minimum ground clearance	11 in (290 mm)
K. Tail swing radius:	
Standard counterweight	2 ft 10 in (870 mm)
Additional counterweight	3 ft 3 in (985 mm)
Boom swing	75° left/50° right
Tail swing overhang:	
Standard counterweight	0 in (0 mm)
Additional counterweight	5 in (115 mm)



BLADE SPECS

	Standard Blade	Angled Blade
L. Backfill blade height	1 ft 3 in (370 mm)	1 ft 4 in (407 mm)
M. Backfill blade rise above ground	1 ft 3 in (375 mm)	1 ft 5 in (428 mm)
N. Backfill blade dig depth	1 ft 3 in (390 mm)	1 ft 5 in (440 mm)
Backfill blade width	5 ft 9 in (1 740 mm)	5 ft 9 in (1 740 mm)

PERFORMANCE SPECS

	4 ft 3 in (1.3 m) Arm	5 ft 3 in (1.6 m) Arm
O. Maximum dig radius	17 ft 5 in (5 315 mm)	18 ft 5 in (5 605 mm)
P. Dig radius at groundline	17 ft 1 in (5 200 mm)	18 ft 0 in (5 495 mm)
Q. Maximum dig depth	10 ft 3 in (3 135 mm)	11 ft 3 in (3 440 mm)
R. Vertical straight wall dig depth	7 ft 2 in (2 190 mm)	8 ft 5 in (2 565 mm)
S. Dump height	11 ft 3 in (3 425 mm)	11 ft 10 in (3 615 mm)
T. Overall reach height	15 ft 9 in (4 810 mm)	16 ft 7 in (5 010 mm)
U. Bucket rotation	180°	180°
Arm digging force - ISO	4,390 lbf (1 990 kgf/19.5 kN)	3,800 lbf (1 720 kgf/16.9 kN)
Bucket digging force - ISO	6,900 lbf (3 130 kgf/30.7 kN)	6,900 lbf (3 130 kgf/30.7 kN)



ENGINE

Model	Yanmar 3TNV88F-ESHYB
Emissions Certification	Tier 4 Final
Fuel	Diesel
Cylinders	3
Displacement	100.2 in ³ (1 642 cc)
Fuel injection	Mechanical w/electronic governor
Gross horsepower – SAE J1995 @ 2200 RPM:	24.4 hp (18.2 kW)
Net horsepower – SAE J1349 @ 2200 RPM:	23.7 hp (17.7 kW)
Maximum Engine Torque @ 1200 RPM:	69.4 lb ft (94.1 Nm)
Cooling	Water-cooled

DRIVETRAIN

Travel speeds:	
1st	1.6 mph (2.5 kph)
2nd	2.6 mph (4.2 kph)
Maximum traction force	6,835 lb (3 100 kg)
Gradeability	30° (58%)
Ground pressure:	
Canopy	N/A
Cab	4.83 psi (0.34 kgf/cm ²)

ELECTRICAL

Voltage	12 Volts
Alternator rating	55 amp
Battery	1 x 12 V x 70 Ah 750 CCA

OPERATOR ENVIRONMENT

ROPS/FOPS four post canopy or enclosed cab; ISO 6396:2008 sound pressure level LpA=75dB (A); Pilot operated hand controls and foot pedals; Adjustable seat w/seat belt; Arm rests; 12V socket.

Display includes:

Engine oil pressure warning lamp; Battery charging warning lamp; Engine preheat pilot lamp; Engine coolant temp warning lamp; Air cleaner warning lamp; Overload warning lamp; Travel speed pilot lamp; Fuel low level warning lamp; Air cleaner warning lamp; Hyd. quick coupler lock lamp; Engine coolant temp gauge; Fuel gauge and Hour meter.

OPERATING WEIGHT

Canopy operating weight:	
Short arm	7,990 lb (3 625 kg)
Long arm w/additional counterweight	8,350 lb (3 790 kg)
Cab operating weight:	
Short arm	8,300 lb (3 765 kg)
Long arm w/additional counterweight	8,660 lb (3 930 kg)

NOTE: w/rubber tracks/no quick coupler/bucket/fluids/full of fuel/165 lb operator.

HYDRAULICS

Main pumps:	Variable displacement tandem axial piston pump + gear pump
Max rated flow:	2 x 9.9 + 6.1 gpm (2 x 37.4 + 23.1 L/min)

Auxiliary flow @ 3,278 psi (226 bar):	
Primary	16.0 gpm (60.5 L/min)
Secondary	16.0 gpm (60.5 L/min)

System relief pressure:	
Standard	3,271 psi (226 bar)
Overload relief valve	3,556 psi (245 bar)

Pilot control hydraulic system:	
Pump	Gear Pump
Maximum capacity	2.6 gpm (9.9 L/min)

Control valves:	
Pilot control for boom, arm, bucket, and swing	
Mechanical control for left/right travel and backfill blade	

Swing motor:	Fixed displacement axial piston motor Automatic spring applied hydraulic released brake
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Travel motor:	Variable displacement axial piston 2-stage planetary Automatic spring applied hydraulic released brake
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SERVICE CAPACITIES

Fuel tank	10.5 gal (40 L)
Hydraulic tank:	
Refill capacity	9.8 gal (37 L)
Total system	15.9 gal (60 L)
Engine oil w/filter change	1.8 gal (6.7 L)
Radiator	1.5 gal (5.5 L)

OTHER SPECIFICATIONS

Swing speed	0 – 9.5 RPM
Undercarriage:	
Track rollers	1 upper/4 lower each
Boom:	
Swing	75° left/50° right
Length	8 ft 2 in (2.5 m)
Arm:	
Standard length	4 ft 3 in (1.3 m)
Long arm length	5 ft 3 in (1.6 m)

Addendum - 2
10/30/2024
IFB-24-17 Mini Excavator

BIDS WILL BE OPENED AND READ ALOUD:

Thursday, October 31, 2024, at 11:00 AM 1109-B Bayou
Road La Marque, TX 77568

Exhibit A3 – Request for Payment

Project Name:	LM 24-17 Mini Excavator		
Vendor Name:	ASSOCIATED SUPPLY COMPANY, INC.		
Date of Request:	10/30/2024		
Contact Name:	TIMOTHY GATES		
Contact Phone:	281-627-5148	Contact Email:	TGATES@ASCOEQ.COM

Item for Payment	Description	Unit Cost or Percent Complete	# of Units	Total Amount
CASE CX37C	MINI EXCAVATORS	\$56,500.00	2	\$113,000.00
TOTAL				\$113,000.00

X	Attachments

Submitted By	
Name and Title	TIMOTHY GATES
Signature	<i>Timothy Gates</i>

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 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
Sale of Two Case CX37C MINI EXCAVATORS	\$ 113,000.00
	\$
	\$
	\$
TOTAL LUMP SUM PRICE (TOTAL OF ABOVE LINE ITEMS)	\$ 113,000.00

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: ASSOCIATED SUPPLY COMPANY, INC
(Entity Official)

TIMOTHY GATES
(Printed Name)

GOVERNMENT SALES MANAGER
(Title)

10/30/2024
(Date)

BY: Timothy Gates
(Vendor's Authorized Representative)

TIMOTHY GATES
(Printed Name)

GOVERNMENT SALES MANAGER
(Title)

10/30/2024
(Date)



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	ASSOCIATED SUPPLY COMPANY, INC.
Entity Address 1	1111 Bayou Road	Vendor Address 1	6203 LONG DR,
Entity Address 2	La Marque, Texas 77568	Vendor Address 2	HOUSTON, TX 77087
Entity Representative for Project		Vendor Representative for Project	
Name	Amanda Hobby	Name	TIMOTHY GATES
Title	Assistant Director of Public Works	Title	GOVERNMENT SALES MANAGER
Phone	(409) 795-7996	Phone	281-627-5148
Email	a.hobby@cityoflamarque.org	Email	TGATES@ASCOEQ.COM
Entity Billing Contact		Vendor Billing Contact	
Name	Gina Galicia	Name	TIMOTHY GATES
Title	Accounts Payable Clerk	Title	GOVERNMENT SALES MANAGER
Phone	(409) 938-9214	Phone	281-627-5148
Email	g.galicia@cityoflamarque.org	Email	TGATES@ASCOEQ.COM

ATTACHMENT L: NON-COLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

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: Timothy Gates

Printed Name: TIMOTHY GATES

Title: GOVERNMENT SALES MANAGER

Company: ASSOCIATED SUPPLY COMPANY, INC.

Date: 10/31/2024

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: _____

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 ASSOCIATED SUPPLY COMPANY, INC. (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	<i>Timothy Gates</i>
NAME OF AUTHORIZED AGENT	TIMOTHY GATES
TITLE OF AUTHORIZED AGENT	GOVERNMENT SALES MANAGER
DATE	10/30/2024

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, ASSOCIATED SUPPLY COMPANY, INC. DBA ASCO EQUIPMENT (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	<i>Timothy Gates</i>
NAME OF AUTHORIZED AGENT	TIMOTHY GATES
TITLE OF AUTHORIZED AGENT	GOVERNMENT SALES MANAGER
DATE	10/30/2024

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 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 Date Received	
1 Name of vendor who has a business relationship with local governmental entity. ASSOCIATED SUPPLY COMPANY, INC.		
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. NOT APPLICABLE 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. NOT APPLICABLE 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. NOT APPLICABLE		
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 <i>Timothy Gates</i> Signature of vendor doing business with the governmental entity 10/30/2024 Date		

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.

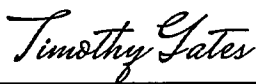
I further acknowledge that it is a breach of ethics for any employee of City of La Marque, Galveston County or a vendor doing business with the City of La Marque, Galveston County to participate directly or indirectly in a procurement when the employee or vendor knows that:

- 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

ASSOCIATED SUPPLY COMPANY, INC
COMPANY

TIMOTHY GATES, GOVERNMENT SALES MANAGER
PRINTED NAME, TITLE

10/30/2024
DATE

REFERENCE 4:

Company Name:	CITY OF MONT BELVIEU
Company Address:	3811 Perry Ave, Mont Belvieu, TX 77523
Contact Name/Title/Phone:	MICHAEL MUELLER 713-903-5027 /
Contact Email:	mmueller@montbelvieu.net
Contract Award Date:	10/05/2022
Contract Completion Date:	03/30/2023
Contract Project Name:	PURCHASE OF GENIE 5519
Brief Description of Services:	DEALER FOR GENIE 5519

REFERENCE 5:

Company Name:	CITY OF HOUSTON
Company Address:	100 JAPHET ST, HOUSTON TEXAS
Contact Name/Title/Phone:	DANIEL DAVIS, FLEET SUPERVISOR 832-395-2005
Contact Email:	DANIEL.DAVIS@HOUSTONTX.GOV
Contract Award Date:	09/16/2024
Contract Completion Date:	10/23/2024
Contract Project Name:	Airman PDS185S-6E AIR COMPRESSORS
Brief Description of Services:	DEALER FOR AIRMAN

REFERENCE 2:

Company Name:	GULF COAST AUTHORITY
Company Address:	910 BAY AREA BLVD, HOUSTON, TX 77058
Contact Name/Title/Phone:	CAL START 832-438-4570 DSTART@gcatx.org
Contact Email:	DSTART@gcatx.org
Contract Award Date:	3/01/2024
Contract Completion Date:	08/12/2024
Contract Project Name:	GULF COAST AUTHORITY PURCAHSE OF GENIE 1056
Brief Description of Services:	PURCHASE OF GENIE 1056 TELEHANDLER

REFERENCE 3:

Company Name:	CITY OF BAYTOWN
Company Address:	2401 Market St, Baytown, TX 77520
Contact Name/Title/Phone:	CITY OF BAYTOWN DAVID OYLER 832-262-1749
Contact Email:	DAVID.OYLER@baytown.org
Contract Award Date:	09/01/2023
Contract Completion Date:	09/7/2023
Contract Project Name:	CITY OF BAYTOWN PURCHASE OF GENIE 1932
Brief Description of Services:	DEALER FOR GENIE 1932 SCISSOR LIFT

STANDARD EQUIPMENT

ENGINE

Yanmar 3TNV88F-ESHYB
Glow plug starting aid
Dry type air cleaner with restriction indicator

ELECTRICAL

12-volt electrical starting system
Heavy-duty battery
Battery Master Switch
Key Start
Anti-Theft-Engine starting passwords
Front working light
Auto-idle feature with on/off switch
Horn
Pre-wired – Telematics ready

HYDRAULICS

Auxiliary hydraulics – single/bi-directional –
and plumbing to arm
Large hydraulic oil cooler
Control pattern selector valve
Cylinder rod protection covers – Backfill
blade and Boom

TRACK DRIVE

Rubber belt tracks
Automatic 2-speed travel
Fully hydrostatic drive system
Sealed and lubricated track rollers
Track tension adjustment – grease type

UPPER STRUCTURE

Zero tail swing
Standard arm: 4 ft 3 in (1.3 m)
Bucket linkage with lifting hook
Thumb bracket

OPERATOR ENVIRONMENT

See page 1

OTHER

Swing boom – 75° left/50° right
Hydraulic backfill blade

WARRANTY

Base warranty coverage: 2-Year/3,000-Hour
Full Machine Limited Warranty

OPTIONAL EQUIPMENT

OPERATOR ENVIRONMENT

Cab with Heat and air conditioning and radio
with USB and 2 speakers
Travel alarm

TRACK OPTIONS

Tracks:
Steel Tracks 12 in (300 mm)

OTHER

Additional counterweight adds 330 lb (150 kg)
Optional long arm: 5 ft 3 in (1.6 m)
Hydraulic quick coupler provision
Hydraulic coupler
Klacc coupler
Mechanical coupler
Hydraulic hammer
Beacon
2nd auxiliary circuit
4-way angle blade with 25° left and 25°
right angle offset: adds 220 lb (100 kg)

CaseCE.com

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IMPORTANT: CASE Construction Equipment Inc. reserves the right to change these specifications without notice and without incurring any obligation relating to such change. Availability of some models and equipment builds vary according to the country in which the equipment is used. The illustrations and text may include optional equipment and accessories and may not include all standard equipment. Your CASE dealer/distributor will be able to give you details of the products and their specifications available in your area.



CASE Construction Equipment is biodiesel-friendly. NOTE: All engines meet current EPA emissions regulations. All specifications are stated in accordance with SAE Standards or Recommended Practices, where applicable.



Always read the Operator's Manual before operating any equipment. Inspect equipment before using it, and be sure it is operating properly. Follow the product safety signs and use any safety features provided.

Form No. CCE20108CX37C
Replaces Form No. CCE201806CX37C

CX37C

4 of 4

RATING SHEET – REQUEST FOR PROPOSALS (RFP)
COMPETITIVE PROCUREMENT FOR GENERAL SERVICES, SUPPLIES, AND/OR EQUIPMENT

Entity Name:	King Ranch AG + Tuff
IFB Title or Number:	
Source of Funds:	American Rescue Plan Act (ARPA) (list others)
Evaluator's Name:	Christine Tumei
Name of Respondent:	Douglas Moore
Date of Rating:	11-4-2024

Each evaluation committee member shall independently assess the content of each response using only the evaluation criteria and weights published in the solicitation and award points up to the maximum listed for each factor. Information necessary to assess the Respondent on these criteria may be gathered from past experience with the Respondent, from the Respondent's proposal response, and/or by contacting past/current clients (references) of the Respondent. Respondents proposing to offer specific services (if allowed in IFB) should be scored only on those services. Rate Respondent in the following areas:

Pass/Fail Criteria

	Factor	Pass	Fail	Comments
1.	Responsiveness of Proposal	✓		
2.	Financial Stability	✓		Trying to locate
Must pass all above areas to proceed. If a Fail is marked, <u>stop here</u> .				

Total Score (A + B + C)

	Factor	Maximum Points	Score	Comments
A.	Understanding of Work, Experience, and Relevant Qualifications – Experience in services similar in size and scope; total number and types of employees, skills, knowledge and abilities, company background history, number of years in providing similar services.	20	5	
B.	Capacity to Perform and Delivery/Service Schedule – Demonstrated capacity to provide goods or services within the prescribed delivery date and time. Provided references should be considered in this evaluation.	20	20	
C.	Pricing – Prices for all goods and/or services shall be all inclusive and valid for 90 days.	60	60	
	TOTAL AVAILABLE POINTS	100	85	

RATING SHEET – REQUEST FOR PROPOSALS (RFP)
COMPETITIVE PROCUREMENT FOR GENERAL SERVICES, SUPPLIES, AND/OR EQUIPMENT

Entity Name:	City of La Marque
IFB Title or Number:	2024 Mini Excavators
Source of Funds:	American Rescue Plan Act (ARPA) (list others)
Evaluator's Name:	Amanda Hobby
Name of Respondent:	King Ranch Ag + Turf
Date of Rating:	November 4, 2024

Each evaluation committee member shall independently assess the content of each response using only the evaluation criteria and weights published in the solicitation and award points up to the maximum listed for each factor. Information necessary to assess the Respondent on these criteria may be gathered from past experience with the Respondent, from the Respondent's proposal response, and/or by contacting past/current clients (references) of the Respondent. Respondents proposing to offer specific services (if allowed in IFB) should be scored only on those services. Rate Respondent in the following areas:

Pass/Fail Criteria

	Factor	Pass	Fail	Comments
1.	Responsiveness of Proposal	✓		
2.	Financial Stability	✓		
Must pass all above areas to proceed. If a Fail is marked, <u>stop here</u> .				

Total Score (A + B + C)

	Factor	Maximum Points	Score	Comments
A.	Understanding of Work, Experience, and Relevant Qualifications – Experience in services similar in size and scope; total number and types of employees, skills, knowledge and abilities, company background history, number of years in providing similar services.	20	15	
B.	Capacity to Perform and Delivery/Service Schedule – Demonstrated capacity to provide goods or services within the prescribed delivery date and time. Provided references should be considered in this evaluation.	20	15	
C.	Pricing – Prices for all goods and/or services shall be all inclusive and valid for 90 days.	60	60	
	TOTAL AVAILABLE POINTS	100	90	

King Ranch

Dear Amanda Hobby,

I am writing to express our interest in the Request for Proposals (RFP) for two (2) Mini-Excavators funded with the Coronavirus State and local Fiscal Recovery Fund (SLFRF) and Allocated Under the American Rescue Plan Act (ARPA), Procurement Reference #2232, advertised by the City of La Marque, Texas.

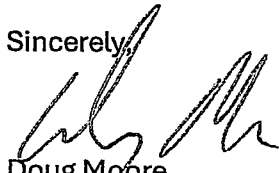
With a proven track record in providing high quality John Deere Equipment, John Deere Parts and Service, our company, King Ranch Ag & Turf, is well positioned to provide exceptional value to the City of La Marque.

Enclosed with this letter is our proposal, outlining our understanding of the equipment requirements, timelines and cost estimate. We have carefully considered the equipment specifications outlined in the RFP and believe that our proposal aligns with those provided by the City of La Marque.

King Ranch Ag & Turfs commitment to quality sales and service make us the ideal partner for the City of La Marque. We appreciate the opportunity to discuss how we can contribute to this initiative.

If you have any questions, please contact me.

Sincerely,



Doug Moore

King Ranch Ag & Turf

Cell: 832-248-4091

Office: 281-338-1300

Dmoore@king-ranch.com

ATTACHMENT A:

SOLICITATION RESPONSE COVER SHEET/ACKNOWLEDGMENT OF ADDENDA/SUBMISSION CHECKLIST

Title of Solicitation:	SLFRF / ARPA
Name of Respondent:	Douglas Moore
Company:	King Ranch AG & TURF
Mailing Address:	2135 Gulf Freeway South
City, State, Zip:	League City, TX 77573
Phone Number:	281-338-1300
Company Contact Email Address:	dmoore@king-ranch.com
Texas Vendor ID Number:	
EIN/Federal Tax Identification Number:	74-2140717

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 - <i>NOT Available / ON LINE</i>
☒	D. Customer/Client References
☐	E. Certificate of Insurance (if applicable) - <i>will provide</i>
☒	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:	<i>Ray Moore</i>
AUTHORIZED SIGNATURE:	<i>[Signature]</i>
TITLE OF AUTHORIZED AGENT:	<i>Sales Account Manager</i>
DATE OF SIGNATURE:	<i>10/30/2024</i>

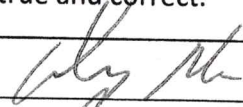
ATTACHMENT B: PRICING SHEET

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	35P COMPACT EXCAVATOR	01	Each	\$56,935.92	\$56,935.92
3	35P COMPACT EXCAVATOR	01	Each	\$56,935.92	\$56,935.92
4				\$	\$
5				\$	\$
TOTAL FIRM FIXED PRICE					\$113,871.84
6	DELIVERY – Number of calendar days for delivery after receipt of the order:			90 calendar days	
					
Name of Firm:		KING RANCH AG & TURF			
RFP #:		PROCUREMENT REFERENCE # 2232			
RFP Name:		AMERICAN REFUSE PLAN (ARPA)			

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:	Roy Moore
TITLE OF AUTHORIZED AGENT:	Sales Account Manager
DATE OF SIGNATURE:	10/25/2024

NON-DEBARMENT CERTIFICATION FORM

COMPANY/ENTITY LEGAL NAME:

King Ranch Ag & Turf

STREET ADDRESS:

2135 Gulf Freeway South.

CITY:

League City

STATE:

Texas

ZIP:

77573

CONTACT NAME:

Way Moore

CONTACT EMAIL:

lmoore@king-ranch.com

CONTACT PHONE:

281-338-1300

*UEI #

**TIN #

74-2140717

*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

Way Moore

Sales Account Manager

PRINTED NAME & TITLE

DATE

10/25/2024

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: King Ranch AG & TURF

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:	CITY OF LEAGUE CITY
Company Address:	300 WEST WALKER ST. LEAGUE CITY, TX 77573
Contact Name/Title/Phone:	WESLEY BAKER - FLEET MGR 281-554-1311
Contact Email:	Baker.Wesly@leaguecitytx.gov
Contract Award Date:	10/23/2023
Contract Completion Date:	5/01/2024
Contract Project Name:	4WD TRACTOR & 22FT BOOM MOWER.
Brief Description of Services:	Provided new Tractor with installed Boom Mower for customer.

REFERENCE 2:

Company Name:	CITY of GALVESTON
Company Address:	502 32ND ST. GALVESTON, TX
Contact Name/Title/Phone:	David Smith - EXECUTIVE DIRECTOR 409-797-3920
Contact Email:	dsmith@galveston.tx.gov
Contract Award Date:	10/2023
Contract Completion Date:	2/14/2024
Contract Project Name:	Provided 3 Compact Excavators and attachments
Brief Description of Services:	OUTFITTER 3 Compact Excavators AND ATTACHMENTS FOR DELIVERY

REFERENCE 3:

Company Name:	GALVESTON COUNTY DRAINAGE DIST 2
Company Address:	5000 FM 1765 LE MARQUE, TX 77568
Contact Name/Title/Phone:	LAUDRY CRAVENS - DIST. Manager 409-935-2041
Contact Email:	mcraus@gcd2.org
Contract Award Date:	8/7/2023
Contract Completion Date:	10/5/2023
Contract Project Name:	JOHN DEERE 4066M HD
Brief Description of Services:	Make Ready and DELIVERY OF TRACTOR.

ATTACHMENT F: ETHICS AND CONFLICT OF INTEREST ACKNOWLEDGEMENT

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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

Doug Moore, Sales Rep.
PRINTED NAME, TITLE

KING RANCH AG & TRIC
COMPANY

10/25/2024
DATE

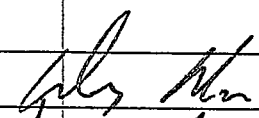
ATTACHMENT I: DISCLOSURE OF LOBBYING ACTIVITIES
SF-LLL CERTIFICATION REGARDING LOBBYING
(TO BE SUBMITTED WITH EACH BID OR OFFER EXCEEDING \$100,000)

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, King Ranch Ag & Turf (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	Doug Moore
TITLE OF AUTHORIZED AGENT	Sales Account Manager
DATE	10/25/2024

1 of 1

Page 147 of 743

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 KING RANCH AG & TURF (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	<i>[Signature]</i>
NAME OF AUTHORIZED AGENT	<i>Sallys Account Manager</i>
TITLE OF AUTHORIZED AGENT	<i>Sallys Moore</i>
DATE	<i>10/25/2024</i>

ATTACHMENT L: NON-COLLUSION AFFIDAVIT

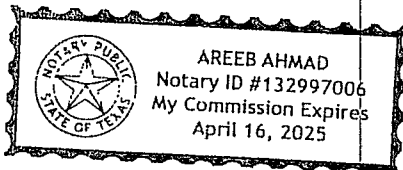
NON-COLLUSION AFFIDAVIT

STATE OF TEXAS §
 §
COUNTY OF Galveston §

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: [Signature]
Printed Name: Douglas Moore
Title: Sales Account Manager
Company: King Ranch AG & Turf
Date: 10/29/2024

SUBSCRIBED and sworn to before me the undersigned authority by Douglas Moore on
the 29 day of October, 2024 on behalf of said bidder.



[Signature]
Notary Public in and for the
State of Texas
My commission expires: 04-16-2025

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.



JOHN DEERE

Prepared For:

Amanda Hobby
CITY OF LA MARQUE
Amanda Hobby
431 BAYOU RD
LA MARQUE, TX 77568
Business: 409-938-9200
A.HOBBY@CITYOFLAMARQUE.ORG

Quote Summary

Prepared By:

Moore Doug
King Ranch Ag & Turf
2135 Gulf Freeway South
League City, TX 77573
Phone: 281-338-1300
dmoore@king-ranch.com

Procurement Reference #2232

Delivery To:

1500 Municipal Drive
La Marque, TX 77568

Quote Id: 31897861

Created On: 28 October 2024

Last Modified On: 30 October 2024

Expiration Date: 28 February 2025

Equipment Summary

JOHN DEERE 35 P-Tier Compact
Excavator (Long Arm) -
1FF035PAKPK002703

Selling Price	Qty	Extended
\$ 56,935.92 X	1 =	\$ 56,935.92

JOHN DEERE 35 P-Tier Compact
Excavator (Long Arm)

\$ 56,935.92 X	1 =	\$ 56,935.92
----------------	-----	--------------

Equipment Total

\$ 113,871.84

Quote Summary

Equipment Total	\$ 113,871.84
SubTotal	\$ 113,871.84
Est. Service Agreement Tax	\$ 0.00
Total	\$ 113,871.84
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 113,871.84

Salesperson : X _____

Accepted By : X _____

Confidential



**JOHN DEERE**

Selling Equipment

Quote Id: 31897861

Customer: CITY OF LA MARQUE

JOHN DEERE 35 P-Tier Compact Excavator (Long Arm) - 1FF035PAKPK002703

Hours: 0

Stock Number: 52430

Code	Description	Qty
0150FF	JOHN DEERE 35 P TIER EXCAVATOR GEN A	1

Standard Options - Per Unit

0202	DESTINATION CODE - US	1
0259	ENGLISH CUSTOMER DELIVERY OM	1
0406	CFG6 CAB RBR TRK LONG ARM	1

Dealer Attachments

1001	Freight	1
1002	PDI	1
1003	Delivery	1
BYT10967	24" (4 cu ft) HD Bucket W/ Lift Hooks	1

JOHN DEERE 35 P-Tier Compact Excavator (Long Arm)

Equipment Notes:

Hours: 0

Stock Number:

Code	Description	Qty
0150FF	JOHN DEERE 35 P TIER EXCAVATOR GEN A	1

Standard Options - Per Unit

0202	DESTINATION CODE - US	1
0259	ENGLISH CUSTOMER DELIVERY OM	1
0406	CFG6 CAB RBR TRK LONG ARM	1

Dealer Attachments

1001	Freight	1
1002	PDI	1
1003	Delivery	1
BYT10967	24" (4 cu ft) HD Bucket W/ Lift Hooks	1

Confidential

STANDARD WARRANTY FOR NEW JOHN DEERE CONSTRUCTION, UTILITY, CCE AND FORESTRY PRODUCTS – US & Canada

- **Construction, Forestry & Compact Construction Equipment (CCE) Products***: 12 months Full Machine Standard Warranty
- *** Compact Construction Equipment Products** Delivered and settled on or after 01 June 2018: 24 months or 2000 hours (whichever comes first) Full Machine Standard Warranty
- **C&E Series Pull-Type Scrapers**: 6 months Full Machine Standard Warranty
- **DC & DE Series Pull-Type Scrapers**: 12 months Full Machine Standard Warranty
- **Scraper Tractors**: 24 Months or 2000 Hours (whichever occurs first) Full Machine Standard Warranty
- **Forestry Attachments**: 12 Months or 2000 Hours (whichever occurs first) Full Machine Standard Warranty
- **Frontier Equipment**: 6 months Full Machine Standard Warranty (90 days in rental applications)

The "Standard Warranty" is part of the warranty protection package available from John Deere Construction & Forestry Company (John Deere Limited in Canada) ("John Deere") to purchasers of new John Deere products ("product"):

STANDARD Warranty is John Deere's standard new product warranty, described in this document, provided at no additional charge to the purchaser.

EXTENDED Warranty is a separate repair contract made available by John Deere for purchasers who wish to complement their Standard Warranty coverage. Complete Extended Warranty details, including coverage options and limitations, are set forth in the Application for Extended Warranty, which is available from authorized John Deere dealers.

STRUCTURAL Warranty applies to certain structural components as listed below and as described in this document.

FACTORY-INSTALLED UNDERCARRIAGE Warranty applies to certain undercarriage components as listed below and as described in this document.

A. STANDARD WARRANTY - GENERAL PROVISIONS

John Deere will repair or replace, at its option, any parts (except those specified below) of a new John Deere product that, as delivered to the original retail purchaser(s), are defective in material or workmanship. Performance of this warranty will be free of charge for parts and labor/labour, except as otherwise stated below. Standard Warranty applies only to purchases from John Deere and authorized John Deere dealers and, except as otherwise provided in the next sentence and section L below, is extended only to the original retail purchaser of the product. Remaining Standard Warranty applicable to a used John Deere product is transferred to a subsequent purchaser of the product only if the subsequent purchaser requests a transfer from an authorized John Deere dealer before the product's Standard Warranty expires. Coverage begins on the date of delivery of the product to the original retail purchaser. For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours, or otherwise used prior to its original retail purchase has been "used" for the total duration of such use. Warranty statements required by law covering engine emissions-related parts and components are found on a separate written warranty certificate provided to the purchaser at the time of the original retail purchase.

B. WHAT IS COVERED BY STANDARD WARRANTY -

All parts of a new John Deere product (except those noted in Sections D and E below) are covered during the Standard Warranty period set out above.

C. EXCLUSIVE REMEDY -

The repair or replacement of covered parts or components that are defective, as provided in Sections A, B, D.2 and D.3 herein, shall be the purchaser's exclusive remedy for any defect in the product. However, if after repeated attempts such repair or replacement fails to correct the performance problem caused by the defect, the purchaser's sole remedy shall be a refund of the amount paid for the product (in exchange for a return of the product), excluding any transportation charges, license fees, taxes and insurance premiums, and less a reasonable allowance for use of the product prior to its return. In no event will the dealer, John Deere or any company affiliated with John Deere be liable for any incidental or consequential damages, including but not limited to loss of profits, rental of substitute equipment or other commercial loss. Correction of defects in the manner provided above shall constitute fulfillment of all liabilities of the Dealer, John Deere, or any company affiliated with John Deere to the purchaser or any other

person, whether based upon contract, tort, strict liability, or otherwise. This limitation does not apply to claims for personal injury.

D. ITEMS COVERED SEPARATELY -

1. Standard Warranty does not apply to batteries, radios, tires, cameras, or to Cummins, MTU or Detroit Diesel Engines installed in John Deere products, which are covered by separate written warranties.
2. Factory-Installed Undercarriage Warranty covers all non-rubberized factory-installed undercarriage wear components for 3 years or 4,000 hours from the date of delivery to the original retail purchaser, whichever occurs first (unless terminated earlier under Section F, below). For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours, or otherwise used prior to its original retail purchase has been "used" for the total duration of such use. In addition to the items listed in section E below, Factory-Installed Undercarriage Warranty does not cover: failures due to wear, machine application, maintenance practices, or improper machine configuration; removal and installation labor/labour; transportation or hauling costs; unapproved parts; non-wear items; and rubberized undercarriage components such as rubber tracks. Warranty claims will be pro-rated based upon wear of the failed component and whether track shoe width is approved by John Deere. Factory-Installed Undercarriage Warranty does not apply to Scraper Tractors.
3. StructurALL Warranty for new John Deere Products (except Compact Excavators & Loaders, Skid-Steer Loaders, Compact Track Loaders, Scraper Tractors, Pull-Type Scrapers, and Forestry Attachments, which are not eligible for StructurALL Warranty) begins at the date of delivery to the original retail purchaser and ends (unless terminated earlier under Section F, below) after three (3) years, or 10,000 hours (whichever occurs first). For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours, or otherwise used prior to its original retail purchase has been "used" for the total duration of such use. **StructurALL Warranty applies only to the following structural components listed below as installed on the product at the time of original manufacture.** If a particular component is not listed below it is not covered by StructurALL Warranty.

Arm; Articulation Joint (incl. pins & bushings); Bin Frame; Boom; Carbody; C-Frame*; Circle Frame; Coupler (John Deere built ONLY); Dipperstick; Draft Frame; Engine Frame; Equipment Frame; Grapple Arch and Grapple Boom; Loader Arm; Loader Frame; Mainframe; Moldboard Lift Arm; NeverGrease™ Pin Joints [Includes steering pin and bushing joints (standard equipment), roller elements (roller bearings) in bucket to boom joints and sliding elements (bushing) for boom and linkage joints (optional equipment)]; Rollover Protection Structure (ROPS); Side Frame; Swing Frame; Track Frame; Undercarriage Frame; X-Frame; Z-bar loader linkage (including bell crank and bucket driver link); Specialty booms and arms marketed as "heavy duty" by John Deere.

Items Covered by StructurALL for Cut-to-Length Forestry Machines: Front frame (welded assembly); Rear frame (welded assembly); Crane king post with basement; Middle joint frame; Cabin swing frame; Main Boom

StructurALL Warranty does not apply to:

1. Any product used primarily in extreme duty or severe duty applications such as but not limited to: demolition and wrecking, chemical plant (including fertilizer plants), salt mines, steel mill, land fill and transfer stations, scrap handling, scarifying and other applications that are similarly destructive or similarly heavy duty except specialty booms and arms as stated in Section D.3 above.
2. C-Frames on H-Series & J-Series Crawlers equipped with root rakes or used in forestry applications unless equipped with an "extreme duty" reinforcement package.
3. Cut-to-Length Forestry Heads and Slash Bundler Units.
4. Crawlers equipped with optional side booms.
5. Cut-to-Length Forestry, Excavator, and Log Loader swing bearings.
6. Motor Graders equipped with front- or rear-mounted snow wings.

E. ITEMS NOT COVERED -

John Deere is NOT responsible for the following:

1. Freight
2. Adjustments to compensate for wear, for periodic maintenance or adjustments that result from normal wear and tear.
3. Damage caused by unapproved adjustments (electronic or mechanical) to machine or machine components outside of published specifications including but not limited to engine, hydraulic components and relief valves.
4. Program updates, calibrations, and pressure adjustments.
5. Diagnostic Time
6. Additional Labor/Labour Time - Above SPG/Labor/Labour Rate
7. Additional Cleaning - Above SPG/Labor/Labour Rate
8. Rental Fees
9. Depreciation or damage caused by normal wear or application, lack of reasonable and proper maintenance, failure to follow operating instructions, misuse, negligence, collision or other accidents.
10. Premiums charged for Overtime Labor/Labour
11. Transportation to and from the dealership.
12. Travel time, mileage or service calls by the dealer.
13. Non-John Deere components or modifications, Rotobec grapples, and attachments installed aftermarket.
14. Shop supplies and maintenance items such as, but not limited to: filters, fuels, oil, hydraulic fluid, lubricants, coolants, conditioners, shop towels, cleaners and degreasers. Note: Reimbursement for refills of oils/coolants lost due to a warrantable failure is covered when a system failure occurs outside the boundaries of a normal oil change (within 25% of specified change interval as provided in the Operator's Manual).
15. Torn, cut, or worn hoses.
16. Wear items, such as, but not limited to: body liner, belts, blades, bulbs, lubricated joints (including pins and bushings), dry brakes, brake linings, dry clutch linings, saw blades, chains, skidder grapple shocks, color marking nozzles, and articulation bumpers.
17. Items such as cutting-edge parts, delimbing knives, bucket teeth and rubber track are not warranted for depreciation or damage caused by normal wear, lack of proper maintenance, misuse, failure to follow operating instructions, the elements or accident.
18. Any defect in a non-covered component, or damage to or failure of a covered component caused by a defect in a non-covered component.
19. Secondary damage which occurs from continued operation of a product after recognition of the occurrence of a failure.
20. Parts supplied or modifications done by third party suppliers.
21. Topping off fluids when fluid levels fall in the range between low and full
22. Parts/Kits not ordered on machine and installed aftermarket. These parts will be covered by any applicable parts warranty.
23. Attachments installed aftermarket – i.e. Winch not installed at factory.
24. Custom options installed outside the factory – i.e. G.R. Manufacturing option packages.
25. Used Products (except as otherwise provided in section L below).

F. TERMINATION OF WARRANTY-

John Deere is relieved of its obligations under Standard Warranty, StructurALL Warranty, Factory-Installed Undercarriage Warranty and/or Extended Warranty if:

1. Service (other than normal maintenance and replacement of service items) is performed by someone other than an authorized John Deere dealer; or
2. The product is modified or altered in ways not approved by John Deere; or
3. Any unapproved or improperly sized attachment is installed on the product. Approval and attachment size shall be at John Deere's sole discretion. (Consult dealer prior to installing attachments or product modification).
4. The product is moved outside the US and/or Canada.

G. PARTS REPLACED UNDER WARRANTY -

Only new or remanufactured parts or components furnished or approved by John Deere, will be used if John Deere elects to repair the product. If any such part or component is defective in material or workmanship when installed in the product, John Deere will repair or replace, as it elects, such defective part or component, provided the defect is

reported to an authorized John Deere dealer within 90 days of installation or before expiration of the applicable Standard Warranty, Factory-Installed Undercarriage Warranty and/or StructurALL Warranty whichever is later.

H. TELEMATICS

NOTICE: Products may be equipped with telematics hardware and software ("Telematics") that transmit data to John Deere/ Dealer. Purchaser may deactivate Telematics at www.jdlink.com.

Notwithstanding Purchaser's right, title or interest in the Products, Purchaser agrees that John Deere and Dealer (their affiliates, successors and assigns), without further notice to Purchaser have the right to:

1. Access, use, collect and disclose any data generated by, collected by, or stored in, Products or any hardware or devices interfacing with Products ("Machine Data");
2. Access Machine Data directly through data reporting devices integrated within, or attached to, Products, including Telematics ("Data Reporting Systems"); and
3. Update the Data Reporting Systems software from time to time. Machine Data will only be used in accordance with John Deere's Machine Data Policy, located at www.JohnDeere.com/MachineDataPolicy.

I. OBTAINING WARRANTY SERVICE -

To obtain warranty service, the purchaser must request warranty service from a John Deere dealer authorized to sell the product to be serviced. When making such a request, the purchaser must present evidence of the product's delivery date, make the product available at the dealer's place of business, and inform the dealer in what way the purchaser believes the product to be defective. Standard Warranty, Factory-Installed Undercarriage Warranty and/or StructurALL Warranty repairs may be made in the field if the purchaser and servicing dealer so desire. However, John Deere will not be responsible for any charges (such as dealer travel time, mileage or extra labor/labour) that would not have been incurred had the product been repaired at the dealer's place of business.

J. NO IMPLIED WARRANTY, CONDITIONS OR OTHER REPRESENTATION -

Where permitted by law, neither John Deere nor any company affiliated with it makes any warranties, representations, conditions or promises, express or implied, as to the quality, performance, or freedom from defect of its products, other than those set forth in this document and **NO IMPLIED WARRANTY OF MERCHANTABILITY, CONDITIONS OR FITNESS IS MADE.**

K. NO DEALER WARRANTY -

The selling dealer makes no warranty of its own on any item covered by this warranty, and makes no warranty on other items unless the dealer delivers to the purchaser a separate written warranty certificate specifically warranting the item. **The dealer has no authority to make any representation or promise on behalf of John Deere, or to modify the terms or limitations of this warranty in any way.**

L. USED JOHN DEERE PRODUCTS ONLY -

John Deere will transfer remaining Standard Warranty, Factory-Installed Undercarriage Warranty and/or StructurALL Warranty to the purchaser of a used John Deere construction and/or forestry product that has been used for less than the full warranty period provided at the product's original retail purchase. This transfer is not effective until change of ownership is registered by a John Deere dealer. **ALL THE TERMS, INCLUDING LIMITATIONS AND EXCLUSIONS, OF THE JOHN DEERE STANDARD WARRANTY, FACTORY-INSTALLED UNDERCARRIAGE WARRANTY, AND/OR STRUCTURALL WARRANTY ORIGINALLY PROVIDED FOR THE PRODUCT REMAIN IN EFFECT AND APPLICABLE.**

RATING SHEET – REQUEST FOR PROPOSALS (RFP)
COMPETITIVE PROCUREMENT FOR GENERAL SERVICES, SUPPLIES, AND/OR EQUIPMENT

Entity Name:	City of La Marque
IFB Title or Number:	2024 Mini-Excavator
Source of Funds:	American Rescue Plan Act (ARPA) (list others)
Evaluator's Name:	Amanda Hobby
Name of Respondent:	Mustang Cat
Date of Rating:	November 4, 2024

Each evaluation committee member shall independently assess the content of each response using only the evaluation criteria and weights published in the solicitation and award points up to the maximum listed for each factor. Information necessary to assess the Respondent on these criteria may be gathered from past experience with the Respondent, from the Respondent's proposal response, and/or by contacting past/current clients (references) of the Respondent. Respondents proposing to offer specific services (if allowed in IFB) should be scored only on those services. Rate Respondent in the following areas:

Pass/Fail Criteria

	Factor	Pass	Fail	Comments
1.	Responsiveness of Proposal	✓		
2.	Financial Stability	✓		
Must pass all above areas to proceed. If a Fail is marked, <u>stop here</u> .				

Total Score (A + B + C)

	Factor	Maximum Points	Score	Comments
A.	Understanding of Work, Experience, and Relevant Qualifications – Experience in services similar in size and scope; total number and types of employees, skills, knowledge and abilities, company background history, number of years in providing similar services.	20	15	
B.	Capacity to Perform and Delivery/Service Schedule – Demonstrated capacity to provide goods or services within the prescribed delivery date and time. Provided references should be considered in this evaluation.	20	20	
C.	Pricing – Prices for all goods and/or services shall be all inclusive and valid for 90 days.	60	60	
	TOTAL AVAILABLE POINTS	100	95	

RATING SHEET – REQUEST FOR PROPOSALS (RFP)
COMPETITIVE PROCUREMENT FOR GENERAL SERVICES, SUPPLIES, AND/OR EQUIPMENT

Entity Name:	Mustang Cat
IFB Title or Number:	
Source of Funds:	American Rescue Plan Act (ARPA) (list others)
Evaluator's Name:	Christine Turner
Name of Respondent:	Stuart Newton
Date of Rating:	11-4-2024

Each evaluation committee member shall independently assess the content of each response using only the evaluation criteria and weights published in the solicitation and award points up to the maximum listed for each factor. Information necessary to assess the Respondent on these criteria may be gathered from past experience with the Respondent, from the Respondent's proposal response, and/or by contacting past/current clients (references) of the Respondent. Respondents proposing to offer specific services (if allowed in IFB) should be scored only on those services. Rate Respondent in the following areas:

Pass/Fail Criteria

	Factor	Pass	Fail	Comments
1.	Responsiveness of Proposal	✓		
2.	Financial Stability	✓		
Must pass all above areas to proceed. If a Fail is marked, <u>stop here</u> .				

Total Score (A + B + C)

	Factor	Maximum Points	Score	Comments
A.	Understanding of Work, Experience, and Relevant Qualifications – Experience in services similar in size and scope; total number and types of employees, skills, knowledge and abilities, company background history, number of years in providing similar services.	20	5	
B.	Capacity to Perform and Delivery/Service Schedule – Demonstrated capacity to provide goods or services within the prescribed delivery date and time. Provided references should be considered in this evaluation.	20	20	
C.	Pricing – Prices for all goods and/or services shall be all inclusive and valid for 90 days.	60	60	
	TOTAL AVAILABLE POINTS	100	85	

City of La Marque

1111 Bayou Road
La Marque, Texas 77568

*Mustang
Cat*

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) 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 <u>41 U.S.C. 1908</u> , 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 <u>41 CFR Part 60</u>, all contracts that meet the definition of "federally assisted construction contract" in <u>41 CFR Part 60-1.3</u> must include the equal opportunity clause provided under <u>41 CFR 60-1.4(b)</u>, 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 <u>41 CFR part 60</u>, "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 (<u>40 U.S.C. 3141-3148</u>). 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 (<u>40 U.S.C. 3141-3144</u>, and <u>3146-3148</u>) as supplemented by Department of Labor regulations (<u>29 CFR Part 5</u>, "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 (<u>40 U.S.C. 3145</u>), as supplemented by Department of Labor regulations (<u>29 CFR Part 3</u>, "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 (<u>40 U.S.C. 3701-3708</u>). 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 <u>40 U.S.C. 3702</u> and <u>3704</u>, as supplemented by Department of Labor regulations (<u>29 CFR Part 5</u>). Under <u>40 U.S.C. 3702</u> 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 <u>40 U.S.C. 3704</u> 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 <u>Public Law 115-232</u>, 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 <u>Public Law 115-232</u>, 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 <u>Public Law 115-232</u>, section 889 for additional information. (d) See also <u>§ 200.471</u>.		
	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:	(2) 2024 Mini-Excavators
Name of Respondent:	Stuart Newton
Company:	Mustang Cat
Mailing Address:	12800 Northwest Freeway
City, State, Zip:	Houston, TX 77040
Phone Number:	713-460-2000
Company Contact Email Address:	snewton@mustangcat.com
Texas Vendor ID Number:	12004216110
EIN/Federal Tax Identification Number:	20-0421611

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:	Stuart Newton
AUTHORIZED SIGNATURE:	<i>Stuart Newton</i>
TITLE OF AUTHORIZED AGENT:	Government Sales Rep
DATE OF SIGNATURE:	10/11/24

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	Each	\$62,633.44	\$125,266.88
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: Mustang Cat					
RFP #: 2232					
RFP Name: (2) 2024 Mini-Excavators					

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:	<i>Stuart Newton</i>
PRINTED NAME OF AUTHORIZED AGENT:	Stuart Newton
TITLE OF AUTHORIZED AGENT:	Government Sales Rep
DATE OF SIGNATURE:	10/11/24

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: Mustang Cat

STREET ADDRESS: 12800 Northwest Freeway

CITY: Houston

STATE: TX

ZIP: 77040

CONTACT NAME: Stuart Newton

CONTACT EMAIL: snewton@mustangcat.com

CONTACT PHONE: 713-460-2000

*UEI #

**TIN #

20-0421611

*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

X

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

Stuart Newton

PRINTED NAME & TITLE Stuart Newton - Government Sales Rep

DATE 10/11/2024

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: Mustang Cat

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:	Galveston County Road & Bridge
Company Address:	5115 Hwy 3 Dickinson, TX 77539
Contact Name/Title/Phone:	Lee Crowder/Road Administrator/281-534-4152
Contact Email:	lee.crowder@co.galveston.tx.us
Contract Award Date:	1/8/24
Contract Completion Date:	8/8/24
Contract Project Name:	415 IL
Brief Description of Services:	Caterpillar Box Blade Industrial Loader

REFERENCE 2:

Company Name:	Fort Bend County Drainage District
Company Address:	1022 Blume Road Rosenberg, TX 77471
Contact Name/Title/Phone:	Marc Gadway/Fleet Manager/281-342-0141
Contact Email:	marc.gadway@fortbendcountytexas.gov
Contract Award Date:	4/19/24
Contract Completion Date:	6/13/24
Contract Project Name:	330
Brief Description of Services:	Caterpillar 330 Excavator

REFERENCE 3:

Company Name:	City of Houston
Company Address:	611 Walker Houston, TX 77002
Contact Name/Title/Phone:	Philip Hibbler/Procurement Specialist/832-395-3208
Contact Email:	Philip.hibbler@houstontexas.gov
Contract Award Date:	6/25/24
Contract Completion Date:	8/14/24
Contract Project Name:	(7) 304's
Brief Description of Services:	(7) Caterpillar 304 Mini Excavator's

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.

Stuart Newton

SIGNATURE, VENDOR AUTHORIZED REPRESENTATIVE

Stuart Newton - Government Sales Rep

PRINTED NAME, TITLE

Mustang Cat

COMPANY

10/11/24

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 Date Received	
1 Name of vendor who has a business relationship with local governmental entity. Mustang Cat		
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. NA 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. NA		
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 <i>Stuart Newton</i> Signature of vendor doing business with the governmental entity 10/11/24 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, Mustang Cat (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	<i>Stuart Newton</i>
NAME OF AUTHORIZED AGENT	Stuart Newton
TITLE OF AUTHORIZED AGENT	Government Sales Rep
DATE	10/11/24

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: Mustang Cat Street Address: 12800 Northwest Freeway City, State, Zip: Houston, TX, 77040 Congressional District, if known: 18th		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: U.S. Department of the Treasury	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$125,266.88	
10a. Name and Address of Lobbying Registrant Name (First, MI, Last): Stuart, A, Newton Street Address: 12800 Northwest Freeway City, State, Zip: Houston, TX 77040	10b. Individuals Performing Services <i>(including address if different from No. 10a)</i> Name (First, MI, Last): Stuart, A, Newton 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: <u>Stuart Newton</u>		
Name: <u>Stuart Newton</u>		Title: <u>Government Sales Rep</u>
Telephone: <u>713-460-2000</u>		Date: <u>10/11/24</u>
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 Mustang Cat (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	<i>Stuart Newton</i>
NAME OF AUTHORIZED AGENT	Stuart Newton
TITLE OF AUTHORIZED AGENT	Government Sales Rep
DATE	10/11/24

ATTACHMENT L: NON-COLLUSION AFFIDAVIT

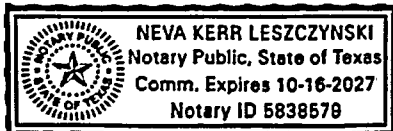
NON-COLLUSION AFFIDAVIT

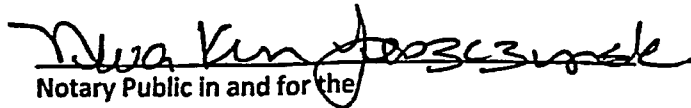
STATE OF TEXAS §
 §
COUNTY OF Harris §

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: Stuart Newton
Title: Government Sales Rep
Company: Mustang Cat
Date: 10/11/24

SUBSCRIBED and sworn to before me the undersigned authority by Stuart Newton on the 15th day of October, 2024 on behalf of said bidder.




Notary Public in and for the
State of Texas

My commission expires: 10.16.27

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	Mustang Cat
Entity Address 1	1111 Bayou Road	Vendor Address 1	12800 Northwest Freeway
Entity Address 2	La Marque, Texas 77568	Vendor Address 2	Houston, TX 77040
Entity Representative for Project		Vendor Representative for Project	
Name	Amanda Hobby	Name	Stuart Newton
Title	Assistant Director of Public Works	Title	Government Sales Rep
Phone	(409) 795-7996	Phone	713-460-2000
Email	a.hobby@cityoflamarque.org	Email	snewton@mustangcat.com
Entity Billing Contact		Vendor Billing Contact	
Name	Gina Galicia	Name	Shemell Scott
Title	Accounts Payable Clerk	Title	Credit Supervisor
Phone	(409) 938-9214	Phone	713-452-7264
Email	g.galicia@cityoflamarque.org	Email	sscott@mustangcat.com

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 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 (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), 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: Mustang Cat
(Vendor's Authorized Representative)

Stuart Newton
(Printed Name)

Government Sales Rep
(Title)

10/11/24
(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
Caterpillar 303.5 Mini Excavator	\$62,633.44
Caterpillar 303.5 Mini Excavator	\$62,633.44
	\$
	\$
TOTAL LUMP SUM PRICE (TOTAL OF ABOVE LINE ITEMS)	\$125,266.88

Exhibit A3 – Request for Payment

Project Name:	(2) 2024 Mini-Excavators		
Vendor Name:	Mustang Cat		
Date of Request:	10/11/24		
Contact Name:	Stuart Newton		
Contact Phone:	713-460-2000	Contact Email:	snewton@mustangcat.com

Item for Payment	Description	Unit Cost or Percent Complete	# of Units	Total Amount
303.5	Caterpillar Mini Excavator	\$62,633.44	2	\$125,266.88
TOTAL				

X	Attachments
1	24" Bucket for each machine

Submitted By	
Name and Title	Stuart Newton - Government Sales Rep
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 <u>41 U.S.C. 1908</u> , 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 <u>41 CFR Part 60</u>, all contracts that meet the definition of "federally assisted construction contract" in <u>41 CFR Part 60-1.3</u> must include the equal opportunity clause provided under <u>41 CFR 60-1.4(b)</u>, 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 <u>41 CFR part 60</u>, "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 (<u>40 U.S.C. 3141-3148</u>). 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 (<u>40 U.S.C. 3141-3144</u>, and <u>3146-3148</u>) as supplemented by Department of Labor regulations (<u>29 CFR Part 5</u>, "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 (<u>40 U.S.C. 3145</u>), as supplemented by Department of Labor regulations (<u>29 CFR Part 3</u>, "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 (<u>40 U.S.C. 3701-3708</u>). 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 <u>40 U.S.C. 3702</u> and <u>3704</u>, as supplemented by Department of Labor regulations (<u>29 CFR Part 5</u>). Under <u>40 U.S.C. 3702</u> 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 <u>40 U.S.C. 3704</u> 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 <u>Public Law 115-232</u>, 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 <u>Public Law 115-232</u>, 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 <u>Public Law 115-232</u>, section 889 for additional information. (d) See also <u>§ 200.471</u>.		
	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

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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

REF# Q-20812

MUSTANG MACHINERY COMPANY, LLC. D/B/A MUSTANG CAT, 12800 NORTHWEST FREEWAY, HOUSTON TX
77040 | PHONE: (800) 256 - 1001

SOLD TO	CUSTOMER	City Of La Marque	SHIP TO	
	STREET ADDRESS	1111 Bayou		
	CITY/STATE	La Marque/TX		/
	POSTAL CODE	77568		
	COUNTY/ COUNTRY			
	PHONE NUMBER	409-938-9295		
	EMAIL	a.hobby@cityoffamarque.org		
	CUSTOMER CONTACT	EQUIPMENT Amanda Hobby	F.O.B. AT:	
		PRODUCT		
		SUPPORT		
	INDUSTRY CODE		SHIP VIA:	
	PRINCIPAL WORK CODE			

CUSTOMER NUMBER: 0477550

SALES TAX EXEMPTION
NUMBER (IF
APPLICABLE):CUSTOMER PO
NUMBER:

DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED

MAKE:	Caterpillar	MODEL:	303.5-07CA	YEAR:	2024
ID NUMBER:	24NE0979	SERIAL NUMBER:	ORE905329	SMU:	0
303.5	303.5-07CA				
24NE0979	24NE0979				\$90,300.00
303.5 07A CR HYD EXCAVATOR	558-1751				\$0.00
SEAT, SUSPENSION, FABRIC	519-9265				\$0.00
LIGHTS, LED, FRONT&REAR	521-9512				\$0.00
CAT KEY, WITH PASS CODE OPTION	525-4465				\$0.00
FILM, PRODUCT LINK, ANSI	541-4787				\$0.00
2 WAY CONTROL	542-1495				\$0.00
FILM, INC. CANADA	542-1504				\$0.00
BOOM LIGHT, LED	542-8886				\$0.00
HYDRAULIC OIL, STD	546-1520				\$0.00
SOFTWARE, PROPORTIONAL CONTROL	557-1709				\$0.00
SOFTWARE, STICK STEER CONTROL	557-1710				\$0.00
SOFTWARE, CODED START	557-1713				\$0.00
ALARM, TRAVEL	558-1744				\$0.00
BOOM, STANDARD	558-1754				\$0.00
LINES, BOOM W/O BLCV	558-1760				\$0.00
LINES, STICK W/O SLCV	558-1763				\$0.00
CAB, WITH HEAT AND A/C	558-1770				\$0.00
TRACK, 12", RUBBER	566-2914				\$0.00
BLADE, ANGLE, BOCE	568-5199				\$0.00
TRAVEL LEVERS AND PEDALS	568-5200				\$0.00
INSTRUCTIONS, ANSI	569-3572				\$0.00
LINKAGE, BUCKET, W/LIFTING EYE	571-9088				\$0.00
STICK, LONG, W/ THUMB BRACKET	571-9661				\$0.00
UNDERCARRIAGE, FIXED, ANGLE BLD	571-9665				\$0.00
DRAIN, ECOLOGY	573-4364				\$0.00
LINES, BUCKET, LONG STICK	575-2776				\$0.00
CONTROL, 1ST AUX, JOYSTICK	575-4420				\$0.00
LINES, 1ST AUX, LONG STICK	575-7225				\$0.00
ENGINE, EPA TIER 4F	576-2961				\$0.00
FILM, CAB A/C	578-0230				\$0.00
ACCUMULATOR	588-2227				\$0.00
CWT EXTRA, 550LBS	592-1442				\$0.00
MONITOR NEXT GEN, CAMERA READY	592-5475				\$0.00
FLOORMAT, CAB, W/TRAVEL	594-7890				\$0.00
FILM, ROPS, ISO	595-3179				\$0.00
SEAT BELT, 3" RETRACTABLE	599-7202				\$0.00
CAMERA, CAB	601-9418				\$0.00
LANE 3 ORDER 0 NC	0P-9003				\$0.00
SERIALIZED TECHNICAL MEDIA KIT	421-8926				\$0.00
SHIPPING/STORAGE PROTECTION 0	0P-2266				\$274.00
PACKING, LAST MILE PROGRAM 0 NC	0P-4299				\$0.00
PRODUCT LINK, CELLULAR PL243	573-9631				\$0.00
INTEGRATED RADIO	521-9517				\$535.00
303 24 BKT	24NE2236				\$1,437.50

Total Machine List Price: \$92,546.50

Non-Discounted Items:

Make Ready	\$485.00
Freight Charges	\$650.00
Warranty	\$0.00
Miscellaneous	\$0.00

Quote Notes

Sourcewell Contract #011723-CAT. COI. Quote valid 90 days.

TRADE-IN EQUIPMENT

MODEL: _____ YEAR: _____ SERIAL NUMBER: _____
 PAYOUT TO: _____ AMOUNT: \$0.00 PAID BY: _____
 MODEL: _____ YEAR: _____ SERIAL NUMBER: _____
 PAYOUT TO: _____ AMOUNT: _____ PAID BY: _____
 MODEL: _____ YEAR: _____ SERIAL NUMBER: _____
 PAYOUT TO: _____ AMOUNT: _____ PAID BY: _____

ALL TRADE-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY MUSTANG CAT AT TIME OF DELIVERY. CUSTOMER HEREBY STATES THE ABOVE LISTED EQUIPMENT EMISSIONS HAVE NOT BEEN ALTERED OR CHANGED. CUSTOMER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO MUSTANG CAT AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.

PREVENTATIVE MAINTENANCE AGREEMENT

CVA|500 Hours|

EQUIPMENT WARRANTY

Customer acknowledges that he has received a copy of the manufacturer's warranty and has read and understood said warranty. All used equipment is sold as is where is and no warranty is offered or implied except as specified herein.

TERMS OF SALE

SUB TOTAL	\$62,633.44
HEAVY EQUIPMENT TAX	\$0.00
SALES TAX	\$0.00
DOC FEE	\$0.00
DIESEL SURCHARGE	\$0.00
TOTAL CASH PRICE	\$62,633.44
CASH WITH ORDER	\$0.00
TRADE IN ALLOWANCE	\$0.00
TOTAL DOWN PMT. & TRADE IN ALLOWANCE	\$0.00
UNPAID BALANCE OF TRADES	\$0.00
Invoice - Downpayment + Trade in Allowance	\$62,633.44
TOTAL AMOUNT TO BE FINANCED	\$62,633.44

WARRANTY TERM

24 Month | 2000 Hours | Premier | Labor+Travel 2H/100M
 CAT Work Tools Warranty 12 Months/Unlimited Hours

CUSTOMER INITIAL.

IT IS MUSTANG CAT's INTENT THAT THIS AGREEMENT REFLECTS THE FULL AND FINAL TERMS OF THIS TRANSACTION. HOWEVER, DUE TO CHANGING CIRCUMSTANCES, MUSTANG CAT MAY NOT BE ABLE TO HONOR THE EXACT PRICING OR DELIVERY DATES HEREIN. EXAMPLES OF THOSE CIRCUMSTANCES INCLUDE, BUT ARE NOT LIMITED TO, LIMITED PRODUCT AVAILABILITY, EXTENDED LEAD TIMES, AND SUPPLIER PRICING CHANGES. CUSTOMER ACCEPTS AND ACKNOWLEDGES THAT IF MUSTANG CAT IS NOT ABLE TO HONOR THE TERMS OF THIS AGREEMENT, THIS AGREEMENT WILL BE VOIDED, AND BOTH PARTIES RELEASED FROM THIS AGREEMENT'S BINDING EFFECT. VOIDING OF THIS AGREEMENT DOES NOT PREVENT THE PARTIES FROM ENTERING INTO A NEW AGREEMENT, NOR IMPACT OTHER AGREEMENTS AMONG THE PARTIES HERETO.

DISCLAIMER OF WARRANTIES AND WAIVER OF CLAIMS

MUSTANG CAT IS NOT A MANUFACTURER OF THE EQUIPMENT. ALTHOUGH MUSTANG CAT MAY ADMINISTER WARRANTIES ISSUED BY THE MANUFACTURER, CUSTOMER ACKNOWLEDGES AND AGREES THAT: (1) ANY EXPRESS WARRANTIES BY THE MANUFACTURER FOR THE EQUIPMENT ARE NOT THE RESPONSIBILITY OF MUSTANG CAT; AND (2) THE MANUFACTURER'S WARRANTY CONTAINS LIMITATIONS AND CUSTOMER MAY INCUR CERTAIN REPAIR, TRANSPORTATION, OR OTHER CHARGES BY MUSTANG CAT WHICH ARE NOT COVERED BY THE MANUFACTURER'S WARRANTY. ANY AND ALL IMPLIED WARRANTIES ARE EXCLUDED.

MUSTANG CAT, BY VIRTUE OF HAVING SOLD THE EQUIPMENT UNDER THIS AGREEMENT, HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO CONDITION, COMPLIANCE WITH SPECIFICATIONS OR REGULATIONS, QUALITY, DURABILITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR USE OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT. MUSTANG CAT IS NOT LIABLE FOR ANY DAMAGES (WHETHER ORDINARY, SPECIAL OR PUNITIVE) ARISING FROM ANY FAILURE OF THE EQUIPMENT TO OPERATE OR THE FAULTY OPERATION OF THE EQUIPMENT, OR THE INSTALLATION, OPERATION, REPAIR OR USE OF THE EQUIPMENT.

OTHER TERMS AND CONDITIONS

ADDITIONAL TERMS AND CONDITIONS SET FORTH ON THE REVERSE SIDE HEREOF OR ATTACHED HERETO (AS APPLICABLE) CONSTITUTE AN IMPORTANT PART OF THIS AGREEMENT AND ARE INCORPORATED HEREIN VERBATIM FOR ALL PURPOSES. PLEASE REVIEW SUCH OTHER TERMS AND CONDITIONS BEFORE SIGNING THIS AGREEMENT.

THESE TERMS AND CONDITIONS SUPERSEDE ALL OTHER TERMS AND CONDITIONS PRESENTED BY OR TO CUSTOMER UNLESS PROVIDED IN A DOCUMENT SIGNED BY AN AUTHORIZED REPRESENTATIVE OF BOTH PARTIES AND CONTAINING REFERENCE TO THIS SALES ORDER AGREEMENT.

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ATTACHED

DATE _____

DATE _____

ORDER
RECEIVED

BY _____

Stuart Newton

CUSTOMER NAME _____

SIGNATURE _____

CUSTOMER SIGNATURE _____

TERMS AND CONDITIONS

- 1. DEFINITION OF MUSTANG:** MUSTANG and Seller are defined as Mustang Machinery Company, LLC. d/b/a MUSTANG CAT, Mustang Rental Services of Texas, LLC. d/b/a MUSTANG RENTAL SERVICES, and their subsidiaries, affiliates and related entities.
- 2. AGREEMENT:** This Agreement becomes binding on MUSTANG CAT only upon MUSTANG CAT's execution of this Agreement, and subject to the availability of the equipment from the manufacturer. Customer shall inspect the equipment immediately upon its receipt, and shall be conclusively deemed to have accepted the equipment in good and operating condition unless the customer promptly notifies MUSTANG CAT of any defects, in writing and via telephone. MUSTANG CAT shall have the right, at its option, to either repair or replace the equipment, or terminate this Agreement, in which event the equipment shall be returned to MUSTANG CAT. Delays in delivery shall be excused if caused by any cause beyond the reasonable control of MUSTANG CAT.
- 3. TITLE TO EQUIPMENT:** Title to the equipment shall pass to the customer only upon MUSTANG CAT's actual receipt of funds in the total amount of the Purchase Price and other sums due to MUSTANG CAT hereunder.
- 4. TAKEN IN TRADE:** Customer does hereby irrevocably sell, assign, transfer and convey possession, ownership and title unto MUSTANG CAT to the Trade-in Equipment described above. Customer warrants that it is the sole owner of the Trade-in Equipment, has full power and authority to sell the Trade-in Equipment, and that there is no lien or any encumbrance of any kind or nature against the Trade-in Equipment, of record or otherwise.
- 5. TAXES:** Customer shall promptly pay all taxes, fees, transportation and other costs, assessments and all governmental charges of any kind or character, and any penalties, fines or interest thereon relating to the equipment.
- 6. CUSTOMER'S WARRANTIES AND USE:** In addition to the other warranties contained herein, customer warrants that (i) if customer is an entity, it is duly organized and validly existing in good standing, and (ii) is duly authorized to execute, deliver, and perform under this Agreement. Customer further agrees and warrants, at its cost, that: (1) the equipment shall at all times be used solely for customer's business and not for personal, family, or household use, and in accordance with the use, and/or instructional materials, solely for the purpose for which it was intended; (2) only customer's employees (who must be skilled, trained and certified to do so) shall use the equipment. Customer hereby further agrees and warrants that (i) any payments made pursuant to this Agreement are intended by the customer to be a contemporaneous exchange for new value given to customer and it is a substantially contemporaneous exchange and (ii) each payment made of a debt incurred by customer under this Agreement is in the ordinary course of business or financial affairs of customer and MUSTANG CAT, and such payment was made in the ordinary course of business or financial affairs of customer and MUSTANG CAT, or made according to ordinary business terms.
- 7. SOLE AND EXCLUSIVE REMEDY:** Customer further agrees that his SOLE AND EXCLUSIVE remedy, if any, against MUSTANG CAT, shall be as contained in any express, written warranty applicable hereto. Customer acknowledges that he has received, read, understands and accepts the terms contained herein. The customer agrees that no other remedy (including, but not limited to, claims for INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, OR ANY CAUSE, LOSS, ACTION, CLAIM OR DAMAGE WHATSOEVER OR INJURY TO PERSON OR PROPERTY OR ANY OTHER CONSEQUENTIAL, ECONOMIC OR INCIDENTAL LOSS) shall be available to him.
- 8. LOSS AND DAMAGE:** Customer assumes all liability and risk of, and shall be solely responsible for, all damage and loss to the equipment from any cause whatsoever, whether or not such loss or damage is or could have been covered by insurance. Until the equipment is paid in full, Customer shall promptly give MUSTANG CAT written notice of any loss or damage and reimburse MUSTANG CAT for the value of the equipment if damaged or stolen. MUSTANG CAT's sole responsibility for shipments shall be to deliver the equipment to a public carrier company.
- 9. SECURITY AGREEMENT:** Unless the product(s) is paid for in full in cash at the time of delivery, MUSTANG CAT retains and customer hereby grants to MUSTANG CAT a security interest in such product(s) within the meaning of the Uniform Commercial Code together with all and any substitutions, additions, or accessions to such product(s), and in any and all proceeds from the sale, exchange or disposal thereof to secure payment of the purchase price of such product(s). Customer, prior to or after delivery, specifically agrees to enter into and execute a financing statement, or statements, and an additional security agreement setting forth the terms and conditions of the Agreement between the parties in relation to the security interest of MUSTANG CAT. Customer further appoints MUSTANG CAT as its attorney-in-fact to execute any such financing statement or security agreement in the place and stead of customer. In the event customer fails to execute any such financing statement or security agreement upon request by MUSTANG CAT, the entire balance of the purchase price shall be at MUSTANG CAT's option become due and payable and customer shall execute any notes or other evidences of indebtedness that may be required by MUSTANG CAT. However, any note taken herewith shall be evidence of customer's obligation to pay the unpaid time balance only and is not to be considered or construed to be payment for the product(s).
- 10. EVENTS OF DEFAULT:** The following are events of default by Customer: (1) failure to pay any amount due hereunder or otherwise; (2) Customer's ceasing to do business, becoming insolvent, taking advantage of any law for the relief of debtors or filing bankruptcy, making an assignment for the benefit of creditors; (3) when MUSTANG CAT deems itself insecure with respect to customer's performance; (4) Customer fails to perform any of customer's other obligation hereunder or otherwise; (5) Customer's representation or warranty is false or misleading.
- 11. REMEDIES ON DEFAULT:** In the event of any default by customer, MUSTANG CAT is entitled to any one or more of the following remedies, without any notice of default: (a) take possession of the equipment or any other equipment, including enter premises where its located; (b) terminate this Agreement; (c) seek specific performance or injunction or recover damages; (d) stop delivery of the equipment or any other equipment; (e) surrender any insurance policies and receive the unearned premiums; (f) without terminating this Agreement, MUSTANG CAT may take possession of the equipment and sell, relet or otherwise dispose of the equipment as a secured party under UCC and deduct all expenses, costs, reasonable attorneys fees, and other charges incurred by MUSTANG CAT; (g) recover deficiency from customer; and/or (h) perform by itself, or cause performance of, customer's obligation, at customer's cost. In no event shall MUSTANG CAT be required to sell or relet the equipment, nor required to rebate or pay back any gain or profit as a result of leasing the equipment. MUSTANG CAT's remedies hereunder shall not be exclusive, but shall be cumulative and in addition to all other remedies existing at law or in equity.
- 12. COLLECTIONS:** In the event any action either to collect payment or enforce the terms and provisions of this agreement becomes necessary, CUSTOMER agrees to pay reasonable cost of collection and attorney's fees to MUSTANG CAT should this matter be placed in the hands of a collection agency or an attorney for collection.
- 13. INDEMNITY: CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS MUSTANG CAT AND MUSTANG CAT'S PARTNERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS FROM ANY AND ALL CLAIM, EXPENSE, CAUSE OF ACTION, DAMAGE, LIABILITY, COST, PENALTY, TAX, ASSESSMENT, CHARGE, PUNITIVE DAMAGE OR EXPENSE BY REASON OF ANY ACT OR OMISSION OF CUSTOMER OR ITS EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, AFFILIATES OR INVITEES, WHILE THE EQUIPMENT IS IN THE POSSESSION OR UNDER THE CONTROL OF THE CUSTOMER OR ITS AGENTS.**
- 14. INSURANCE COVERAGES:** Customer shall maintain Equipment insurance and General Liability insurance, Auto Liability insurance, and Workers Compensation and Employer's Liability Insurance, each with minimum \$1,000,000 per occurrence and shall deliver to MUSTANG CAT a Certificate of Insurance evidencing same. Such insurance obtained by customer shall be primary.
- 15. NOTICES:** All notices hereunder shall be in writing and shall be deemed delivered if delivered personally or mailed, by certified mail, return receipt requested, to the respective addresses of the parties set forth above or any other address designated by written notice. By signing this Agreement, customer represents that it has read and agrees to the Terms and Conditions applicable to communications made by MUSTANG CAT to customer by Text or Email and which are found at <https://www.mustangcat.com/legal/notices/>
- 16. MISCELLANEOUS:** This Agreement may only be modified by a written agreement signed by MUSTANG CAT. If any provision of this Agreement is hereafter held invalid or unenforceable, the remainder of the Agreement shall not be affected and the provisions are declared severable. If there is more than one customer, the obligations of customers hereunder are joint and several. Subject to the terms hereof, this Agreement shall be binding upon and inure to the benefit of MUSTANG CAT and customer and their respective personal representatives, successors and assigns. This Agreement shall be governed by the laws of Texas, each party hereby irrevocably consents to submit to the exclusive jurisdiction of the courts of the state of Texas in Harris County, Texas. I agree and acknowledge that to the extent equipment is equipped with a telematics system (e.g., Product Link), that data concerning such equipment, including condition, and operation are being transmitted to Caterpillar Inc., and its affiliates. The full privacy statement applicable to the transfer of telematics information, including instructions on how to ask questions about telematics and how to revoke your consent, is available at: <https://www.caterpillar.com/en/legal-notices/data-governance-statement.html>. **THE PARTIES HEREBY WAIVE THEIR RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF THIS AGREEMENT OR THE SUBJECT MATTER HEREOF.**

Entity Information

MUSTANG MACHINERY COMPANY, LLC Active Registration

Unique Entity ID
GLNGTNV1LRP6

Your registration was activated on 2024-04-15. It expires on 2025-04-11, which is one year after you submitted it for processing. To update or renew your registration, begin from your Entities Workspace.

More About the Entity Status Tracker

Getting Started with Registration

Entity Status Guide

Legend

What if my entity fails TIN validation?

What if my entity fails CAGE validation?

More Help



Validate Entity
Completed



Get Unique Entity ID
Completed



Core Data
Completed



Assertions
Completed



Reps & Certs
Completed



POCs
Completed



Submit
Completed



Processing
Completed



Active
Completed

Entity Information

MUSTANG MACHINERY COMPANY, LLC • Active Registration

Unique Entity ID
GLNGTNV1LRP6

Your registration was activated on 2024-04-15. It expires on 2025-04-11, which is one year after you submitted it for processing. To update or renew your registration, begin from your Entities Workspace.

✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Validate Entity Completed	Get Unique Entity ID Completed	Core Data Completed	Assertions Completed	Reps & Certs Completed	POCs Completed	Submit Completed	Processing Completed	Active Completed		



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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/11/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Bowen, Miclette & Britt Insurance Agency, LLC 2800 North Loop West, Suite 1100 Houston TX 77092	CONTACT NAME: Michelle Rushing	
	PHONE (A/C, No, Ext): 7138807100	FAX (A/C, No): 713-880-7166
	E-MAIL ADDRESS: mrushing@bmbinc.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Liberty Insurance Corp	42404
	INSURER B : Liberty Mutual Fire Ins Co	23035
	INSURER C : Great American Insurance Company of NY	22136
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 1275958758 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:	Y	Y	EB7-691-012083-284	7/1/2024	7/1/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS	Y	Y	AS2-691-012083-334	7/1/2024	7/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000	Y	Y	TUU099131410	7/1/2024	7/1/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y N/A	WA7-69D-012083-214	7/1/2024	7/1/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The following policy provisions and/or endorsements form part of the policies of insurance represented by this certificate of insurance. The terms contained in the policies and/or endorsements supersede the representations made herein. Electronic copies of the policy provisions and/or endorsements listed below are available by emailing contact name shown above.

General Liability:

Blanket additional insured premises and operations per form #CG 2010 04/13 and CG 2011 1219 (Lessor)

Blanket additional insured products and completed operations per form #CG 2037 04/13

Blanket waiver of subrogation per form #CG 2404 1219

See Attached...

CERTIFICATE HOLDER

CANCELLATION

City of La Marque
4916 Texas Ave ste c
La Marque TX 77568

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Bowen, Miclette & Britt Insurance Agency, LLC		NAMED INSURED Mustang Machinery Company, LLC dba Mustang Cat 12800 Northwest Freeway Houston TX 77040
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Blanket primary/non-contributory per form #LC 2420 11 18

Automobile:

Blanket additional insured per form #AC 8423 08 11
 Blanket waiver of subrogation per form #CA 0444 10/13
 Blanket primary/non-contributory per form #AC 84 23 08/11

Worker's Compensation:

Blanket waiver of subrogation per form #WC 42 03 04 B
 Blanket Alternate Employer per form #WC 00 03 01 04/84

Umbrella Liability:

Blanket additional insured per form #GAI6002 06 97
 Blanket waiver of subrogation per form #GAI6002 06 97
 Blanket primary/non-contributory per form #GAI6011 06 97

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization for whom you have agreed in a written contract or agreement, prior to an "occurrence" or offense, that such person or organization be added as an additional insured to your policy, where the written contract or agreement obligates you to utilize the April 2013 version of the ISO CG 20 10 additional insured endorsement.	All locations as required by a written contract or agreement entered into prior to an 'occurrence' or offense.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization for whom you have agreed in a written contract or agreement, prior to an "occurrence" or offense, that such person or organization be added as an additional insured to your policy, where the written contract or agreement obligates you to utilize the April 2013 version of the ISO CG 20 37 additional insured endorsement.	All locations as required by a written contract or agreement entered into prior to an 'occurrence' or offense.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designation Of Premises (Part Leased To You): Any premises you lease
Name Of Person(s) Or Organization(s) (Additional Insured): Any manager or lessor of your premises for whom you have agreed in writing prior to a loss to provide liability insurance.
Additional Premium: \$ Included
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

Canopy Option

**RATING SHEET – REQUEST FOR PROPOSALS (RFP)
COMPETITIVE PROCUREMENT FOR GENERAL SERVICES, SUPPLIES, AND/OR EQUIPMENT**

Entity Name:	R. B. Everett & Co.
IFB Title or Number:	
Source of Funds:	American Rescue Plan Act (ARPA) (list others)
Evaluator's Name:	Christine Turner
Name of Respondent:	Rob Via
Date of Rating:	11-4-2024

Each evaluation committee member shall independently assess the content of each response using only the evaluation criteria and weights published in the solicitation and award points up to the maximum listed for each factor. Information necessary to assess the Respondent on these criteria may be gathered from past experience with the Respondent, from the Respondent's proposal response, and/or by contacting past/current clients (references) of the Respondent. Respondents proposing to offer specific services (if allowed in IFB) should be scored only on those services. Rate Respondent in the following areas:

Pass/Fail Criteria

	Factor	Pass	Fail	Comments
1.	Responsiveness of Proposal	✓		
2.	Financial Stability	✓		
Must pass all above areas to proceed. If a Fail is marked, <u>stop here</u> .				

Total Score (A + B + C)

	Factor	Maximum Points	Score	Comments
A.	Understanding of Work, Experience, and Relevant Qualifications – Experience in services similar in size and scope; total number and types of employees, skills, knowledge and abilities, company background history, number of years in providing similar services.	20	20	
B.	Capacity to Perform and Delivery/Service Schedule – Demonstrated capacity to provide goods or services within the prescribed delivery date and time. Provided references should be considered in this evaluation.	20	5	
C.	Pricing – Prices for all goods and/or services shall be all inclusive and valid for 90 days.	60	60	
	TOTAL AVAILABLE POINTS	100	85	

RATING SHEET – REQUEST FOR PROPOSALS (RFP)
COMPETITIVE PROCUREMENT FOR GENERAL SERVICES, SUPPLIES, AND/OR EQUIPMENT

Entity Name:	City of La Marque
IFB Title or Number:	2024 Mini-Excavators (Canopy)
Source of Funds:	American Rescue Plan Act (ARPA) (list others)
Evaluator's Name:	Clmanda Hobby
Name of Respondent:	R.B. Everett
Date of Rating:	November 4, 2024

Each evaluation committee member shall independently assess the content of each response using only the evaluation criteria and weights published in the solicitation and award points up to the maximum listed for each factor. Information necessary to assess the Respondent on these criteria may be gathered from past experience with the Respondent, from the Respondent's proposal response, and/or by contacting past/current clients (references) of the Respondent. Respondents proposing to offer specific services (if allowed in IFB) should be scored only on those services. Rate Respondent in the following areas:

Pass/Fail Criteria

	Factor	Pass	Fail	Comments
1.	Responsiveness of Proposal	✓		
2.	Financial Stability	✓		
Must pass all above areas to proceed. If a Fail is marked, <u>stop here</u> .				

Total Score (A + B + C)

	Factor	Maximum Points	Score	Comments
A.	Understanding of Work, Experience, and Relevant Qualifications – Experience in services similar in size and scope; total number and types of employees, skills, knowledge and abilities, company background history, number of years in providing similar services.	20	10	
B.	Capacity to Perform and Delivery/Service Schedule – Demonstrated capacity to provide goods or services within the prescribed delivery date and time. Provided references should be considered in this evaluation.	20	10	
C.	Pricing – Prices for all goods and/or services shall be all inclusive and valid for 90 days.	60	40	
	TOTAL AVAILABLE POINTS	100	80	

Cap option

**RATING SHEET – REQUEST FOR PROPOSALS (RFP)
COMPETITIVE PROCUREMENT FOR GENERAL SERVICES, SUPPLIES, AND/OR EQUIPMENT**

Entity Name:	R. B. Everett & Co.
IFB Title or Number:	
Source of Funds:	American Rescue Plan Act (ARPA) (list others)
Evaluator's Name:	Christine Turner
Name of Respondent:	Rob Via
Date of Rating:	11-4-2024

Each evaluation committee member shall independently assess the content of each response using only the evaluation criteria and weights published in the solicitation and award points up to the maximum listed for each factor. Information necessary to assess the Respondent on these criteria may be gathered from past experience with the Respondent, from the Respondent's proposal response, and/or by contacting past/current clients (references) of the Respondent. Respondents proposing to offer specific services (if allowed in IFB) should be scored only on those services. Rate Respondent in the following areas:

Pass/Fail Criteria

	Factor	Pass	Fail	Comments
1.	Responsiveness of Proposal	✓		
2.	Financial Stability	✓		

Must pass all above areas to proceed. If a Fail is marked, stop here.

Total Score (A + B + C)

	Factor	Maximum Points	Score	Comments
A.	Understanding of Work, Experience, and Relevant Qualifications – Experience in services similar in size and scope; total number and types of employees, skills, knowledge and abilities, company background history, number of years in providing similar services.	20	20	
B.	Capacity to Perform and Delivery/Service Schedule – Demonstrated capacity to provide goods or services within the prescribed delivery date and time. Provided references should be considered in this evaluation.	20	5	
C.	Pricing – Prices for all goods and/or services shall be all inclusive and valid for 90 days.	60	60	
	TOTAL AVAILABLE POINTS	100	85	

RATING SHEET – REQUEST FOR PROPOSALS (RFP)
COMPETITIVE PROCUREMENT FOR GENERAL SERVICES, SUPPLIES, AND/OR EQUIPMENT

Entity Name:	City of La Marque
IFB Title or Number:	2024 Mini-Excavators (Cab)
Source of Funds:	American Rescue Plan Act (ARPA) (list others)
Evaluator's Name:	Amanda Hobby
Name of Respondent:	R.B. Everett
Date of Rating:	November 4, 2024

Each evaluation committee member shall independently assess the content of each response using only the evaluation criteria and weights published in the solicitation and award points up to the maximum listed for each factor. Information necessary to assess the Respondent on these criteria may be gathered from past experience with the Respondent, from the Respondent's proposal response, and/or by contacting past/current clients (references) of the Respondent. Respondents proposing to offer specific services (if allowed in IFB) should be scored only on those services. Rate Respondent in the following areas:

Pass/Fail Criteria

	Factor	Pass	Fail	Comments
1.	Responsiveness of Proposal	✓		
2.	Financial Stability	✓		
Must pass all above areas to proceed. If a Fail is marked, <u>stop here</u> .				

Total Score (A + B + C)

	Factor	Maximum Points	Score	Comments
A.	Understanding of Work, Experience, and Relevant Qualifications – Experience in services similar in size and scope; total number and types of employees, skills, knowledge and abilities, company background history, number of years in providing similar services.	20	10	
B.	Capacity to Perform and Delivery/Service Schedule – Demonstrated capacity to provide goods or services within the prescribed delivery date and time. Provided references should be considered in this evaluation.	20	10	
C.	Pricing – Prices for all goods and/or services shall be all inclusive and valid for 90 days.	60	60	
	TOTAL AVAILABLE POINTS	100	80	

R.B.
Evnett

(2) mini Excavators

- Cab option
- Canopy option

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	New Develon DX27Z-7 Cab Option	2	
3	New Develon DX27Z-7 Canopy Option	2	
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 than 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 must 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

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.

SEE ATTACHMENTS

DEVELON

Mini Excavator

DX27Z-7



Engine

Make	DEVELON
Model	DN1.7
Number of cylinders	3
Rated power, gross (hp per SAE J1995)	24.7 hp (18.4 kW) @ 2400 rpm
Rated power, net (hp per SAE J1349)	24 hp (17.9 kW) @ 2400 rpm
Max. torque, net (SAE J1995)	72.0 lbf.-ft. (9.9 kgf-m) @ 1600 rpm
Displacement	101.0 in. ³ (1.65 L)
Bore and stroke	3.4" x 3.6" (87 mm x 92.4 mm)
Starter	12 V, 2.3 hp (1.7 kW)
Battery	12 V, 55 AH
Alternator	13.5 V, 75 A
Air cleaner	Double elements

Hydraulics

Main pumps	2 x 7.6 gpm (29.0 L/min.)
Pilot pump (gear design)	3.0 gpm (11.0 L/min.)
Relief pressure	3408.0 psi (240.0 kg/cm ²)

Maximum System Pressure

Boom/arm/bucket (normal mode)	3129.0 psi (220.0 kg/cm ²)
Swing (crossover relief)	2418.0 psi (170.0 kg/cm ²)

Undercarriage

Upper rollers (each track)	1
Lower rollers (each track)	3
Number of shoes (links per side)	Single assembly (rubber)

Swing Mechanism

Swing speed	9.3 rpm
Swing torque	4025.0 lbf.-ft. (557.0 kgf-m)

Drive System

Travel speed [low – high]	1.5 – 2.6 mph (2.4 – 4.2 km/h)
Traction force, max. (drawbar pull)	6900.0 lbf. (3130.0 kgf)
Max. grade	58% (30°)

Environment

Sound level (ISO 6395)	94 dB(A)
Cabin sound level (ISO 6396)	76 dB(A)

Refill Capacities

Fuel tank	9.5 gal. (36.0 L)
Cooling system (radiator capacity)	1.3 gal. (4.8 L)
Engine oil	1.5 gal. (5.8 L)
Final drive (each side)	0.2 gal. (0.9 L)
Hydraulic system	18.0 gal. (68.0 L)
Hydraulic tank	10.0 gal. (38.0 L)

All capacities are approximate values. Always refer to the machine's OM for exact refill levels. Check the dipstick, level eye, level plug, etc., to achieve the correct level.

Hydraulic Cylinders

Boom ⁽¹⁾ bore x rod diameter x stroke	2.8" x 1.6" x 22.6" (70 mm x 40 mm x 575 mm)
Arm ^(1,2) bore x rod diameter x stroke	2.8" x 1.6" x 19.9" (70 mm x 40 mm x 506 mm)
Bucket ⁽¹⁾ bore x rod diameter x stroke	2.6" x 1.4" x 17.1" (65 mm x 35 mm x 435 mm)
Swing – boom ⁽¹⁾ bore x rod diameter x stroke	3.1" x 1.8" x 25.3" (80 mm x 45 mm x 643 mm)
Blade ^(1,2) bore x rod diameter x stroke	3.3" x 1.6" x 5.1" (85 mm x 40 mm x 129 mm)

¹ Cushion on rod end

² Cushion on base end

The piston rods and cylinder bodies are made of high-strength steel. A shock-absorbing mechanism is fitted in all cylinders to ensure shock-free operation and extended piston life.

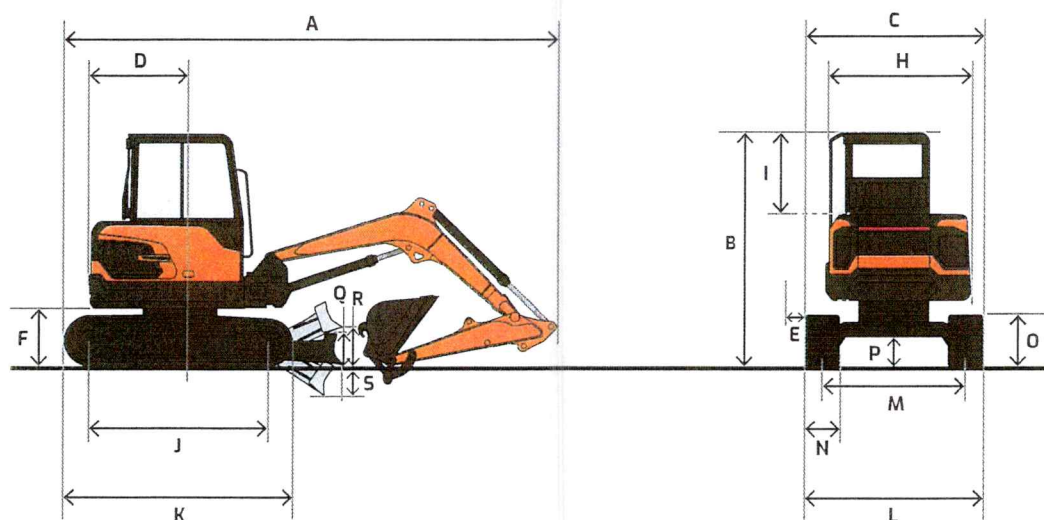
NOTE: Where applicable, dimensions are in accordance with Society of Automotive Engineers (SAE) and ISO standards. Specifications and design are subject to change without notice. All dimensions are given for DEVELON mini excavators equipped with standard rubber tracks. Pictures of DEVELON mini excavators may show other than standard equipment. All dimensions are shown in inches. Respective metric dimensions are enclosed by parentheses. Rounding may impact specifications. DEVELON equipment is manufactured with a Quality Management System that is in compliance with ISO 9001:2008.

Dimensions

		Standard Arm & HVAC Cabin (US20/US40)	Long Arm & HVAC Cabin (US21/US41)	Standard Arm & Canopy (US30/US50)	Long Arm & Canopy (US31/US51)
Boom type		One-piece boom			
Arm type		Standard arm	Long arm	Standard arm	Long arm
Bucket type (SAE)		General-purpose			
Track type		Fixed (rubber)			
Shipping length	A	13' 8.8" (4186 mm)	13' 9.0" (4191 mm)	13' 8.8" (4186 mm)	13' 9.0" (4191 mm)
Overall height	B	8' 0.0" (2442 mm)			
Shipping width	C	5' 1.0" (1550 mm)			
Tail swing radius	D	2' 7.1" (790 mm)	2' 9.7" (855 mm)	2' 7.1" (790 mm)	2' 9.7" (855 mm)
Tail swing overhang (rear)*		-			
Tail swing overhang (side)	E	0.6" (15 mm)	3.1" (80 mm)	0.6" (15 mm)	3.1" (80 mm)
Counterweight clearance	F	1' 8.2" (512 mm)			
Upper structure width	H	4' 11.0" (1500 mm)			
Cabin height above house	I	3' 2.2" (971 mm)			
Tumbler distance	J	5' 0.6" (1540 mm)			
Overall track length	K	6' 5.2" (1960 mm)			
Undercarriage width	L	5' 1.0" (1550 mm)			
Track gauge width	M	4' 1.2" (1250 mm)			
Track width	N	11.8" (300 mm)			
Track height	O	1' 5.8" (451 mm)			
Car body clearance	P	8.5" (217 mm)			
Blade height	Q	10.2" (259 mm)			
Blade clearance	R	1' 3.1" (383 mm)			
Max. blade cut, below ground	S	1' 1.2" (335 mm)			

*Not shown on diagram
Less than zero indicated as "-"

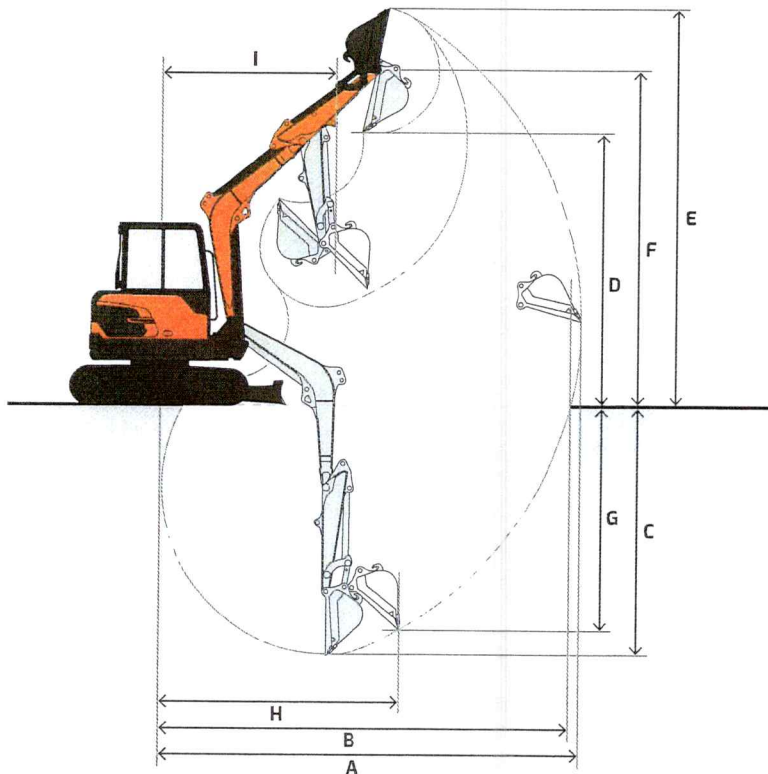
US40/US41/US50/US51 packages include rotating piping as standard.



Working Range

		Standard Arm & HVAC Cabin (US20/US40)	Long Arm & HVAC Cabin (US21/US41)	Standard Arm & Canopy (US30/US50)	Long Arm & Canopy (US31/US51)
Boom length		6' 10.3" (2090 mm)			
Arm length		3' 7.3" (1100 mm)	4' 3.2" (1300 mm)	3' 7.3" (1100 mm)	4' 3.2" (1300 mm)
Bucket capacity (SAE)		2.8 ft ³ (0.08 m ³)			
Max. digging reach	A	15' 3.3" (4655 mm)	15' 10.8" (4845 mm)	15' 3.3" (4655 mm)	15' 10.8" (4845 mm)
Max. digging reach (ground)	B	14' 10.0" (4520 mm)	15' 5.8" (4720 mm)	14' 10.0" (4520 mm)	15' 5.8" (4720 mm)
Max. digging depth	C	8' 8.1" (2645 mm)	9' 4.0" (2845 mm)	8' 8.1" (2645 mm)	9' 4.0" (2845 mm)
Max. dumping height	D	9' 7.6" (2935 mm)	10' 0.7" (3065 mm)	9' 7.6" (2935 mm)	10' 0.7" (3065 mm)
Max. digging height	E	14' 4.6" (4385 mm)	14' 9.8" (4515 mm)	14' 4.6" (4385 mm)	14' 9.8" (4515 mm)
Max. bucket pin height	F	12' 0.3" (3665 mm)	12' 5.4" (3795 mm)	12' 0.3" (3665 mm)	12' 5.4" (3795 mm)
Max. vertical wall depth	G	5' 1.6" (1565 mm)	5' 6.5" (1690 mm)	5' 1.6" (1565 mm)	5' 6.5" (1690 mm)
Max. vertical digging radius	H	12' 0.5" (3670 mm)	12' 6.2" (3815 mm)	12' 0.5" (3670 mm)	12' 6.2" (3815 mm)
Min. swing radius	I	6' 10.5" (2095 mm)	6' 8.5" (2045 mm)	6' 10.5" (2095 mm)	6' 8.5" (2045 mm)
Boom swing – left/right		66.5° / 53.5°			
Digging force, bucket		4894.0 lbf. (2220.0 kgf)			
Digging force, arm		3197.0 lbf. (1450.0 kgf)	2866.0 lbf. (1300.0 kgf)	3197.0 lbf. (1450.0 kgf)	2866.0 lbf. (1300.0 kgf)
Counterweight		322 lb. (146 kg)	542 lb. (156 kg)	322 lb. (146 kg)	542 lb. (156 kg)
Operating weight		6106.8 lb. (2770 kg)	6344.4 lb. (2878 kg)	5724.6 lb. (2642 kg)	6062.7 lb. (2750 kg)
Ground pressure		3.8 psi (0.27 kgf/cm ²)			

US40/US41/US50/US51 packages include rotating piping as standard.



Bucket

	Standard Arm & HVAC Cabin (US20/US40)	Long Arm & HVAC Cabin (US21/US41)	Standard Arm & Canopy (US30/US50)	Long Arm & Canopy (US31/US51)
Boom	6' 10.3" (2090 mm)			
Arm	3' 7.3" (1100 mm)	4' 3.2" (1300 mm)	3' 7.3" (1100 mm)	4' 3.2" (1300 mm)
Shoe size	11.8" (300 mm)			
Track type	Fixed (rubber)			
Counterweight	322 lb. (146 kg)	542 lb. (156 kg)	322 lb. (146 kg)	542 lb. (156 kg)

Bucket Type	Model	Capacity* yd³ (m³)	Width in. (mm)	Weight lb. (kg)	Height in. (mm)	Length in. (mm)	Number of teeth	Connection/ Type
Quick-Hitch Ditching (QH03GB)	DC03GB-30QH	0.18 (0.14)	30 (762.0)	214 (97.0)	17.625 (447.6)	23.625 (600.0)	-	Quick-hitch
	DC03GB-36QH	0.22 (0.17)	36 (914.4)	250 (113.4)				
	DC03GB-42QH	0.26 (0.19)	42 (1066.8)	287 (130.2)				
Quick-Hitch Heavy-Duty (QH03GB)	HD03GB-12QH	0.06 (0.04)	12 (304.8)	123 (55.8)	18.375 (466.7)	30.875 (784.2)	3	Quick-hitch
	HD03GB-16QH	0.09 (0.07)	16 (406.4)	154 (69.8)			4	
	HD03GB-18QH	0.10 (0.07)	18 (457.2)	165 (74.8)			4	
	HD03GB-24QH	0.14 (0.10)	24 (609.6)	198 (89.8)			5	
Pin-On Ditching	DC02GB-30	0.18 (0.14)	31 (787.4)	235 (106.0)	22.75 (577.9)	26.75 (679.5)	-	Pin-on
	DC02GB-36	0.23 (0.17)	37 (939.8)	270 (122.0)				
	DC02GB-42	0.26 (0.20)	43 (1092.2)	300 (136.0)				
	DC02GB-48	0.31 (0.24)	49 (1244.6)	330 (149.6)				
Pin-On Heavy-Duty	HD02GB-12	0.06 (0.04)	13 (330.2)	125 (57.0)	22.375 (568.3)	32.0 (812.8)	3	Pin-on
	HD02GB-16	0.09 (0.07)	17 (431.8)	145 (66.0)			4	
	HD02GB-18	0.10 (0.07)	19 (482.6)	155 (70.0)			4	
	HD02GB-20	0.11 (0.08)	21 (533.4)	165 (75.0)			4	
	HD02GB-24	0.14 (0.10)	25 (635.0)	185 (84.0)			5	

*Capacity based on ISO 7451 and heaped with a 1:1 angle of repose

• Equipped with bolt-on wear shrouds

• Equipped with bolt-on teeth

• Equipped with bolt-on cutting edge

• These recommendations are given as a guide only and based on typical operating conditions.

Please consult with your DEVELON dealer to properly match buckets and attachments for the application.

US40/US41/US50/US51 packages include rotating piping as standard.

Lifting Capacity

 Rating over front  Rating over side or 360°

DX27Z-7 US20/US40 | Cabin & Standard Arm

Boom: 6' 10.3" (2090 mm) | Arm: 3' 7.3" (1100 mm) | Counterweight: 322 lb. (146 kg) | Dozer Down | Bucket: None | Unit lb. (kg)

A (ft. or m) B (ft. or m)	5' (1.0 m)		10' (2.0 m)		15' (3.0 m)		Max. Reach		A
									
15' (3.0 m)					* 1260 * 570	* 1260 * 570	* 1320 * 600	1210 550	10.49' (3.20 m)
10' (2.0 m)					* 1380 630	1330 600	* 1320 * 600	920 420	12.33' (3.76 m)
5' (1.0 m)					* 1780 * 810	1260 570	* 1370 * 620	840 380	12.87' (3.92 m)
Ground Level			* 3510 2270		* 2010 * 910	1210 550	* 1440 * 650	880 400	12.32' (3.76 m)
-5' (-1.0 m)	* 4010 * 1820	* 4010 * 1820	* 3110 * 1410	2300 1040	* 1730 * 790	1220 550	* 1500 * 680	1120 510	10.48' (3.19 m)

DX27Z-7 US20/US40 | Cabin & Standard Arm

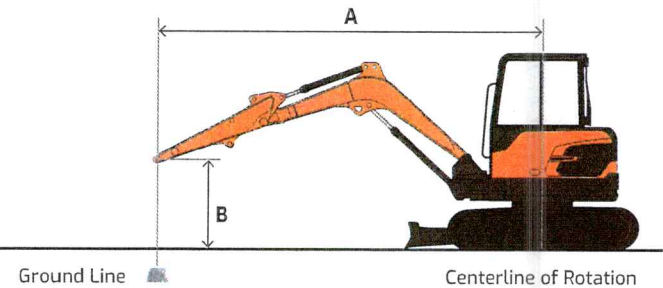
Boom: 6' 10.3" (2090 mm) | Arm: 3' 7.3" (1100 mm) | Counterweight: 322 lb. (146 kg) | Dozer Up | Bucket: None | Unit lb. (kg)

A (ft. or m) B (ft. or m)	5' (1.0 m)		10' (2.0 m)		15' (3.0 m)		Max. Reach		A
									
15' (3.0 m)					* 1260 * 570	1070 480	1170 530	950 430	10.49' (3.20 m)
10' (2.0 m)					1290 580	1040 470	890 400	710 320	12.33' (3.76 m)
5' (1.0 m)					1220 550	970 440	810 370	650 290	12.87' (3.92 m)
Ground Level			2210 1000	1680 760	1170 530	930 420	850 380	680 310	12.32' (3.76 m)
-5' (-1.0 m)	* 4010 * 1820	* 4010 * 1820	2240 1010	1710 770	1180 530	930 420	1080 490	860 390	10.48' (3.19 m)

A Distance from center of rotation
B Height

NOTE: Lifting capacities are in compliance with SAE 1097 and ISO 10567. Machine in lifting mode with power boost turned on. Load point is the end of the arm. Rated loads shown do not exceed 75% of minimum tipping loads or 87% of hydraulic capacities. Rated loads marked with an asterisk (*) are limited by hydraulic capacities. The least stable position is over the side. The total mass of machine includes the mass of the boom, arm, counterweight, all operating fluids and 165 lb. (75 kg) operator.

US40/US41/US50/US51 packages include rotating piping as standard.



Lifting Capacity

 Rating over front  Rating over side or 360°

DX27Z-7 US21/US41 | Cabin & Long Arm

Boom: 6' 10.3" (2090 mm) | Arm: 4' 3.2" (1300 mm) | Counterweight: 542 lb. (156 kg) | Dozer Down | Bucket: None | Unit lb. (kg)

A (ft. or m)	5' (1.0 m)		10' (2.0 m)		15' (3.0 m)		20' (4.0 m)		Max. Reach	
B (ft. or m)										
15' (3.0 m)					* 1090 * 500	* 1090 * 500			* 1220 * 550	1190 540
10' (2.0 m)					* 1260 * 570	* 1260 * 570			* 1230 * 560	940 430
5' (1.0 m)					* 1700 * 770	1390 630	* 1310 * 590	910 410	* 1280 * 580	870 390
Ground Level			* 3510 * 1590	2500 1130	* 2000 * 910	1340 610			* 1360 * 620	900 410
-5' (-1.0 m)	* 3410 * 1550	* 3410 * 1550	* 3340 * 1520	2510 1140	* 1860 * 840	1330 600			* 1430 * 650	1110 500
-10' (-2.0 m)			* 1570 * 710	* 1570 * 710					* 1290 * 580	1290 580
										A
										11.30' (3.45 m)
										12.99' (3.96 m)
										13.50' (4.11 m)
										12.98' (3.96 m)
										11.27' (3.43 m)
										715' (218 m)

DX27Z-7 US21/US41 | Cabin & Long Arm

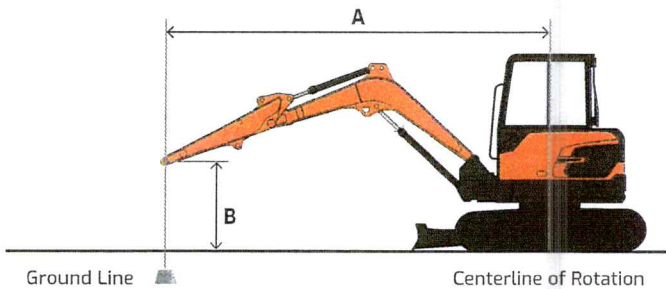
Boom: 6' 10.3" (2090 mm) | Arm: 4' 3.2" (1300 mm) | Counterweight: 542 lb. (156 kg) | Dozer Up | Bucket: None | Unit lb. (kg)

A (ft. or m)	5' (1.0 m)		10' (2.0 m)		15' (3.0 m)		20' (4.0 m)		Max. Reach	
B (ft. or m)										
15' (3.0 m)					* 1090 * 500	* 1090 * 500			1150 520	940 430
10' (2.0 m)					* 1260 * 570	1160 530			910 410	740 340
5' (1.0 m)					1350 610	1090 500	880 400	710 320	840 380	680 310
Ground Level			2440 1110	1870 850	1300 590	1040 470			870 400	710 320
-5' (-1.0 m)	* 3410 * 1550	* 3410 * 1550	2450 1110	1880 850	1290 590	1030 470			1070 490	860 390
-10' (-2.0 m)			* 1570 * 710	* 1570 * 710					* 1290 * 580	* 1290 * 580
										A
										11.30' (3.45 m)
										12.99' (3.96 m)
										13.50' (4.11 m)
										11.27' (3.43 m)
										715' (218 m)

A Distance from center of rotation
B Height

NOTE: Lifting capacities are in compliance with SAE 1097 and ISO 10567 Machine in lifting mode with power boost turned on. Load point is the end of the arm. Rated loads shown do not exceed 75% of minimum tipping loads or 87% of hydraulic capacities. Rated loads marked with an asterisk (*) are limited by hydraulic capacities. The least stable position is over the side. The total mass of machine includes the mass of the boom, arm, counterweight, all operating fluids and 165 lb. (75 kg) operator.

US40/US41/US50/US51 packages include rotating piping as standard.



Lifting Capacity

 Rating over front  Rating over side or 360°

DX27Z-7 US30/US50 | Canopy & Standard Arm

Boom: 6' 10.3" (2090 mm) | Arm: 3' 7.3" (1100 mm) | Counterweight: 322 lb. (146 kg) | Dozer Down | Bucket: None | Unit lb. (kg)

A (ft. or m) B (ft. or m)	5' (1.0 m)	10' (2.0 m)	15' (3.0 m)	Max. Reach		A			
15' (3.0 m)			  1260 570	  1260 570	  1320 600	1160 520	10.49' (3.20 m)		
10' (2.0 m)			  1380 630	  1270 570	  1320 600	870 400	12.33' (3.76 m)		
5' (1.0 m)			  1780 810	  1200 540	  1370 620	790 360	12.87' (3.92 m)		
Ground Level		  3510 1590	  2160 980	  2010 910	  1150 520	  1440 650	830 380	12.32' (3.76 m)	
-5' (-1.0 m)	  4010 1820	  4010 1820	  3110 1410	  2180 990	  1730 790	  1160 520	  1500 680	1060 480	10.48' (3.19 m)

DX27Z-7 US30/US50 | Canopy & Standard Arm

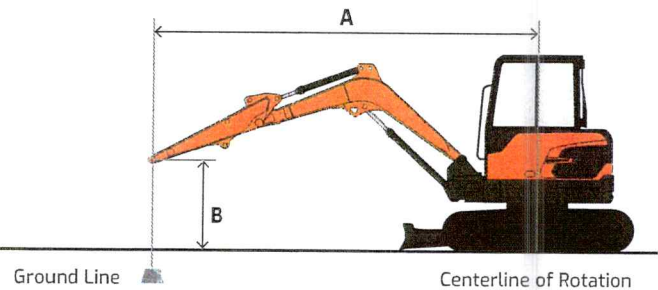
Boom: 6' 10.3" (2090 mm) | Arm: 3' 7.3" (1100 mm) | Counterweight: 322 lb. (146 kg) | Dozer Up | Bucket: None | Unit lb. (kg)

A (ft. or m) B (ft. or m)	5' (1.0 m)	10' (2.0 m)	15' (3.0 m)	Max. Reach		A
15' (3.0 m)	 	 	 	 	900 410	10.49' (3.20 m)
10' (2.0 m)			 	 	670 310	12.33' (3.76 m)
5' (1.0 m)			 	 	610 280	12.87' (3.92 m)
Ground Level		 	 	 	640 290	12.32' (3.76 m)
-5' (-1.0 m)	 	 	 	 	810 370	10.48' (3.19 m)

A Distance from center of rotation
B Height

NOTE: Lifting capacities are in compliance with SAE 1097 and ISO 10567. Machine in lifting mode with power boost turned on. Load point is the end of the arm. Rated loads shown do not exceed 75% of minimum tipping loads or 87% of hydraulic capacities. Rated loads marked with an asterisk (*) are limited by hydraulic capacities. The least stable position is over the side. The total mass of machine includes the mass of the boom, arm, counterweight, all operating fluids and 165 lb. (75 kg) operator.

US40/US41/US50/US51 packages include rotating piping as standard.



Lifting Capacity

 Rating over front  Rating over side or 360°

DX27Z-7 US31/US51 | Canopy & Long Arm

Boom: 6' 10.3" (2090 mm) | Arm: 4' 3.2" (1300 mm) | Counterweight: 542 lb. (156 kg) | Dozer Down | Bucket: None | Unit lb. (kg)

A (ft. or m)	5' (1.0 m)		10' (2.0 m)		15' (3.0 m)		20' (4.0 m)		Max. Reach		A
B (ft. or m)											A
15' (3.0 m)					* 1090 * 500	* 1090 * 500			* 1220 * 550	1130 510	1130' (3.45 m)
10' (2.0 m)					* 1260 * 570	* 1260 * 570			* 1230 * 560	890 400	12.99' (3.96 m)
5' (1.0 m)					* 1700 * 770	1330 600		* 1310 * 590	860 390	* 1280 * 580	820 370 (2.50' (4.11 m)
Ground Level			* 3510 * 1590	2370 1080	* 2000 * 910	1270 580			* 1360 * 620	860 390	12.98' (3.96 m)
-5' (-1.0 m)	* 3410 * 1550	* 3410 * 1550	* 3340 * 1520	2380 1080	* 1860 * 840	1260 570			* 1430 * 650	1050 480	11.27' (3.43 m)
-10' (-2.0 m)			* 1570 * 710	* 1570 * 710					* 1290 * 580	1290 580	715' (2.18 m)

DX27Z-7 US31/US51 | Canopy & Long Arm

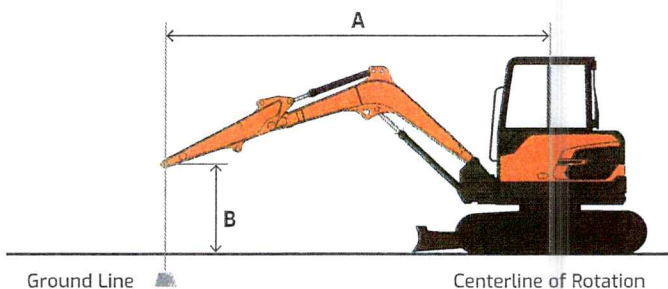
Boom: 6' 10.3" (2090 mm) | Arm: 4' 3.2" (1300 mm) | Counterweight: 542 lb. (156 kg) | Dozer Up | Bucket: None | Unit lb. (kg)

A (ft. or m) \ B (ft. or m)	5' (1.0 m)	10' (2.0 m)	15' (3.0 m)		20' (4.0 m)		Max. Reach	
								A
15' (3.0 m)			* 1090 * 500	* 1090 * 500			1090 500	890 410 (2.71 m)
10' (2.0 m)			* 1260 * 570	1110 500			860 390	700 320 (2.13 m)
5' (1.0 m)			1280 580	1040 470	830 380	670 300	790 360	640 290 (1.95 m)
Ground Level		2310 1050	1780 810	1230 560	980 450		830 370	670 300 (2.07 m)
-5' (-1.0 m)	* 3410 * 1550	* 3410 * 1550	2320 1050	1790 810	1220 550	980 440	1010 460	820 370 (2.50 m)
-10' (-2.0 m)		* 1570 * 710	* 1570 * 710				* 1290 * 580	1290 580 (3.93 m)

A Distance from center of rotation
B Height

NOTE: Lifting capacities are in compliance with SAE 1097 and ISO 10567. Machine in lifting mode with power boost turned on. Load point is the end of the arm. Rated loads shown do not exceed 75% of minimum tipping loads or 87% of hydraulic capacities. Rated loads marked with an asterisk (*) are limited by hydraulic capacities. The least stable position is over the side. The total mass of machine includes the mass of the boom, arm, counterweight, all operating fluids and 165 lb. (75 kg) operator.

US40/US41/US50/US51 packages include rotating piping as standard.



Standard & Optional Equipment | Standard Base Package, US20

■ Standard ● Optional

Engine

Emissions (EPA), T4f	■
Direct fuel injected	■
Fuel filter with water separator	■
Coolant recovery tank	■
Dual element dry-type air filter	■
Electronic engine control (ECU)	■
Auto preheat cold start assist	■
Auto idle	■
Overheat & low oil pressure engine protection	■

Hydraulic

Variable axial piston main pump	■
Pilot-operated control valves	■
Pilot gear pump (tandem)	■
Axial piston swing motor	■
Spring-applied hydraulic release brake	■
Axial piston travel motor (high/low, auto)	■
Auxiliary hydraulics, two-way	■
Adjustable auxiliary flow	■

Electrical

Alternator – 13.5 V, 75 A	■
12 V battery, 400 CCA @ 0° F (-18° C)	■
Lights: cabin (I), boom (I)	■
Additional lighting	●
Rotating beacon	●
Hour meter	■
Engine restart prevention system	■
Laptop service port	■
Self-diagnostics system	■

Cabin

Steel, all-weather & sound suppressed	■
ROPS/TOPS	■
Front window with wiper/washer	■
Tinted safety glass	■
Pull-up type front window	■
Lockable doors	■
Seat	■
- 2" (51 mm) seat belt	■
- Adjustable height & recline	■
Adjustable armrests	■
Air conditioner with heater	■
Mirrors	■
AM/FM stereo & Bluetooth™	■
Speakers (2)	■
Power socket, 12 V	■
Interior light	■
Storage for operator's manuals	■

Controls

Joystick controls	■
- Two hydraulic joysticks control boom, arm, bucket & slew functions	■
- Thumbwheels control auxiliary hydraulics (if equipped)	■
Blade control lever	■
Pattern control change valve (SAE, ISO)	■
Engine speed control dial	■
Travel pedals with hand levers	■
Switches, console-mounted	■
- Starter switch (key)	■
- Heater/AC control panel	■
- Rotating beacon (if equipped)	■
- 12 V power socket & USB charger	■
- Keypad buttons	■
- Overload warning	■
- Travel/swing alarm	■
- Light	■
- Work lights	■
- Wiper & washer	■
- Auto idle	■
Emergency stop switch	■

Display Monitor & Warnings

Buzzer	■
- Engine oil pressure	■
- Coolant temperature	■
Touch screen display monitor	■
- Digital clock	■
- Menu select button	■
- Back button	■
- Fuel gauge	■
- Engine coolant temperature	■
- Hydraulic oil temperature	■
- Mode	■
- Tachometer	■
- Operating mode/flow setting selector	■
Indicator lights	■
- Air filter restriction indicator	■
- Engine check warning light	■
- Hydraulic oil warning	■
- Fuel warning	■
- Auto idle indicator	■
- Auxiliary flow mode indicator	■
- Engine oil pressure light with audible alarm	■
- Preheat (cold start assist) indicator	■
- Two-speed travel indicator light	■
Travel alarm	●

Undercarriage

Track rollers, upper	1
Track rollers, lower	3
Rubber tracks – 300 mm	■

Other

Centralized lubrication	■
- Swing pinion	■
- Swing bearing	■
Dozer blade	■
Manuals	■
- Operation	■
- AEM Safety Manual	■
Vandalism protection	■
- Lockable panels	■
- Lockable fluid fill points	■
MY DEVELON (telematics)	■

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:	(2) 2024 MINI-EXCAVATORS
Name of Respondent:	ROB VIA
Company:	R. B. EVERETT & COMPANY
Mailing Address:	P. O. BOX 7300
City, State, Zip:	PASADENA, TEXAS 77508
Phone Number:	281-991-8161
Company Contact Email Address:	rvia@rbeverett.com
Texas Vendor ID Number:	
EIN/Federal Tax Identification Number:	74-0615140

ACKNOWLEDGEMENT OF ADDENDA

ADDENDUM NO. 1	DATE ISSUED
No Bid Bond Required	10/22/24

☐ Please check this box if no addenda were issued.

Addendum 1
10/22/24
LM 24-17 Mini Excavator

Is a Bid bond required?

No, a bid bond is not required

I missed the pre-bid conference. Does this disqualify me from submitting a proposal?

No. The City has waived the mandatory pre-bid attendance requirement.

Could the City please clarify if they will allow electronic submission via their bid submission portal, or if only mailed/hand delivered responses will be accepted?

You may submit your response either by mail or through an electronic upload; both methods are not required.

For digital delivery: the subject line of the email should include the Respondent's Name, RFP number, and the time/due date of the RFP. The completed response, along with all attachments, should be uploaded to the following point of contact:
[Bidssubmit.cityoflamarque.org](https://bids.submit.cityoflamarque.org)

If the response is mailed or hand-delivered, sealed proposals (an original and 3 copies) must be submitted on the original forms provided. Each response must be sealed and placed in a properly identified envelope, including the Respondent's Name, RFP number, and the time/due date of the RFP.

Mailed/hand-delivered submissions should be addressed to:

City Clerk

1111 Bayou Road

La Marque, TX 77568

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:	ROB VIA
AUTHORIZED SIGNATURE:	
TITLE OF AUTHORIZED AGENT:	BUSINESS DEVELOPMENT MANAGER
DATE OF SIGNATURE:	10/25/24

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	New Develon DX27Z-7 Cab Option	2		\$42,646.00	\$85,292.00
3	New Develon DX27Z-7 Canopy Option	2		\$36,515.00	\$73,030.00
4	5 Yr/5000 Hr Full Machine Warranty	1/EACH		\$ 0	\$ 0
5				\$	\$
TOTAL FIRM FIXED PRICE					\$
6	DELIVERY – Number of calendar days for delivery after receipt of the order:			90 calendar days	
Name of Firm:	R. B. EVERETT & COMPANY				
RFP #:					
RFP Name:	ROB VIA, BUSINESS DEVELOPMENT MANAGER				

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:	ROB VIA
TITLE OF AUTHORIZED AGENT:	BUSINESS DEVELOPMENT MANAGER
DATE OF SIGNATURE:	10/25/24

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: R. B. EVERETT & COMPANY

STREET ADDRESS: 8211 RED BLUFF RD

CITY: PASADENA

STATE: TEXAS

ZIP: 77507

CONTACT NAME: ROB VIA

CONTACT EMAIL: rvia@rbeverett.com

CONTACT PHONE: 281-991-8161

*UEI # WYKUKS3MAUK7

**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

Rob Via, Business Development Manager

10/25/24

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: ROB VIA

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:	Furnished on receipt of order
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.

FURNISHED ON RECEIPT OF ORDER

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

Rob Via, Business Development Mgr
PRINTED NAME, TITLE

R. B. Everett & Company

COMPANY

10/25/24

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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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 Date Received	
1 Name of vendor who has a business relationship with local governmental entity. R. B. EVERETT & COMPANY		
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. N/A 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. City of Lamarque is assigned account in sales territory.		
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 Echlin Signature of vendor doing business with the governmental entity 10/25/24 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, R. B. EVERETT & COMPANY (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	ROB VIA
TITLE OF AUTHORIZED AGENT	BUSINESS DEVELOPMENT MANAGER
DATE	10/25/24

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, 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: N/A City, State, Zip:	10b. Individuals Performing Services <i>(including address if different from No. 10a)</i> Name (First, MI, Last): Street Address: N/A 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: <u>Rob Via</u>		
Name: <u>ROB VIA</u>		Title: <u>BUSINESS DEVELOPMENT MANAGER</u>
Telephone: <u>281-991-8161</u>		Date: <u>10/25/24</u>
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

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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 R. B. EVERETT & COMPANY (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	ROB VIA
TITLE OF AUTHORIZED AGENT	BUSINESS DEVELOPMENT MANAGER
DATE	10/25/24

ATTACHMENT L: NON-COLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

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: 

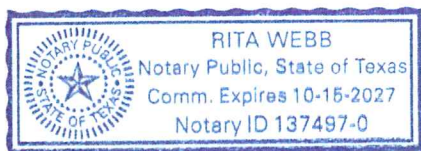
Printed Name: ROB VIA

Title: BUSINESS DEVELOPMENT MANAGER

Company: R. B. EVERETT & COMPANY

Date: 10/25/24

SUBSCRIBED and sworn to before me the undersigned authority by Rob Via on
the 25th day of October, 20 24 on behalf of said bidder.




Notary Public in and for the
State of Texas

My commission expires: 10/15/27

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	R. B. EVERETT & COMPANY
Entity Address 1	1111 Bayou Road	Vendor Address 1	8211 Red Bluff Rd
Entity Address 2	La Marque, Texas 77568	Vendor Address 2	Pasadena, Tx. 77507
Entity Representative for Project		Vendor Representative for Project	
Name	Amanda Hobby	Name	Rob Via
Title	Assistant Director of Public Works	Title	Business Development Mgr
Phone	(409) 795-7996	Phone	281-991-8161
Email	a.hobby@cityoflamarque.org	Email	rvia@rbeverett.com
Entity Billing Contact		Vendor Billing Contact	
Name	Gina Galicia	Name	Same as Representative
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.

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 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 (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

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), 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.

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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. N/A

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

N/A

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
	\$
N/A	\$
	\$
	\$
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

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	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		

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	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

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	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; (4) Establishing delivery schedules, where the requirement permits, which	2 CFR 200.321	Contractor RFP/IFB Contractor RFQ Subrecipients

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	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

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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 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

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Exhibit D – Insurance Certificate

To be inserted

FURNISHED ON RECEIPT OF ORDER

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Exhibit E – Bid, Performance, and Payment Bonds

To be inserted

NOT REQUIRED

Exhibit F – Eligibility Verification (SAM.gov)

Vendor to provide a dated printout of their active status without exclusions from SAM.gov website

SEE ATTACHED.



Important Reps and Certs Update [Show Details](#)
Jul 18, 2024



[See All Alerts](#)

Entity Validation Processing [Show Details](#)
Jul 16, 2024



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[Entity Workspace](#)

[Get Started](#)

Show Workspace For
Non-Federal Entities

Non-Federal Entities

BioPreferred Reporting

Service Contract Reporting

Filter By

Keyword



Entity



Status



Expiration Date



FSD Number



Address Update



[Reset](#)

R.B. EVERETT & COMPANY

Active Registration



Unique Entity ID:
WYKUXS3MAUK7

Doing Business As:
(blank)

Purpose of Registration:
All Awards

Expiration
Date

Jun 25, 2025

CAGE/NCAGE:
3K387

Physical Address:
8211 RED BLUFF RD
PASADENA, TX 77507-
1039 USA



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[External Resources](#)

[Contact](#)

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

FURNISHED ON RECEIPT OF ORDER

Boards and Commissions Terms for Reappointment

- Mayor Appointments
 - Ordinance Review - VACANT
- District A Appointments
 - Board of Adjustment – Alexa Cross **Up for appointment**
 - Building Standards Commission (Alternate) - VACANT
 - Ordinance Review – VACANT
 - Planning & Zoning - VACANT
- District B Appointments
 - Building Standards – Kaleb Smith** Moved away as of February 2025
 - Economic Development Corporation – VACANT (B. Hocking stepped down)
 - KLMBC (Alternate) - VACANT
 - Ordinance Review - VACANT
- District C Appointments
 - Board of Adjustments – Ariel Nixon Guillory **Up for appointment**
 - Building Standards – Maggie Manuel ** Up for appointment**
 - Cemetery – Joel Camacho **Up for appointment**
 - Planning & Zoning – Greg Cornett **Up for appointment**
 - Ordinance Review - VACANT
- District D Appointments
 - Planning & Zoning – Alan Waters** (passed away February 2025)

APPLICATIONS ON FILE

- Board of Adjustments
- Building Standards
 - Scott Moon
 - William Fossier Jr
 - Rashun Fontenot
 - Kathy Kidd
 - Marima Gutierrez (Secondary)
 - Abril Rubio (Secondary)
- Charter Review
 - Terry Taylor
- Civil Service
 - Larinda Essary
 - Shawntale Woodland (Secondary)
 - William Fossier Jr. (Secondary)
 - Rashad Davis (Secondary)
 - Carla Jefferson (Secondary)
- Cemetery
 - Terry Taylor
 - Michael Pruden (Secondary)
- Economic Development
 - Stephanie Gordon
 - Rashad Davis
 - Jeremy Silva
 - Toriana Johnson
 - Tykisha Murphy
 - Kelley Woods
 - Marima Gutierrez
 - Greg Cornett
 - Ikeysha Lewis
 - Philip Sukal
 - Jamie Ray Loftis **Currently on Public Safety Building Committee
 - Sade Williams (Secondary)
 - Kathy Kidd (Secondary)
 - Scott Moon (Secondary)
 - Rashun Fontenot (Secondary)
 - Heather McMillian (Secondary)

- Jared Williams (Secondary)
- Keep La Marque Beautiful
 - Cathy Wall
 - Rashun Fontenot
 - Abril Rubio
 - Sade Williams
 - Larinda Essary (Secondary)
 - Kimberly Phillips (Secondary)
 - Ikeysha Lewis (Secondary)
 - Ronald Caraway (Secondary)
 - Michael Porter (Secondary)
- Parks
 - Michael Pruden
 - Allen Honish
 - Rashun Fontenot (Secondary)
 - Cathy Wall (Secondary)
 - Jamie Ray Loftis (Secondary) ** Currently on Public Safety Building Committee
- Planning & Zoning
 - Heather McMillian
 - Carla Jefferson
 - Jared Williams
 - Michael Porter
 - Allen Honish (Secondary)
 - Toriana Johnson (Secondary)
 - Tykisha Murphy (Secondary)
 - Stephanie Gordon (Secondary)
 - Jeremy Silva (Secondary)
 - Terry Taylor (Secondary)
 - Greg Cornett (Secondary)
 - Philip Sukal (Secondary)



CITY COUNCIL AGENDA FORM

Meeting Date: March 24, 2025

Prepared by: Kasey Lott

Department: Police

Agenda Item: 8.I.

Reviewed by: _____

AGENDA ITEM DESCRIPTION:

Entering into a Memorandum of Understanding with Hitchcock Special Response Team - *Police*

STAFF BRIEFING:

This is an annual renewal of the SRT Agreement for an MOU to support the surrounding cities, specifically Hitchcock and Santa Fe in their special response efforts.

HISTORY:

03.05.2025 - Request from Chief Aragon to have this placed on the agenda

03.12.2025 -Received MOUs and Resolutions from Legal

FISCAL IMPACT:

Unknown

MUTUAL AID LAW ENFORCEMENT AGREEMENT

THE STATE OF TEXAS

§

COUNTY OF GALVESTON

§

THIS AGREEMENT is made and entered into by and between the City of La Marque, Texas and the City of Hitchcock, Texas and includes any city or other government or law enforcement agency which shall hereafter by and through their respective Mayors or other duly authorized officials enter into this agreement:

WITNESSETH:

WHEREAS, Chapter 362, sec 362.001 et seq, Texas Local Government Code, authorizes a county or municipality by resolution of its governing body to enter into an agreement with any neighboring municipality or contiguous county for the formation of a mutual aid law enforcement task force to cooperate in the investigation of criminal activity and enforcement of laws of this state; and

WHEREAS, the Cities of La Marque, Texas and the City of Hitchcock, Texas and other cities and agencies which may hereafter become parties hereto, desire to form a mutual aid law enforcement task force wherein the specialized equipment, facilities and trained personnel of their respective police departments or law enforcement agencies are available to each other as requested and required; additionally a joint tactical or SRT (Special Response Team) unit shall be created under this Agreement.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That in consideration of the mutual covenants, agreements and benefits to the parties, it is AGREED as follows:

Article I

During the term of this Agreement, the parties agree to provide upon request of one party (requesting party) to the other (providing party) such law enforcement personnel, including available equipment and facilities, as may be requested for the

investigation or suppression of crime within the jurisdictional area of the requesting party; provided that the personnel, equipment, and facilities requested are not otherwise required by the providing party as determined by the Chief Law Enforcement Officer of the providing agency, or designee. Requests for mutual aid made pursuant to this Agreement shall be made by and to the respective Chief Law Enforcement Officer or their designated representatives.

Article II

While any peace officer regularly employed by the providing party is in the service of a requesting party pursuant to this agreement, he shall be under the command of the requesting party's law enforcement officer who is in charge, and said peace officer shall have all powers of a regular police officer of the requesting party as though he were within the jurisdiction where he is regularly employed; and this qualification for the office with the providing party shall constitute his qualification for the office with the requesting party; and no other oath, bond or compensation need be made.

In the performance of work or services hereunder, each peace officer is deemed solely as an employee of his hiring agency, which shall assume sole and exclusive responsibility for the payment of wages and other applicable compensation to the employee for services performed under this Agreement.

Article III

A peace officer employed by a providing party covered by this agreement may make arrests outside the jurisdiction in which he is employed, but within the area covered by the agreement; provided, however, that the law enforcement agency within the requesting jurisdiction shall be notified of such arrest without delay. The notified agency shall make available the notice of such arrest in the same manner as if said arrest were made by a member of the law enforcement agency of said requesting jurisdiction.

Article IV

Peace Officers employed by the parties to this Agreement shall have such investigative and other law enforcement authority in the jurisdictions that are encompassed by this agreement as is reasonable and proper to accomplish the purpose for which a request for mutual aid assistance is made.

Article V

The Special Response Team is hereby created pursuant to this agreement as an emergency response team comprised of Peace Officers from the agencies that are parties to this agreement. The command structure of the team will be defined and agreed to by the Chief of each agency represented under this agreement within the operational policies established for the team. In appointing personnel to the Special Response Team, each agency represented by this Agreement shall be subject to the foregoing articles and further subject to the following specific criteria:

- (a) Each party to this Agreement shall use the same selection, training, uniform, fitness, and firearms standards to ensure the availability of not less than two (2) Officers, specifically trained in responses to and management of critical incidents involving substantial risk of death or serious injury to persons.
- (b) Each party to this agreement shall provide not less than sixteen (16) hours monthly of duty time for the joint training of Peace Officers from both cities.
- (c) Each city shall also designate a peace officer to coordinate its participation in both training and call out incidents.

ARTICLE VI

All Peace Officers designated by each city as qualified to be appointed to the Special Response Team shall meet the following criteria as minimum: not less than one (1) year of full time service; demonstrated ability to meet or surpass the fitness

requirements established for team members; successful completion of a minimum forty (40) hour SWAT school in special tactics; and a minimum of ninety percent (90%) acceptable score on the firearms qualification course established for these officers. Further, officers assigned by each city are subject to reassignment from the response team at the discretion of the employing agency or command staff of the team.

Article VII

The Chief Law Enforcement Officer of the requesting agency or designee shall be the final authority in deciding whether deadly force is required to bring a critical incident to an end; provided, however, that this authority shall not limit the authority of a peace officer, confronted with an immediate threat and no alternative, to use such force as may be required to preserve his life or the life of another. To the maximum feasible extent, time and negotiation shall be used to bring a critical incident to a close without loss of life or injury.

Article VIII

To the extent allowed by law, each party agrees to indemnify the remaining parties against all demands, suits, actions, legal or administrative proceedings, claims, damages and reasonable attorney's fees relating to the performance of this agreement and arising directly or indirectly from those matters to which is finally adjudged that that party is solely guilty of negligence or misconduct.

Article IX

The term of this Agreement shall commence on the date the last party signs this Agreement and shall continue for one year. This agreement will automatically renew annually unless a party to this agreement provided thirty days written notice

of its intent to terminate or withdraw from this agreement to the remaining parties in the agreement.

Article X

The parties shall observe and comply with all Federal, State, County, and City laws, rules, ordinances, and regulations in any manner affecting the conduct of services herein provided and performance of all obligations undertaken by this agreement.

Article XI

The parties agree that any other law enforcement agency acting by and through its duly constituted governing body may become a party to this agreement by executing an appropriate amendment to this agreement signifying its agreement to all of the terms and provisions hereof, executed by all of the existing parties hereto.

CITY OF LA MARQUE, TEXAS

By:_____

Its:_____

ATTEST:

Kierra Nance, City Clerk

Date:_____

CITY OF HITCHCOCK, TEXAS

By: _____

Its: _____

ATTEST:

Debbie Nesbitt, City Secretary

Date: _____

RESOLUTION NO. R-2025-00[]

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS,
AUTHORIZING PARTICIPATION IN A MUTUAL AID LAW ENFORCEMENT TASK FORCE
WITH THE CITY OF HITCHCOCK, TEXAS**

**WHEREAS, THE CITY COUNCIL OF THE CITY OF LA MARQUE TEXAS BELIEVES IT IS
NECESSARY TO JOIN A MUTUAL AID LAW ENFORCEMENT TASK FORCE FOR COOPERATION
IN CRIMINAL INVESTIGATIONS AND LAW ENFORCEMENT.**

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

- 1. The Recitals set forth herein are adopted by the City Council of the City
of La Marque, Texas.**
- 2. The Interim City Manager or his designee is authorized to sign the Mutual
Aid Law Enforcement Agreement attached to this Resolution as Exhibit 1.**
- 3. Upon signature of the attached Mutual Aid Law Enforcement Agreement,
the Interim City Manager or his designee is authorized to deliver a copy of this
Resolution and signed Mutual Aid Law Enforcement Agreement to the City of Hitchcock,
Texas.**

PASSED AND APPROVED this ____ day of ____ 2025.

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: March 24, 2025

Prepared by: Kasey Lott

Department: Police

Agenda Item: 8.II.

Reviewed by: _____

AGENDA ITEM DESCRIPTION:

Entering into a Memorandum of Understanding with Santa Fe Special Response Team - *Police*

STAFF BRIEFING:

This is an annual renewal of the SRT Agreement for an MOU to support the surrounding cities, specifically Hitchcock and Santa Fe in their special response efforts.

HISTORY:

03.05.2025 - Request from Chief Aragon to have this placed on the agenda

03.12.2025 - Received MOU and Resolution from Legal

FISCAL IMPACT:

Unknown

RESOLUTION NO. R-2025-00[]

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS,
AUTHORIZING PARTICIPATION IN A MUTUAL AID LAW ENFORCEMENT TASK FORCE
WITH THE CITY OF SANTA FE, TEXAS**

**WHEREAS, THE CITY COUNCIL OF THE CITY OF LA MARQUE TEXAS BELIEVES IT IS
NECESSARY TO JOIN A MULTUAL AID LAW ENFORCEMENT TASK FORCE FOR COOPERATION
IN CRIMINAL INVESTIGATIONS AND LAW ENFORCEMENT.**

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- 2. The Interim City Manager or his designee is authorized to sign the Mutual
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- 3. Upon signature of the attached Mutual Aid Law Enforcement Agreement,
the Interim City Manager or his designee is authorized to deliver a copy of this
Resolution and signed Mutual Aid Law Enforcement Agreement to the City of Santa Fe,
Texas.**

PASSED AND APPROVED this ____ day of ____ 2025.

CITY OF LA MARQUE, TEXAS

Keith Bell, Mayor

ATTEST:

Kierra Nance, TRMC, City Clerk

APPROVED AS TO FORM:

Gus Knebel, Consulting City Attorney

MUTUAL AID LAW ENFORCEMENT AGREEMENT

THE STATE OF TEXAS

§

COUNTY OF GALVESTON

§

THIS AGREEMENT is made and entered into by and between the City of La Marque, Texas and the City of Santa Fe, Texas and includes any city or other government or law enforcement agency which shall hereafter by and through their respective Mayors or other duly authorized officials enter into this agreement:

WITNESSETH:

WHEREAS, Chapter 362, sec 362.001 et seq, Texas Local Government Code, authorizes a county or municipality by resolution of its governing body to enter into an agreement with any neighboring municipality or contiguous county for the formation of a mutual aid law enforcement task force to cooperate in the investigation of criminal activity and enforcement of laws of this state; and

WHEREAS, the Cities of La Marque, Texas and Santa Fe, Texas and other cities and agencies which may hereafter become parties hereto, desire to form a mutual aid law enforcement task force wherein the specialized equipment, facilities and trained personnel of their respective police departments or law enforcement agencies are available to each other as requested and required; additionally a joint tactical or SRT (Special Response Team) unit shall be created under this Agreement.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That in consideration of the mutual covenants, agreements and benefits to the parties, it is AGREED as follows:

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investigation or suppression of crime within the jurisdictional area of the requesting party; provided that the personnel, equipment, and facilities requested are not otherwise required by the providing party as determined by the Chief Law Enforcement Officer of the providing agency, or designee. Requests for mutual aid made pursuant to this Agreement shall be made by and to the respective Chief Law Enforcement Officer or their designated representatives.

Article II

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In the performance of work or services hereunder, each peace officer is deemed solely as an employee of his hiring agency, which shall assume sole and exclusive responsibility for the payment of wages and other applicable compensation to the employee for services performed under this Agreement.

Article III

A peace officer employed by a providing party covered by this agreement may make arrests outside the jurisdiction in which he is employed, but within the area covered by the agreement; provided, however, that the law enforcement agency within the requesting jurisdiction shall be notified of such arrest without delay. The notified agency shall make available the notice of such arrest in the same manner as if said arrest were made by a member of the law enforcement agency of said requesting jurisdiction.

Article IV

Peace Officers employed by the parties to this Agreement shall have such investigative and other law enforcement authority in the jurisdictions that are encompassed by this agreement as is reasonable and proper to accomplish the purpose for which a request for mutual aid assistance is made.

Article V

The Special Response Team is hereby created pursuant to this agreement as an emergency response team comprised of Peace Officers from the agencies that are parties to this agreement. The command structure of the team will be defined and agreed to by the Chief of each agency represented under this agreement within the operational policies established for the team. In appointing personnel to the Special Response Team, each agency represented by this Agreement shall be subject to the foregoing articles and further subject to the following specific criteria:

- (a) Each party to this Agreement shall use the same selection, training, uniform, fitness, and firearms standards to ensure the availability of not less than two (2) Officers, specifically trained in responses to and management of critical incidents involving substantial risk of death or serious injury to persons.
- (b) Each party to this agreement shall provide not less than sixteen (16) hours monthly of duty time for the joint training of Peace Officers from both cities.
- (c) Each city shall also designate a peace officer to coordinate its participation in both training and call out incidents.

ARTICLE VI

All Peace Officers designated by each city as qualified to be appointed to the Special Response Team shall meet the following criteria as minimum: not less than one (1) year of full time service; demonstrated ability to meet or surpass the fitness requirements established for team members; successful completion of a minimum

forty (40) hour SWAT school in special tactics; and a minimum of ninety percent (90%) acceptable score on the firearms qualification course established for these officers. Further, officers assigned by each city are subject to reassignment from the response team at the discretion of the employing agency or command staff of the team.

Article VII

The Chief Law Enforcement Officer of the requesting agency or designee shall be the final authority in deciding whether deadly force is required to bring a critical incident to an end; provided, however, that this authority shall not limit the authority of a peace officer, confronted with an immediate threat and no alternative, to use such force as may be required to preserve his life or the life of another. To the maximum feasible extent, time and negotiation shall be used to bring a critical incident to a close without loss of life or injury.

Article VIII

To the extent allowed by law, each party agrees to indemnify the remaining parties against all demands, suits, actions, legal or administrative proceedings, claims, damages and reasonable attorney's fees relating to the performance of this agreement and arising directly or indirectly from those matters to which is finally adjudged that that party is solely guilty of negligence or misconduct.

Article IX

The term of this Agreement shall commence on the date the last party signs this Agreement and shall continue for one year. This agreement will automatically renew annually unless a party to this agreement provided thirty days written notice of its intent to terminate or withdraw from this agreement to the remaining parties in the agreement.

Article X

The parties shall observe and comply with all Federal, State, County, and City laws, rules, ordinances, and regulations in any manner affecting the conduct of services herein provided and performance of all obligations undertaken by this agreement.

Article XI

The parties agree that any other law enforcement agency acting by and through its duly constituted governing body may become a party to this agreement by executing an appropriate amendment to this agreement signifying its agreement to all of the terms and provisions hereof, executed by all of the existing parties hereto.

CITY OF LA MARQUE, TEXAS

By: _____

Its: _____

ATTEST:

Kierra Nance, City Clerk

Date: _____

CITY OF SANTA FE, TEXAS

By: _____

Its: _____

ATTEST:

Natalie Arnett, City Secretary

Date: _____



CITY COUNCIL AGENDA FORM

Meeting Date: March 24, 2025

Prepared by: Kasey Lott

Department: City Clerk

Agenda Item: 8.III.

Reviewed by: Kierra Nance

AGENDA ITEM DESCRIPTION:

Suspending the proposal by CenterPoint Energy Resources Corp., D/B/A CenterPoint Energy to implement interim GRIP rate adjustments for gas utility investment in 2024 - *Legal*

STAFF BRIEFING:

A resolution by the city of La Marque, Texas suspending the April 19, 2025, effective date of the proposal by CenterPoint energy resources corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas – Houston, Texas coast, South Texas, and Beaumont/East Texas geographic rate areas, to implement interim grip rate adjustments for gas utility investment in 2024 and requiring delivery of this resolution to the company and legal counsel.

HISTORY:

3.12.2025 - request by Legal to place on agenda

FISCAL IMPACT:

Unknown

RESOLUTION NO. _____

A RESOLUTION BY THE CITY OF LA MARQUE, TEXAS SUSPENDING THE APRIL 19, 2025 EFFECTIVE DATE OF THE PROPOSAL BY CENTERPOINT ENERGY RESOURCES CORP., D/B/A CENTERPOINT ENERGY ENTEx AND CENTERPOINT ENERGY TEXAS GAS – HOUSTON, TEXAS COAST, SOUTH TEXAS, AND BEAUMONT/EAST TEXAS GEOGRAPHIC RATE AREAS, TO IMPLEMENT INTERIM GRIP RATE ADJUSTMENTS FOR GAS UTILITY INVESTMENT IN 2024 AND REQUIRING DELIVERY OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.

WHEREAS, the City of La Marque, Texas (“City”) is a gas utility customer of CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas – Houston, Texas Coast, South Texas, and Beaumont/East Texas geographic rate areas (CenterPoint or Company) and is a regulatory authority with an interest in the rates and charges of CenterPoint; and

WHEREAS, CenterPoint made filings with the City and the Railroad Commission of Texas (“Railroad Commission”) on February 18, 2025, proposing to implement interim rate adjustments (“GRIP Rate Increases”) pursuant to Texas Utilities Code § 104.301 on all customers served by CenterPoint, effective April 19, 2025; and

WHEREAS, it is incumbent upon the City, as a regulatory authority, to examine the GRIP Rate Increases to determine its compliance with the Texas Utilities Code.

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

1. The April 19, 2025 effective date of the GRIP Rate Increases proposed by CenterPoint is hereby suspended for the maximum period allowed by Texas Utilities Code § 104.301(a) to permit adequate time to review the proposed increases, analyze all necessary information, and take appropriate action related to the proposed increases.

2. A copy of this Resolution shall be sent to CenterPoint, care of Keith L. Wall at 1111 Louisiana Street, CNP Tower 19th Floor, Houston, Texas 77002, and to Jamie Mauldin, legal counsel to the City, at Lloyd Gosselink, 816 Congress Ave., Suite 1900, Austin, Texas 78701.

Signed this _____ day of _____, 2025.

Keith Bell, Mayor

ATTEST:

Kierra Nance, TRMS
City Clerk



CITY COUNCIL AGENDA FORM

Meeting Date: March 24, 2025

Prepared by: Mikala Halbrook

Department: Administration

Agenda Item: 8.IV.

Reviewed by: _____

AGENDA ITEM DESCRIPTION:

Authorizing the City Manager upon final approval of the City Attorney to sign a contract with NeoGov, in the amount of \$378,637.00 for the provision of human resources and payroll software - *Human Resources*

STAFF BRIEFING:

The Administration Department put out a bid for HRIS/Payroll Software with the plan to use ARPA funding. This contract outlines the scope of work for the implementation, integration, installation, training, and warranty support for the NeoGov Software Suite to be used by the City of La Marque for at least the next three years. This project aims to enhance onboarding through a completely paperless process as well as improving payroll and time & attendance processes.

HISTORY:

At the December 9th Council Meeting, a Memorandum of Understanding was approved, allocating \$1,395,937.42 from ARPA funds to the Administration Department. On January 27th, the Council approved the implementation of the OpenGov Software Suite, which integrates with NeoGov, a direct partner of the system. Following this approval, \$674,756.59 remains allocated for HRIS/Payroll, utility software upgrades, and budget software. These systems will be able to work together to optimize staff time without having to switch between multiple softwares. Since OpenGov does not include a payroll system, additional software is required to ensure seamless business operations.

FISCAL IMPACT:

\$378,637.00 - ARPA Funds



SERVICES AGREEMENT

V011025

You agree that by placing an order through a NEOGOV standard ordering document such as an "Order Form", "Service Order," "Ordering Document," "SOW" or other document mutually agreed by the parties detailing the services, pricing and subscription term (each, an "Order Form" for purposes of this Agreement), you agree to follow and be bound by the terms and conditions set forth herein. "Governmentjobs.com", "NEOGOV", "we", and "our" means Governmentjobs.com, Inc. (D/B/A/ NEOGOV), for and on behalf of itself and its subsidiaries PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, "NEOGOV" and, where applicable, its other affiliates; "Customer", "you", "your" means the NEOGOV client, customer, and/or the subscriber identified in the Order Form).

"Services Agreement" or the "Agreement" shall be used to collectively refer to this NEOGOV Services Agreement, documents incorporated herein including the applicable Order Form, each Addendum (as applicable), and Special Conditions (if any). "Addendum" means each Addendum set forth either as an Exhibit hereto or otherwise made available at <https://www.neogov.com/service-specifications> (the "NEOGOV Site") and, as applicable, made a part of this Agreement. "Special Conditions" means individually negotiated variations, amendments and/or additions to this Service Agreement of which are either drafted, or incorporated by reference, into the Order Form.

1. Provision of Services. Subject to the terms of this Agreement NEOGOV hereby agrees to provide Customer with access to its SaaS Applications and Professional Services (each defined below) included or ordered by Customer in the applicable Order Form (collectively referred to as the "Services"). In addition, to the extent NEOGOV provides Customer with access to additional NEOGOV software in order to access Customer Data (as defined below) or otherwise enhance product implementation or functionality, Customer's use of such software will be deemed to be part of the Services and the terms and conditions of this Agreement shall apply. Customer hereby acknowledges and agrees that NEOGOV's provision and performance of, and Customer's access to, the Services is dependent and conditioned upon Customer's full performance of its duties, obligations and responsibilities hereunder. This Agreement entered into as of the earlier of: (i) date of your signature on an applicable Order Form; or (ii) use of the Services commences (the "Effective Date"). The Agreement supersedes any prior and contemporaneous discussions, agreements or representations and warranties.
2. SaaS Subscription.
 - a) Subscription Grant. "SaaS Applications" means each proprietary NEOGOV web-based software-as-a-service application that may be set forth on an Order Form and subsequently made available by NEOGOV to Customer, and associated components as described in any written service specifications made available to Customer by NEOGOV (the "Service Specifications"). Subject to and conditioned on Customer's and its Authorized Users' compliance with the terms and conditions of this Agreement, NEOGOV hereby grants to Customer a limited, non-exclusive, non-transferable, and non-sublicensable right to (i) onboard, access and use, and to permit Authorized Users to onboard, access and use, the SaaS Applications specified in the Order Form solely for Customer's internal, non-commercial purposes; (ii) generate, print, and download Customer Data as may result from any access to or use of the SaaS Applications; and (iii) train Authorized Users in uses of the SaaS Applications permitted hereunder (these rights shall collectively be referred to as the "SaaS Subscription"). "Authorized Users" means (1) Customer employees, agents, contractors, consultants ("Personnel") who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Services Agreement and (2) for whom access to the Services has been purchased hereunder. You shall not exceed the usage limits (if any) as detailed in the user tier in the applicable Order Form. You may not access the SaaS Applications if you are a direct competitor of NEOGOV or its affiliates. In addition, you may not access the SaaS Applications for purposes of monitoring their availability, performance, or functionality, or for any other benchmarking or competitive purposes. You shall be responsible for each Authorized User's access to and use of the SaaS Applications and compliance with applicable terms and conditions of this Agreement.
 - b) Subscription Term. Unless otherwise specified in an applicable Order Form, SaaS Subscriptions shall commence on the Effective Date and remain in effect for twelve (12) consecutive months, unless terminated earlier in accordance with this Agreement (the "Initial Term"). Thereafter, SaaS Subscriptions shall automatically renew for successive twelve (12) month terms (each a "Renewal Term" and together with the Initial Term, collectively, the "Term") unless a party delivers to the other party, at least thirty (30) days prior to the expiration of the Initial Term or the applicable Renewal Term, written notice of such party's intention to not renew the SaaS Subscriptions, or unless terminated earlier in accordance with this Agreement. The Term for the Services is a continuous and non-divisible commitment for the full duration regardless of any invoice schedule. The purchase of any Service is separate from any other order for any other Service. Customer may purchase certain Services independently of other Services. Your obligation to pay for any Service is not contingent on performance of any other Service or delivery of any other Service.

3. Customer Responsibilities.

- a) Managing the Subscription. Customer may use the Service in a manner consistent with the terms of this Agreement. Customer will provide NEOGOV all information needed to process the Order Form to activate the subscription and provision the Service to the Customer.
- b) Managing Authorized Users. Customer is responsible for managing the Authorized Users on its account on the Service.
 - i) Invitations and Permissions. Customer is responsible for determining which persons to invite to join the Customer's account on the Service and for all actions by Authorized Users on Customer's account on the Service. Customer is solely in control of the individual permissions on the Customer's account.
 - ii) Customer Obligations. Customer must: (A) obtain any rights, permissions, or consents that are necessary for the Authorized User's lawful use of Customer Data and the operation of the Service; (B) ensure that the transfer and processing of Customer Data under the Agreement is lawful; and (C) respond to and resolve any dispute with an Authorized User relating to or based on Customer Data, the Service, or Customer's failure to fulfill its obligations under the Agreement or applicable law. Customer will not, and will ensure its Authorized Users do not (a) make any of the Services available to anyone other than Authorized Users or use any Services for the benefit of anyone other than Customer and its Authorized Users, unless otherwise agreed in writing by the parties, (b) sell, resell, license, sublicense, distribute, make available, rent or lease any of the Services, or include any of the Services in a service bureau or outsourcing offering, unless otherwise agreed in writing by the parties, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of the privacy rights, publicity rights, copyright rights, or other rights of any person or entity, (d) use the Services to store or transmit code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses, (e) interfere with or disrupt the integrity or performance of the Services (including, without limitation, activities such as security penetration tests, stress tests, and spamming activity), (f) attempt to gain unauthorized access to the Services or its related systems or networks, (g) disassemble, reverse engineer, or decompile the Services, or modify, copy, or create derivative works based on the Services or any part, feature, function or user interface thereof, (h) remove the copyright, trademark, or any other proprietary rights or notices included within NEOGOV Intellectual Property and on and in any documentation or training materials, or (i) use the Services in a manner which violates the terms of this Agreement, any Order Form or any applicable laws.

4. Professional Services. "Professional Services" shall mean professional services purchased by Customer as detailed in an applicable Order Form or NEOGOV Scope of Work (SOW) describing the work to be performed, fees, and any applicable milestones, dependencies, and other technical specifications or related information. Professional Services include training, set-up, implementation, and best practices of and concerning the SaaS Applications. Professional Services are subject to the terms of the Professional Services Addendum made available on the NEOGOV Site and made a part hereof and may be subject to additional terms pursuant to an SOW and Service Specifications describing, if applicable, the work to be performed, fees, and any applicable milestones, dependencies, and other technical specifications or related information. Order Forms or SOWs must be signed by Customer before NEOGOV shall commence work. If Customer executes a separate SOW, this Agreement and documents incorporated herein (including but not limited to the Professional Services Addendum) shall control in the event of a conflict with the terms of the SOW.

5. Payment Terms.

- a) Fees. Customer shall pay all Subscription, Onboarding and Set-Up fees ("Subscription Fees") and Professional Service fees ("Professional Service Fees", collectively the "Fees") as set forth in an Order Form within thirty (30) days of the date of NEOGOV's invoice. Fees shall be invoiced annually in advance and in a single invoice for each Term. Unless explicitly stated otherwise in an Order Form, all payments due under an Order Form are expressed in and shall be paid in U.S. dollars. Invoices shall be delivered to the stated "Bill To" party on the Order Form. Unless explicitly provided otherwise, once placed the Order Form is non-cancellable and sums paid nonrefundable. Any invoiced amount that is not received by NEOGOV when due as set forth in an Order Form will be subject to a late payment fee of 1.5% per month or the maximum rate permitted by law, whichever is lower. If any amount owing by Customer is more than 30 days overdue, NEOGOV may, without limiting its other rights and remedies, suspend the Services until such amounts are paid in full. If Subscription Fees are based upon the Authorized User or employee count as may be specified in an Order Form, Customer shall owe NEOGOV supplemental Subscription Fees to the extent Customer exceeds the number of Authorized Users or employees set forth in the Order Form. Except as otherwise specifically stated in the Order Form, NEOGOV may change the charges for the Services with effect from the start of each Renewal Term by providing Customer with new pricing at least thirty (30) day notice prior to commencement of a Renewal Term. The new pricing shall be deemed to be effective if Customer (a) returns an executed Order Form to NEOGOV, (b) remits payment to NEOGOV of the fees set forth in the invoice referencing the new pricing, or (c) the Customer or any of its Authorized Users access or use the Services after the expiration of the previous Term.

- b) Taxes. Customer will pay all taxes, duties and levies imposed by all federal, state, and local authorities (including, without limitation, export, sales, use, excise, and value-added taxes) based on the transactions or payments under this Agreement, except those taxes imposed or based on NEOGOV's net income or those exempt by applicable state law. Customer shall provide NEOGOV with a certificate or other evidence of such exemption within ten (10) days after the Effective Date of this Agreement and thereafter upon NEOGOV's request therefor.
 - c) Purchase Orders. Any reference to a purchase order in an Order Form or any associated invoice is solely for Customer's convenience in record keeping, and no such reference or any delivery of services to Customer following receipt of any purchase order shall be deemed an acknowledgement of or an agreement to any terms or conditions referenced or included in any such purchase order. If a purchase order is delivered by Customer in connection with the purchase of Services, none of the terms and conditions contained in such purchase order shall have any effect or modify or supersede the terms and conditions of this Agreement. NEOGOV's failure to object to terms contained in any such purchase order shall not be a waiver of the terms set forth in this provision or in this Agreement.
6. Term and Termination.
- a) Term. This Agreement shall commence on the Effective Date and shall remain in effect until all SaaS Subscriptions have expired and/or both parties have achieved full performance of Professional Services, unless it is terminated earlier in accordance with this Agreement.
 - b) Termination for Cause; Effect of Termination. Either Party may terminate this Agreement immediately if the other is in material breach of this Agreement and such breach is not cured within thirty (30) days following non-breaching party's written specification of the breach. NEOGOV may suspend the Services or terminate this Agreement immediately in the event the Services or Customer's use of the Services provided hereunder pose a security risk to the Services, NEOGOV or any third party, or become illegal or contrary to any applicable law, rule, regulation, or public policy. Upon expiration or any termination of this Agreement, Customer shall cease all use and refrain from all further use of the Services and other NEOGOV Intellectual Property. Additionally, Customer shall be obligated to pay, as of the effective date of such expiration or termination, all amounts due and unpaid to NEOGOV under this Agreement. Unless otherwise specified, following 90 days after expiration or termination of the Agreement NEOGOV may remove Customer Data from NEOGOV Services and without Customer consent or notice.
7. Audit Rights. Upon reasonable notice, NEOGOV or its agent shall have the right to audit Customer's records relating to its compliance with this Agreement. Customer shall cooperate fully with this audit. If any audit conducted under this Section indicates that any amount due to NEOGOV was underpaid, Customer shall within thirty (30) business days pay to NEOGOV the amount due.
8. Maintenance; Modifications; Support Services.
- a) Maintenance, Updates, Upgrades. NEOGOV maintains NEOGOV's hardware and software infrastructure for the Services and is responsible for maintaining the NEOGOV server operation and NEOGOV database security. NEOGOV may in its sole discretion, periodically modify, Update, and Upgrade the features, components, and functionality of the Services during the Term. "Update" means any update, bug fix, patch or correction of the Services or underlying NEOGOV software that NEOGOV makes generally available to its customers of the same module, excluding Upgrades. Updates are automatic and available upon Customer's next login to the Services following an Update at no additional cost to Customer. "Upgrade" means any update of the Services or underlying NEOGOV software such as platform updates, and major product enhancements and/or new features that NEOGOV makes commercially available. NEOGOV shall have no obligation to provide Upgrades to customers and retains the right to offer Upgrades free of cost or on a per customer basis at additional cost. NEOGOV shall have no liability for, or any obligations to, investments in, or modifications to Customer's hardware, systems or other software which may be necessary to use or access the Services due to a modification, Update, or Upgrade of the Services.
 - b) Program Documentation; Training Materials. "Program Documentation" shall mean all user guides, training, and implementation material, and Service descriptions provided by NEOGOV to Customer in connection with the Services. NEOGOV hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use, print, and distribute internally via non-public platforms, the Program Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Services. Primary training of NEOGOV Services is conducted by self-review of online materials. NEOGOV's pre-built, online training consists of a series of tutorials to introduce the standard features and functions (the "Training Materials"). The Training Materials may be used as reference material by Customer Personnel conducting day-to-day activities.

- c) Implementation. For Services requiring implementation, NEOGOV implementation supplements the Training Materials and is conducted off-site unless otherwise agreed in the Order Form. For an additional fee as detailed on an applicable Order Form, NEOGOV personnel will provide consultation on best practices for setting up the Services, answer Customer questions during the implementation period, and use commercially reasonable efforts to ensure Authorized User Admins grasp the system. The length of the implementation time is dependent on the type of Service and the Customer's responsiveness. NEOGOV is not responsible or liable for any delay or failure to perform implementation caused in whole or in part by Customer's delay in performing its obligations hereunder and, in the event of any such delay, NEOGOV may, in its sole discretion, extend all performance dates as NEOGOV deems reasonably necessary.
- d) Support. Phone support for the Services is available to Customer Monday through Friday, excluding NEOGOV holidays. Customer may submit a request for online support for the Services 24 hours a day, seven days a week, and the NEOGOV support desk will acknowledge receipt of the request within a reasonable time. The length of time for a resolution of any problem is dependent on the type of case.
- e) Limitations. Unless otherwise specified in the Order Form, this Agreement does not obligate NEOGOV to render any maintenance or support services that are not expressly provided herein, including, but not limited to data uploads, manual data entry, migration services, data conversion, refinement, purification, reformatting, SQL dump, or process consultation.

9. NEOGOV Intellectual Property Rights.

- a) NEOGOV shall exclusively own all right, title and interest in and to all pre-existing and future intellectual property developed or delivered by NEOGOV including all Services, products, systems, software (including any source code or object code) or Service Specifications related thereto, Updates or Upgrades, trademarks, service marks, logos and other distinctive brand features of NEOGOV and all proprietary rights embodied therein (collectively, the "NEOGOV Intellectual Property"). This Agreement does not convey or transfer title or ownership of the NEOGOV Intellectual Property to Customer or any of its users. All rights not expressly granted herein are reserved by NEOGOV. Other than recommendation use or as required by law, all use of NEOGOV trademarks must be pre-approved by NEOGOV prior to use. Trademarks shall include any word, name, symbol, color, designation or device, or any combination thereof that functions as a source identifier, including any trademark, trade dress, service mark, trade name, logo, design mark, or domain name, whether or not registered.
- b) Customer may, but is not obligated to, provide NEOGOV with suggestions, ideas, enhancement requests, or other feedback ("Feedback"). If Customer provides any such Feedback to NEOGOV, Customer hereby grants NEOGOV a nonexclusive, perpetual, irrevocable, royalty-free license to use all Feedback for any purpose. Feedback is provided to NEOGOV on an "as-is" basis without warranties of any kind.

10. Data Processing and Privacy.

- a) Customer Data. "Customer Data" shall mean all data that is owned or developed by Customer, whether provided to NEOGOV by Customer or provided by a third party to NEOGOV in connection with NEOGOV's provision of Services to Customer, including Personnel data collected, loaded into, or located in Customer data files maintained by NEOGOV. NEOGOV Intellectual Property, including but not limited to the Services and all derivative works thereof, NEOGOV Confidential Information, and Platform Data do not fall within the meaning of the term "Customer Data". Customer exclusively owns all right, title, and interest in and to all Customer Data. Customer grants NEOGOV a license to host, use, process, display, create non-personal derivative works of, and transmit Customer Data to provide the Services. NEOGOV reserves the right to delete or disable Customer Data stored, transmitted or published by Customer using the Services upon receipt of a bona fide notification that such content infringes upon the intellectual property rights of others, or if NEOGOV otherwise reasonably believes any such content is in violation of this Agreement.
- b) Platform Data. "Platform Data" shall mean any anonymized data reflecting the access to or use of the Services by or on behalf of Customer or any user, including statistical or other analysis and performance information related to the provision and operation of the Services including any end user visit, session, impression, clickthrough or click stream data, as well as log, device, transaction data, or other analysis, information, or data based on or derived from any of the foregoing. NEOGOV shall exclusively own all right, title and interest in and to all Platform Data. Customer acknowledges NEOGOV may compile Platform Data based on Customer Data input into the Services. Customer agrees that NEOGOV may use Platform Data to the extent and in the manner permitted under applicable law. Such anonymized data neither identifies Customer or its users, nor can Customer or any its users can be derived from such data.

- c) Data Processing Agreement. The parties agree that the terms of the NEOGOV Data Processing Addendum (“DPA”) made available on the NEOGOV Site is hereby incorporated herein by reference and made part of this Agreement and governs NEOGOV’s processing of Personal Data.
 - d) Data Responsibilities.
 - i) NEOGOV will maintain commercially reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of the Customer Data. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Customer Data by NEOGOV personnel except (a) to provide the Services and prevent or address service or technical problems, (b) as compelled by applicable law, or (c) as Customer expressly permits in writing. Customer acknowledges and agrees that it is commercially reasonable for NEOGOV to rely upon the security processes and measures utilized by NEOGOV’s cloud infrastructure providers.
 - ii) Customer is solely responsible for the development, content, operation, maintenance, and use of Customer Data, including but not limited to compliance with applicable laws. NEOGOV will have no responsibility or liability for the accuracy of the Customer Data prior to receipt of such data into the Services. Without limiting the foregoing, Customer shall be solely responsible for and shall comply with all applicable laws and regulations relating to (a) the accuracy and completeness of all information input, submitted, or uploaded to the Services, (b) the privacy of users of the Services, including, without limitation, providing appropriate notices to and obtaining appropriate consents from any individuals to whom Customer Data relates; and (c) the collection, use, modification, alteration, extraction, retention, copying, external storage, disclosure, transfer, disposal, and other processing of any Customer Data. NEOGOV is not responsible for lost data caused by the action or inaction of Customer or Authorized Users. Unless otherwise mutually agreed in writing, Customer shall not maintain any financial, health, payment card, or similarly sensitive data that imposes specific data security or data protection obligations within the Services. Customer shall provide and institute all appropriate tools and procedures required to ensure the security of its own information system and, more specifically, to prevent, detect and destroy the occurrence of any viruses.
 - e) Breach Notice. NEOGOV will notify Customer of unauthorized access to, or unauthorized use, loss or disclosure of Customer Data within its custody and control (a “Security Breach”) within 72 hours of NEOGOV’s confirmation of the nature and extent of the same or when required by applicable law, whichever is earlier. Each party will reasonably cooperate with the other with respect to the investigation and resolution of any Security Breach. If applicable law or Customer’s policies require notification of its Authorized Users or others of the Security Breach, Customer shall be responsible for such notification.
 - f) Data Export, Retention and Destruction. Customer may export or delete Customer Data from the Services at any time during a Subscription Term, using the existing features and functionality of the Services. Customer is solely responsible for its data retention obligations with respect to Customer Data. If and to the extent Customer cannot export or delete Customer Data stored on NEOGOV’s systems using the then existing features and functionality of the Services, NEOGOV will, upon Customer’s written request, make the Customer Data available for export by Customer or destroy the Customer Data. If Customer requires the Customer Data to be exported in a different format than provided by NEOGOV, such additional services will be subject to a separate agreement on a time and materials basis. Except as otherwise required by applicable law, NEOGOV will have no obligation to maintain or provide any Customer Data more than ninety (90) days after the expiration or termination of this Agreement. Customer acknowledges that it is solely responsible for determining any retention requirements with respect to the Customer Data as required by applicable law and NEOGOV disclaims all liability in connection with such determination. In addition, to the extent Customer requests that NEOGOV retain Customer Data beyond the expiration of the retention period required by applicable law, rule or regulation, NEOGOV disclaims all liability in connection with retaining such Customer Data including but not limited to any claims related to loss or destruction of such Customer Data.
11. Third Party Services. The Services may permit Customer and its Authorized Users to access services or content provided by third parties through the Services (“Third Party Services”). Customer agrees that NEOGOV is not the original source and shall not be liable for any inaccuracies contained in any content provided in any of the Third Party Services. NEOGOV makes no representations, warranties or guarantees with respect to the Third Party Services or any content contained therein. NEOGOV may discontinue access to any Third Party Services through the Services if the relevant agreement with the applicable third party no longer permits NEOGOV to provide such access. If loss of access to any Third Party Services (to which Customer has a subscription under this Agreement) occurs during a Subscription Term, NEOGOV will refund to Customer any prepaid fees for such Third Party Services covering the remainder of the Subscription Term.
12. Nondisclosure.

- a) Definition of Confidential Information. “Confidential Information” means all information disclosed by a party (“Disclosing Party”) to the other party (“Receiving Party”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Customer’s Confidential Information includes its Customer Data. NEOGOV Confidential Information includes the NEOGOV Intellectual Property and the Services. The Confidential Information of each party includes the business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (c) is received from a third party without breach of any obligation owed to the Disclosing Party, (d) was independently developed by the Receiving Party or (e) is Public Information as that term is defined by Chapter 552 of the Texas Government Code or any successor statute.
- b) Obligations. The Receiving Party will: (i) use the same degree of care it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care); (ii) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (iii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its employees and contractors who need access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not less protective of the Confidential Information than those herein.
- c) Exceptions. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party’s cost, if the Disclosing Party wishes to contest the disclosure.
- d) Equitable Relief. The parties recognize and agree there may be no adequate remedy at law for breach of the provisions of the confidentiality obligations set forth in this Section 12, that such a breach may irreparably harm the Disclosing Party and the Disclosing Party is entitled to seek equitable relief (including, without limitation, an injunction) with respect to any such breach or potential breach in addition to any other remedies available to it at law or in equity.

13. Representations, Warranties, and Disclaimers.

- a) Mutual Representations. Each party represents and warrants to the other party that (i) it has full power and authority under all relevant laws and regulations and is duly authorized to enter into this Agreement; and (ii) to its knowledge, the execution, delivery and performance of this Agreement by such party does not conflict with any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound, nor violate any law or regulation of any court, governmental body or administrative or other agency having jurisdiction over it.
- b) Additional Customer Representations and Warranties. Customer hereby represents and warrants to NEOGOV that: (1) Customer and Authorized Users have all necessary rights and authority to upload Customer Data to the Service without violating any third party’s proprietary or privacy rights, including intellectual property rights; (2) Customer Data does not contain any viruses, worms, Trojan horses, or other harmful or destructive code or content; and (3) Customer will use the Service in compliance with all laws, rules, regulations, and this Agreement.
- c) Service Performance Warranty. NEOGOV warrants that it provides the Services using a commercially reasonable level of care and skill and in a professional manner in accordance with generally recognized industry standards for similar services.
- d) No Other Warranty. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS WARRANTY SECTION, THE SERVICES AND ANY OTHER INFORMATION ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, AND CUSTOMER’S USE OF THE SERVICES IS AT ITS OWN RISK. NEOGOV DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NEOGOV DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE, OR THAT ANY ERROR WILL BE CORRECTED.
- e) Disclaimer of Actions Caused by and/or Under the Control of Third Parties. NEOGOV DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM THE NEOGOV SYSTEM AND OTHER PORTIONS OF THE

INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH NEOGOV WILL USE COMMERCIALY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, NEOGOV CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, NEOGOV DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS OR WITH RESPECT TO ANY THIRD PARTY SERVICES.

- f) No Medical Advice. Through certain Services, NEOGOV may make certain telehealth related information available to Customer and/or facilitate user access to telemedicine, expert medical services, and/or emergency medical services. NEOGOV is independent from healthcare providers who provide telemedicine services and is not responsible for such healthcare providers' acts, omissions or for any content or communications made by them. The Services do not provide medical advice and do not create a healthcare provider/patient relationship between Customer and NEOGOV or otherwise. Any Services, or content accessed from the Services, are for informational purposes only and do not constitute medical advice. Customer should seek professional medical advice, diagnosis, and/or treatment for any and all medical conditions, whether as a result of using Services or otherwise. NEOGOV IS NOT RESPONSIBLE OR LIABLE FOR ANY ADVICE, COURSE OF TREATMENT, DIAGNOSIS OR ANY OTHER TREATMENT OR INFORMATION THAT CUSTOMER OR ITS USERS MAY OBTAIN THROUGH THE USE OF THE SERVICES.

14. Indemnification.

- a) INTENTIONALLY DELETED.
- b) NEOGOV Indemnity. Subject to subsections 14(b)(i) through 14(b)(iii) and 14(c) of this Section, if a third party makes a claim against Customer that any NEOGOV intellectual property furnished by NEOGOV and used by Customer infringes a third party's intellectual property rights, NEOGOV will defend the Customer against the claim and indemnify the Customer from the damages and liabilities awarded by the court to the third-party claiming infringement or the settlement agreed to by NEOGOV.
 - i) Alternative Resolution. If NEOGOV believes or it is determined that any of the Services may have violated a third party's intellectual property rights, NEOGOV may choose to either modify the Services to be non-infringing or obtain a license to allow for continued use. If these alternatives are not commercially reasonable, NEOGOV may end the subscription or license for the Services and refund a pro-rata portion of any fees covering the whole months that would have remained, absent such early termination, following the effective date of such early termination.
 - ii) No Duty to Indemnify. NEOGOV will not indemnify Customer if Customer alters the Service or Service Specifications, or uses it outside the scope of use or if Customer uses a version of the Service or Service Specifications which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Services or Service Specifications which was provided to Customer, or if the Customer continues to use the infringing material after the subscription expires. NEOGOV will not indemnify the Customer to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by NEOGOV. NEOGOV will not indemnify Customer for any portion of an infringement claim that is based upon the combination of Service or Service Specifications with any products or services not provided by NEOGOV. NEOGOV will not indemnify Customer for infringement caused by Customer's actions against any third party if the Services as delivered to Customer and used in accordance with the terms of the Agreement would not otherwise infringe any third-party intellectual property rights.
 - iii) Exclusive Remedy. This Section provides the exclusive remedy for any intellectual property infringement claims or damages against NEOGOV.
- c) Indemnification Procedures. In order to receive the indemnities described hereunder, the indemnified party must: (i) promptly notify the indemnifying party, in writing, of any claim; (ii) cooperate reasonably with indemnifying party, at the indemnifying party's expense, in the defense and/or settlement thereof; and (iii) allow the indemnifying party to control the defense and/or settlement thereof except that the indemnifying party may not, without the indemnified party's prior written consent, enter into any settlement that does not unconditionally release the indemnified party from liability. The indemnified party shall have the right to participate in any defense of a claim and/or to be represented by counsel of its own choosing at its own expense, provided that ultimate control of such defense shall remain solely with the indemnifying party.

15. Limitations of Liability.

- a) EXCLUSION OF DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, INCLUDING FOR ANY: (a) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN VALUE; (b) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION OR DELAY OF THE SERVICES; (c) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (d) COST OF REPLACEMENT GOODS OR SERVICES; (e) LOSS OF GOODWILL, LOSS OF BUSINESS OPPORTUNITY OR PROFIT, OR LOSS OF REPUTATION; OR (f) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
 - b) CAP ON MONETARY LIABILITY. EXCEPT FOR DAMAGES ARISING OUT OF LIABILITY WHICH CANNOT BE LAWFULLY EXCLUDED OR LIMITED, OR CUSTOMER'S OBLIGATIONS TO MAKE PAYMENT UNDER THIS AGREEMENT, THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY FOR ANY AND ALL CLAIMS AGAINST THE OTHER PARTY UNDER THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL NOT EXCEED THE AMOUNT OF ALL PAYMENTS ACTUALLY RECEIVED BY NEOGOV FROM CUSTOMER IN CONNECTION WITH THIS AGREEMENT IN THE 12 MONTH PERIOD PRECEDING THE DATE OF THE FIRST EVENT INITIALLY GIVING RISE TO SUCH LIABILITY. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THE LIMIT.
16. Reimbursement of Costs in Third Party Litigation. With respect to any litigation or other court proceeding involving Customer and a third party, if any subpoena or other legally binding request related to such litigation or court proceeding is served to NEOGOV requesting copies of documents maintained by NEOGOV or otherwise requesting NEOGOV to appear as a witness in any capacity or provide testimony with respect to Customer's documentation, Customer shall reimburse NEOGOV for its out-of-pocket costs associated with compliance with such request, including but not limited to NEOGOV's reasonable attorneys' fees.
 17. EOL Products. NEOGOV may, in its discretion, at certain times elect to discontinue development, distribution and/or support of any Service or any elements or versions of any Service, and thereby designate such Service or elements or versions as end of life ("EOL"). In the event that NEOGOV elects to announce EOL for any Service, NEOGOV will provide six (6) months prior notice. Customer will have a period of six (6) months after receipt of such notice to upgrade to the last commercially available (non-EOL) version of the Service, if applicable, or otherwise following the expiration of such six (6) month period, the Service shall be deemed terminated without penalty and a pro rata refund shall be provided to Customer for the remaining term of the Service. During the 6-month notice period, Customer may continue exercising all of the rights set forth in this Agreement with respect to such EOL Service.
 18. Text Message Communications. NEOGOV may offer Personnel the opportunity to receive text messages regarding job application or hiring process reminders, applicant status updates, or other human resource related notices. Since these text message services depend on the functionality of third-party providers, there may be technical delays on the part of those providers. NEOGOV may make commercially reasonable efforts to provide alerts in a timely manner with accurate information, but cannot guarantee the delivery, timeliness, or accuracy of the content of any alert. NEOGOV shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an alert. NEOGOV cannot vouch for the technical capabilities of any third parties to receive such text messages. To the extent you utilize text messaging features, NEOGOV shall not be responsible for your use of such features, and you shall indemnify NEOGOV with respect to any damages resulting from your use including but not limited any violations of applicable law. NEOGOV MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY, OR IMPLIED AS TO: (a) THE AVAILABILITY OF TELECOMMUNICATION SERVICES; (b) ANY LOSS, DAMAGE, OR OTHER SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; AND (c) ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS, OR SETTINGS CONNECTED WITH THE SERVICES.
 19. Publicity. Unless otherwise provided in the applicable Order Form, NEOGOV may identify Customer as one of its customers and use Customer's logo for such purposes, subject to any trademark usage requirements specified by Customer.
 20. Force Majeure. Except for Customer's payment obligations to NEOGOV, neither party shall be liable for any damages, costs, expenses or other consequences incurred by the other party or by any other person or entity for any act, circumstance, event,

impediment or occurrence beyond such party's reasonable control, including, without limitation: (a) acts of God; (b) changes in or in the interpretation of any law, rule, regulation or ordinance; (c) strikes, lockouts or other labor problems; (d) transportation delays; (e) unavailability of supplies or materials; (f) fire or explosion; (g) riot, pandemic, military action or usurped power; (h) actions or failures to act on the part of a governmental authority; (i) internet service interruptions or slowdowns, vandalism or cyber-attacks, or (j) any other cause beyond the reasonable control of such party.

21. **Independent Contractor; No Third Party Beneficiary; Fulfillment Partners.** The relationship of the parties shall be deemed to be that of an independent contractor and nothing contained herein shall be deemed to constitute a partnership between or a joint venture by the parties hereto or constitute either party the employee or agent of the other. Customer acknowledges that nothing in this Agreement gives Customer the right to bind or commit NEOGOV to any agreements with any third parties. This Agreement is not for the benefit of any third party and shall not be deemed to give any right or remedy to any such party whether referred to herein or not. NEOGOV may designate any third-party affiliate, or other agent or subcontractor (each a "Fulfillment Partner"), without notice to, or the consent of, Customer, to perform such tasks and functions to complete any Services.
22. **Entire Agreement; Amendment; Addendum.** This Services Agreement, the Exhibits hereto, each Addendum (as may be applicable pursuant to the terms therein) and documents incorporated herein, the applicable Order Form, and Special Conditions (if any) constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous oral and written statements of any kind whatsoever made by the parties with respect to such subject matter. It is expressly agreed that the terms of this Agreement and any NEOGOV Order Form shall supersede the terms in any non-NEOGOV purchase order or other ordering document. The Parties to this Services Agreement acknowledge Customer intends to pay amounts due by Customer under this Agreement using American Rescue Act Funds. As a result of this the Parties agree to be bound by Exhibit C to the extent applicable given the amount of funds to be expended under this Agreement and to execute all documents necessary to-. Customer acknowledges that it is subject to the requirements of 2 CFR 200 Appendix II(B) (the "ARPA Rule"). Any termination by Customer for convenience or otherwise shall be subject to the terms of this Agreement, and to the extent mandated by the ARPA Rule and exercised by Customer. Customer shall remain responsible for the payment of all fees through the expiration of the subscription. Notwithstanding the foregoing, any conflict of terms shall be resolved by giving priority in accordance with the following order: 1) Exhibit C Required ARPA Provisions, 2) Special Conditions (if any), 23) NEOGOV Order Form, 34) the NEOGOV Services Agreement, and 45) incorporated documents (including the Exhibits and each applicable Addendum). This Agreement supersedes the terms and conditions of any clickthrough agreement associated with the Services. This Agreement may not be modified or amended (and no rights hereunder may be waived) except through a written instrument signed by the parties to be bound. If you are subscribing for the HRIS, Vetted, or PowerEngage Platform, you hereby specifically agree to the terms of the applicable Addendum set forth on the NEOGOV Site. In addition, certain Services may disclose the use of artificial intelligence, in which case, Customer hereby agrees to the terms of the AI Addendum set forth on the NEOGOV Site.
23. **General.**
 - a) **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the state of Texas, without giving effect to conflict of law rules. Any legal action or proceeding relating to this Agreement shall be instituted only in any state or federal court in Galveston County, Texas.
 - b) **Severability.** If any provision of this Agreement is held to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that the remainder of this Agreement will continue in full force and effect. Provisions that survive termination or expiration are those relating to, without limitation, accrued rights to payment, acknowledgements and reservations of proprietary rights, confidentiality obligations, warranty disclaimers, and limitations of liability, and others which by their nature are intended to survive.
 - c) **Notices.** All notices or other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given either when personally delivered, one (1) business day following delivery by recognized overnight courier or electronic mail, or three (3) business days following deposit in the U.S. mail, registered or certified, postage prepaid, return receipt requested. All such communications shall be sent to (i) Customer at the address set forth in the Order Form and (ii) NEOGOV at the address specified in the applicable Order Form.
 - d) **Waiver.** The waiver, express or implied, by either party of any breach of this Agreement by the other party will not waive any subsequent breach by such party of the same or a different kind. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which taken together shall constitute one and the same instrument.

Commented [KS1]: We need this as our products are sold and priced as prepaid annual subscriptions.

- e) Electronic Delivery. Delivery of a copy of this Agreement or an Order Form bearing an original signature by electronic mail or by any other electronic means will have the same effect as physical delivery of the paper document bearing the original signature.
- f) Assignment. Neither Party may assign this Agreement without the express written approval of the other Party such consent to not be unreasonably withheld. Any attempt at assignment in violation of this Section shall be null and void. For purposes of clarity, any merger, consolidation, or reorganization involving NEOGOV (regardless of whether NEOGOV is a surviving or disappearing entity) will not be considered a transfer of rights, obligations, or performance under this Agreement, and NEOGOV will not be obligated to provide notice or obtain consent from Customer. If as a result of NEOGOV's assignment due to merger, acquisition, corporate reorganization or sale of all or substantially all of its assets, the resultant entity is one with whom the Customer is unable to do business because the resultant entity or its affiliates are (i) debarred, suspended, excluded or disqualified from doing business with the Customer or the United States Government; (ii) listed on the Excluded Parties List System maintained by the General Services Administration of the United States Government (found at www.epls.gov); or (iii) a person with which U.S. persons are prohibited from transacting business of the type contemplated by this Agreement or with which U.S. persons must limit their interactions to types approved by the US Department of Treasury, Office of Foreign Assets Control (OFAC), such as by U.S. law, executive order, trade embargo or restriction, economic sanction, or lists published by OFAC, the Customer, terminate this Agreement without further obligation or penalty.
- g) Construction. The parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The exhibits, addendum, schedules, attachments, and appendices referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein.
- h) Subcontractors. For purposes of this Agreement, including any subsequent documentation requested by Customer pursuant to this Agreement, the term "subcontractors" shall exclude subcontractors (i) who perform routine software development and maintenance services which are not specific to the Customer, (ii) subcontractors who will not have any access to Customer Data, and (iii) subcontractors who have access to Customer Data solely within NEOGOV's or Customer's systems.

Commented [GK2]: There are entities the City may not do business with. The City must protect against an assignment to one of these entities.

Commented [KS3R2]: As a private-equity owned company, we must be able to allow for mergers/acquisitions and new investors, therefore, need to have some flexibility with our corporate structure. Added additional language to ensure the City does not contract with an excluded entity.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers as of the date set forth below, and consent to the Agreement.

Customer	GovernmentJobs.com, Inc. (D/B/A/ NEOGOV), on behalf of itself and its subsidiaries PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360)
Entity Name:	
Signature: _____	Signature: _____
Print Name:	Print Name:
Date:	Date:

Exhibit A
Government Customer Addendum

If Customer is a Government Customer, the following Government Customer Addendum (“Government Addendum”) forms part of the Services Agreement, and in the case of any conflict or inconsistency between the terms and provisions of this Addendum and any other provision of the Services Agreement, the terms of this Government Addendum shall control. For purposes hereof, a “Government Customer” means a Customer which is a (a) U.S. Federal agency, (b) state government, agency, department, or political subdivision (including a city, county or municipal corporation), or (c) instrumentality of any of the foregoing (including a municipal hospital or municipal hospital district, police or fire department, public library, park district, state college or university, Indian tribal economic development organization, or port authority).

1. **Applicability.** The provisions of this Addendum shall apply only if Customer is a Government Customer under the Services Agreement.
2. **Termination for Non-Appropriation of Funds on Multi-Year Deals.** Customer represents that it has received sufficient appropriation of funds by the applicable legislature (or other appropriate governmental body) (“Governmental Appropriation”) for the first year of the term of any Order Form executed by Customer (the “First Year” and all such years following the First Year which are included in the term of an Order Form, the “Future Years”). If Customer is subject to federal, state or local law which makes Customer’s financial obligations under this Services Agreement contingent upon Governmental Appropriation, and if such funds are not forthcoming or are insufficient due to failure of such Governmental Appropriation, then Customer will have the right to terminate the then remaining portion of any Future Years under the Services Agreement at no additional cost and with no penalty by giving prior written notice documenting the lack of funding. Customer will provide at least thirty (30) days advance written notice of such termination. Customer will use reasonable efforts to ensure appropriated funds are available. It is expressly agreed that Customer shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its fiscal operations. If Customer terminates the Services Agreement under this Section 2, Customer agrees not to replace the Services with functionally similar products or services for a period of one year after the termination of the Services Agreement.
3. **Indemnification.** If Customer is prohibited by federal, state or local law from agreeing to hold harmless or indemnify third parties, Section 14(a) and the indemnification provision included in Section 18 of the Services Agreement shall not apply to Customer, to the extent disallowed by applicable law.
4. **Open Records.** If the Customer is subject to federal or state public records laws, including laws styled as open records, freedom of information, or sunshine laws (“Open Records Laws”) the confidentiality requirements of Section 12 of the Services Agreement apply only to the extent permitted by Open Records Laws applicable to the Customer. This Section is not intended to be a waiver of any of the provisions of the applicable Open Records Laws, including, without limitation, the requirement for the Customer to provide notice and opportunity for NEOGOV to assert an exception to disclosure requirements in accordance with the applicable Open Records laws.
5. **Cooperative Purchasing.** As permitted by law, it is understood and agreed by Customer and NEOGOV that any (i) federal, state, local, tribal, or other municipal government (including all administrative agencies, departments, and offices thereof); (ii) any business enterprise in which a federal, state, local, tribal or other municipal entity has a full, majority, or other controlling interest; and/or (iii) any public school (including without limitation K-12 schools, colleges, universities, and vocational schools) (collectively referred to as the “New Entity”) may purchase the Services specified herein in accordance with the terms and conditions of this Agreement. It is also understood and agreed that each New Entity will establish its own contract with NEOGOV, be invoiced therefrom and make its own payments to NEOGOV in accordance with the terms of the contract established between the New Entity and NEOGOV. With respect to any purchases by a New Entity pursuant to this Section, Customer: (i) shall not be construed as a dealer, re-marketer, representative, partner or agent of any type of NEOGOV, or such New Entity; (ii) shall not be obligated, liable or responsible for any order made by New Entities or any employee thereof under the agreement or for any payment required to be made with respect to such order; and (iii) shall not be obliged, liable or responsible for any failure by any New Entity to comply with procedures or requirements of applicable law or to obtain the due authorization and approval necessary to purchase under the agreement. Termination of this Agreement shall in no way limit NEOGOV from soliciting, entering into, or continuing a contractual relationship with any New Entity. Any New Entity who purchases Services under this Section hereby represents that it has the authority to use this Services Agreement for the purchase and that the use of the Services Agreement for the purchase is not prohibited by law or procurement regulations applicable to the New Entity.
6. **Foreign Terrorist Organizations.** Pursuant to Section 2252.152 of the Texas Government Code, NEOGOV certifies that it is not identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153 of the Texas

Government Code as a company engaged in business with Iran, Sudan, or a foreign terrorist organization. NEOGOV acknowledges that any contract with the Customer shall be void if this certification is inaccurate.

- 7.6. Israel Boycott Prohibition.** Pursuant to Texas Government Code 2271, NEOGOV verifies that it: (1) does not boycott Israel and (2) will not boycott Israel during the term of this Agreement as those terms are defined in Chapter 2271 of the Texas Government Code.

Exhibit B Integration Terms Addendum

NEOGOV offers integrations and platform APIs for integrations to third party systems ("Integration Services"). Customer may use only those Integration Services purchased or subscribed to as listed within the NEOGOV Order Form. The following terms (the "Integration Terms Addendum") shall apply to the extent that Customer utilizes a system integration between the Services and either: (a) an affiliated integrated service, including those found at <https://api.neogov.com/connect/marketplace.html> ("Affiliated API") or to the extent that Customer utilizes a system integration between the Services and an unaffiliated third-party service ("Customer Application") integrated using NEOGOV's open API ("Open API"). Integration Services are not available for HRIS Services and this Exhibit B shall not apply to HRIS Services.

1. **Provision of Integrations.** Subject to and conditioned on compliance with all terms and conditions set forth in this Agreement, NEOGOV hereby grants Customer a limited, revocable, non-exclusive, non-transferable, non-sublicensable license during the applicable Term to use and/or access the Affiliated API as described in this Agreement, or the Open API for communication between Customer's human resource related third application(s) that will interoperate with NEOGOV Services (collectively these uses shall be referred to as the "API" or "Integration"). Customer acknowledges there are no implied licenses granted under this Agreement. NEOGOV reserves all rights that are not expressly granted. Customer may not use the API for any other purpose without our prior written consent. Customer may not share the API with any third party, must keep the API and all log-in information secure, and must use the API key as Customer sole means of accessing the API.
2. **Integration Intellectual Property.** All right, title, and interest in the API and any and all information, data, documents, materials, inventions, technologies, know-how, descriptions, requirements, plans, reports, works, intellectual property, software, hardware, systems, methods, processes, and inventions, customizations, enhancements, improvements and other modifications based on or derived from the API are and will remain, as appropriate, with NEOGOV. All right, title, and interest in and to the third-party materials, including all intellectual property rights therein, are and will remain with their respective third-party rights holders subject to the terms and conditions of the applicable third-party license agreements. Customer has no right or license with respect to any third-party materials except as expressly licensed under such third-party license agreements.
3. **Integration Terms of Use.** Except as expressly authorized under this Agreement, you may not remove any proprietary notices from the API; use the API in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; combine or integrate the API with any software, technology, services, or materials not authorized by NEOGOV; design or permit Customer Application(s) to disable, override, or otherwise interfere with any NEOGOV-implemented communications to end users, consent screens, user settings, alerts, warning, or the like; use the API in any of Customer Application(s) to replicate or attempt to replace the user experience of the Services; or attempt to cloak or conceal Customer identity or the identity of Customer Application(s) when requesting authorization to use the API.
4. **Customer Integration Responsibilities.** Customer, Customer developed web or other software services or applications, and Customer third-party vendors that integrate with the API (collectively the "Customer Applications"), shall comply with all terms and conditions of this Agreement, all applicable laws, rules, and regulations, and all guidelines, standards, and requirements that may be posted on <https://api.neogov.com/connect/index.html> from time to time. In addition, Customer will not use the API in connection with or to promote any products, services, or materials that constitute, promote, or are used primarily for the purpose of dealing in spyware, adware, or other malicious programs or code, counterfeit goods, items subject to U.S. embargo, unsolicited mass distribution of email ("spam"), multi-level marketing proposals, hate materials, hacking, surveillance, interception, or descrambling equipment, libelous, defamatory, obscene, pornographic, abusive, or otherwise offensive content, stolen products, and items used for theft, hazardous materials, or any illegal activities.
5. **Cooperation.** If applicable, Customer shall timely provide such cooperation, assistance, and information as NEOGOV reasonably requests to enable the API. NEOGOV is not responsible or liable for any late delivery or delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations.

under this Agreement. NEOGOV will provide Customer maintenance and support services for API issues arising from the information technology designed, developed, and under then current control of NEOGOV. NEOGOV shall have no obligation to provide maintenance or support for issues arising from the inaction or action of Customer or third parties of which are outside NEOGOV control.

6. Provision of Open API. In the event license fees or other payments are not due in exchange for the right to use and access the Open API, you acknowledge and agree that this arrangement is made in consideration of the mutual covenants set forth in this Agreement, including, without limitation, the disclaimers, exclusions, and limitations of liability set forth herein. Notwithstanding the foregoing, NEOGOV reserves the right to charge for access with effect from the start of each Renewal Term by giving Customer at least ninety (90) day notice prior to commencement of a Renewal Term.
7. API Key. In order to use and access the Open API, you must obtain an Open API key through the registration process. Customer agrees to monitor Customer Applications for any activity that violates applicable laws, rules and regulation, or any terms and conditions of this Agreement, including any fraudulent, inappropriate, or potentially harmful behavior. This Agreement does not entitle Customer to any support for the Open API. You acknowledge that NEOGOV may update or modify the Open API from time to time and at our sole discretion and may require you to obtain and use the most recent version(s). You are required to make any such changes to Customer Applications that are required for integration as a result of such Update at Customer sole cost and expense. Updates may adversely affect how Customer Applications communicate with the Services.
8. Efficient Processing. You must use efficient programming, which will not cause an overwhelming number of requests to be made in too short a period of time, as-determined solely by NEOGOV. If this occurs, NEOGOV reserves the right to throttle your API connections, or suspend or terminate your access to the Open API. NEOGOV shall use reasonable efforts to provide Customer notice and reasonable time to cure prior to taking such actions.
9. Open API Limitations. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL NEOGOV BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY DIRECT, LOST PROFITS, LOST OR CORRUPTED DATA, COMPUTER FAILURE OR MALFUNCTION, INTERRUPTION OF BUSINESS, OR OTHER SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THE USE OR INABILITY TO USE THE OPEN API; OR ANY DAMAGES, IN THE AGGREGATE, IN EXCESS OF FIFTY DOLLARS, EVEN IF NEOGOV HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES AND WHETHER OR NOT SUCH LOSS OR DAMAGES ARE FORESEEABLE OR NEOGOV WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ANY CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE BROUGHT WITHIN ONE YEAR AFTER THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH CLAIM.
10. Open API Termination. Notwithstanding the additional Termination rights herein, NEOGOV may immediately terminate or suspend Customer access to Open APIs in our sole discretion at any time and for any reason, with or without notice or cause. In addition, your Open API subscription will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this Agreement.

**City of La Marque, TX
1111 Bayou Road
La Marque, Texas 77568**

**REQUEST FOR PROPOSALS (RFP) FOR
HUMAN RESOURCE (HRIS)/ PAYROLL SOFTWARE**

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 # 2490

American Rescue Plan Act (ARPA) Request for Proposals (RFP)

Date: January 8, 2025

Re: Request for Proposals (RFP) for a Human Resource (HRIS)/ Payroll Software 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 the award, regardless of whether 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:	January 8, 2025
VENDOR QUESTIONS DUE:	January 15 th , 2025 - 5:00 pm CST
QUESTIONS ANSWERED BY:	January 22, 2025 – 5:00 pm CST
PROPOSAL DUE DATE:	January 29, 2025 – 10:00 am CST
PROPOSAL OPENING	January 29, 2025 – 10:30 am CST
ESTIMATED AWARD DATE:	February 15, 2025
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, Texas 77568
EMAIL:	bids@cityoflamarque.org
PHONE:	409-938-9259
DELIVERY OF RESPONSE PROPOSAL – POINT OF CONTACT	

For Electronic Delivery , the vendor may electronically submit to the below link, please fill in all information requested and upload final documents:	
NAME:	
TITLE:	City Clerk
ELECTRONIC UPLOAD SITE:	Bidsubmit.cityoflamarque.org
If mailed or hand-delivered , sealed proposals (an original and three (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 the Respondent's Name, RFP number, and time/due date of RFP.	
For mail or hand-delivery , deliver your response and all attachments to:	
NAME:	
TITLE:	City Clerk
ADDRESS:	1111 Bayou Road, La Marque, Texas 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:** The purpose of this Request for Proposal (RFP) is to solicit and select a vendor to provide a universal timekeeping, payroll, and human resources information system (HRIS) solution that is integrated. In addition, the vendor must be capable of providing a full range of value-added services, including but not limited to, those outlined in the Scope of Services section.
- 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 60-90 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:	
Phone:	
Email:	

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	30
Capacity to Perform, Delivery/Service Schedule, and References	30
Pricing	40
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	Training		
2	Fully Comprehensive Human Resources Information System (HRIS) with complete payroll		
3	Integration		
4	Warranty		
5	DELIVERY LOCATION: Provide the Delivery Location	1111 Bayou Rd. La Marque, TX 77568	
6	DELIVERY SCHEDULE: Provide the number of calendar days required for delivery after receipt of the order	60-90 Days	

Project Objective

The City of La Marque is seeking a comprehensive Human Resources Information System (HRIS) with integrated payroll functionality. The primary goal is to streamline human resource operations, reduce administrative burdens, and create more efficient workflows that will ultimately enhance employee experiences. The system is intended to facilitate better management and transparency of HR processes, reducing manual errors and ensuring compliance with applicable laws and regulations. Additionally, it aims to enhance employee service capabilities by providing accessible self-service tools and ensuring that all HR-related activities are seamless and integrated with payroll functionalities. The system will support approximately 200 employees, including full-time, part-time, and seasonal staff, with tailored functionalities to accommodate the specific needs of each employee type, ranging from payroll calculations to unique benefits administration, including Union Employees. Moreover, this system should have the scalability to grow with the city's workforce demands over time, providing advanced analytics to help plan for future needs.

Key Components

Applicant Tracking Requirements and Features

The applicant tracking solution must streamline the recruitment process, ensuring efficiency, compliance, and positive candidate experience. Key functionalities include:

Job Postings:

- Allow the creation of job postings for both internal and external audiences.
- Integrate with multiple job boards and social media platforms for broader reach, supporting one-click posting to multiple sites.
- Provide customizable templates for job descriptions, ensuring consistency across postings.

Applicant Tracking System (ATS):

- Enable tracking of applicants throughout the recruitment lifecycle, from application submission to final hiring decisions.
- Maintain a centralized database of applicant profiles, including resumes, cover letters, and application statuses.
- Allow advanced filtering and search capabilities to identify qualified candidates based on skills, experience, and certifications.

Interview Scheduling:

- Provide tools to schedule interviews with seamless integration to calendar systems, reducing coordination time.
- Allow applicants to select interview slots based on availability, streamlining the scheduling process.

- Track interview feedback and ratings from hiring managers in a centralized location.

Integration with Background Check Services:

- Automate the initiation of background checks with third-party services as part of the recruitment workflow.
- Track the status and results of background checks within the ATS for compliance and record-keeping.

Equal Employment Opportunity (EEO) Compliance:

- Collect and store EEO data in compliance with federal regulations, ensuring confidentiality and proper handling.
- Generate reports to demonstrate adherence to EEO requirements during audits or compliance checks.

Mobile Accessibility:

- Ensure the ATS is mobile-friendly for both applicants and recruiters, enabling application submission, tracking, and communication on the go.
- Allow hiring managers to review applications and provide feedback from their mobile devices.

Candidate Communication:

- Enable personalized communication with candidates via email or SMS directly from the ATS.
- Automate notifications to keep candidates informed of their application status at each stage.

Reporting and Analytics:

- Provide insights on key recruitment metrics, such as time-to-fill, source of hire, and candidate conversion rates.
- Generate custom reports to evaluate recruitment strategies and improve hiring efficiency.

Security and Compliance:

- Ensure all applicant data is stored securely with access control and audit capabilities.
- Comply with data privacy regulations such as GDPR and other relevant standards.

Payroll Processing

The system must accommodate the city's established payroll operations, including biweekly processing, direct deposit, tax filings, and benefits deductions. It should also support automated workflows for tax withholdings and manage taxable earnings such as overtime and bonuses, and collective bargaining/union employees.

The system must support and enhance the City of La Marque's established payroll operations by addressing the following key functionalities:

Biweekly Payroll Processing:

- Efficiently handle biweekly payroll for all employee types, including full-time, part-time, and seasonal staff.
- Ensure accurate calculation of regular wages, overtime, and special pay rates.

Direct Deposit Management:

- Support multiple direct deposit configurations, including partial deposits across multiple accounts (e.g., checking and savings).
- Automate the generation of ACH files for seamless bank transfers.

Tax Filings and Withholdings:

- Automate tax withholdings based on federal, state, and local requirements.
- Generate and file mandatory reports such as IRS Form 941, W-2s, and 1099s.
- Allow for flexible updates to tax codes and withholding rates as legislation changes.

Benefits Deductions:

- Accurately calculate and deduct benefits contributions, such as health insurance, retirement plans, and flexible spending accounts.
- Handle pre-tax and post-tax deductions with appropriate compliance measures.

Automated Workflows:

- Streamline workflows for payroll-related tasks, including tax withholding updates, benefit deductions, and payroll adjustments.
- Support approval processes for overtime, bonuses, and one-time payments.

Management of Taxable Earnings:

- Accurately calculate and report taxable earnings, including:
 - Overtime pay.
 - Bonuses and incentive payments.
 - Retroactive pay and severance packages.
- Allow for the configuration of specific taxable and non-taxable earning types based on city policies.

Support for Collective Bargaining and Union Employees:

- Accommodate unique payroll structures and agreements associated with unionized employees.
- Support contract-specific requirements such as:
 - Pay scales and step increases based on tenure or certification.
 - Deductions for union dues or fees.
 - Compliance with collective bargaining agreements related to pay, benefits, and timekeeping.
- Generate detailed reports for union-specific payroll audits and compliance tracking.

Scalability and Compliance:

- Ensure scalability to accommodate future workforce growth or additional union requirements.
- Maintain compliance with all relevant labor laws, including federal, state, and local regulations.

Onboarding

The onboarding process must be efficient and fully digital, providing features such as pre-start access, task management, and integration with payroll systems. The solution must also include E-Verify integration to ensure compliance.

The onboarding process must be designed to streamline the transition of new hires into the organization efficiently and digitally. Below are the key features and functionalities required:

1. Fully Digital Onboarding:

- Enable new hires to complete the entire onboarding process online, reducing manual paperwork.
- Support electronic submission of all necessary forms, such as W-4, I-9, and direct deposit details, with digital signature capabilities.

2. Pre-Start Access:

- Allow new hires to begin onboarding activities before their official start date.
- Provide access to critical documents, such as company policies, benefits information, and training materials, to ensure a smooth first day.

3. Task Management:

- Implement a wizard-based checklist for new hires to track required tasks, such as updating personal information, submitting tax forms, and completing compliance documents.
- Include automated notifications to remind new hires and HR personnel of incomplete tasks or deadlines.

4. Integration with Payroll Systems:

- Ensure seamless integration between onboarding and payroll, allowing new hire data to transition automatically.
- Automatically generate employee profiles in the payroll system once onboarding tasks are completed.

5. E-Verify Integration:

- Integrate with E-Verify to ensure compliance with federal regulations for I-9 employment eligibility verification.
- Automate the submission and tracking of E-Verify queries, with status updates available in real time.

6. Self-Service Tools:

- Provide intuitive self-service portals for new hires to update personal information, enroll in benefits, and access onboarding schedules.
- Empower managers to monitor onboarding progress, review completed tasks, and provide feedback or assistance as needed.

7. Compliance and Security:

- Maintain strict compliance with federal, state, and local regulations related to onboarding and employment eligibility.
- Securely store all onboarding documents in a centralized digital repository with access control and audit trails.

8. Scalability and Flexibility:

- Allow customization of onboarding workflows to meet the city's specific requirements, including department-specific processes or union considerations.
- Ensure the system can scale to accommodate workforce growth or policy changes.

Employee Communication and Self-Service

The system must provide a comprehensive self-service portal for both employees and managers to access and update information. Features should include digital access to pay stubs, tax forms, and benefits information, as well as tools for managing leave and performance evaluations.

Employee Self-Service Features:

Digital Access to Pay Stubs and Tax Forms:

- Enable employees to securely view and download pay stubs, W-2s, and other tax documents from the portal.
- Provide historical access to earnings and tax data for personal record-keeping and audit purposes.

Benefits Information:

- Allow employees to review and update their benefits enrollment, including health insurance, retirement plans, and flexible spending accounts.
- Provide access to benefits statements and documentation for transparency and informed decision-making.

Leave Management:

- Offer tools to submit and track leave requests, including vacation, sick leave, and PTO balances.
- Display real-time updates on accruals and remaining balances for informed planning.

Personal Information Updates:

- Allow employees to update personal details such as addresses, phone numbers, and emergency contacts in real time.
- Enable changes to tax withholdings and direct deposit information with appropriate approval workflows.

Communication and Notifications:

- Provide a centralized inbox for company-wide communications, policy updates, and announcements.

- Automate alerts and reminders for upcoming deadlines, expiring certifications, or required form submissions.

Manager Self-Service Features:

Team and Departmental Reporting:

- Allow managers to generate and access team-level reports, including attendance records, leave balances, and performance metrics.
- Provide tools for real-time monitoring of team productivity and workforce trends.

Leave Approval Workflows:

- Enable managers to review and approve employee leave requests through the portal.
- Integrate approval workflows with scheduling tools to ensure adequate coverage during absences.

Performance Evaluations:

- Provide tools to conduct and document performance reviews, including setting goals, providing feedback, and tracking progress.
- Include features for assigning and managing employee development plans.

Communication Tools:

- Allow managers to send mass communications to their teams or individual messages to employees directly through the portal.
- Track acknowledgment of important announcements or policy updates.

Security and Accessibility

Role-Based Access Control:

- Ensure sensitive information is accessible only to authorized users, with customized views based on roles.

Mobile Compatibility:

- Offer full functionality on mobile devices, allowing employees and managers to access the portal on the go.

Audit Trails:

- Maintain detailed logs of all updates and transactions to ensure transparency and compliance with data regulations.

Forms Management

The HRIS must include configurable forms, automated workflows, and digital signatures to enhance efficiency. Forms should be easily accessible via the self-service portal for submission and review.

1. Configurable Forms:

- Allow HR administrators to create and modify forms as needed to address various HR requirements, including:
 - Benefits enrollment.
 - Direct deposit authorizations.
 - Policy acknowledgment forms.
- Support custom form templates to adapt to changes in policies or compliance requirements.

2. Automated Workflows:

- Link forms to automated workflows for submission, review, and approval processes.
- Provide customizable workflows to accommodate department-specific needs and ensure appropriate routing.
- Include real-time tracking of form statuses to keep all stakeholders informed.

3. Digital Signatures:

- Enable secure digital signature functionality for all forms to support a paperless environment.
- Maintain compliance with legal and regulatory standards for electronic documentation and signatures.

4. Self-Service Portal Access:

- Ensure forms are easily accessible to employees and managers via the self-service portal.
- Allow users to submit forms directly through the portal and receive confirmation of submission.
- Provide employees with access to a history of completed and submitted forms for reference.

5. Compliance and Security:

- Ensure all forms and workflows comply with relevant federal, state, and local regulations.
- Securely store forms in a centralized, digital repository with access controls and audit trails.

6. Integration:

- Integrate form workflows with other HRIS modules, such as payroll and benefits, to reduce manual data entry and improve accuracy.

Performance Evaluation and Management

The system should provide tools for goal setting, tracking, and performance reviews. It should maintain historical records and support 360-degree feedback mechanisms.

1. Goal Setting and Tracking:

- Allow managers and employees to collaboratively set measurable and achievable goals.
- Provide tools to break down goals into specific tasks or milestones.
- Enable real-time tracking of goal progress with visual indicators (e.g., percentage completion, timelines).

2. Performance Reviews:

- Facilitate structured performance review processes, including:
 - Annual or semi-annual reviews.
 - Role-specific evaluation criteria.
 - Rating scales and qualitative feedback options.
- Automate workflows for scheduling reviews, sending reminders, and collecting feedback.
- Ensure reviews are stored digitally for easy access and future reference.

3. Historical Records:

- Maintain comprehensive historical records of performance evaluations, goals, and progress for each employee.
- Provide visibility into performance trends to support informed decisions on promotions, training needs, and succession planning.

4. 360-Degree Feedback Mechanisms:

- Support the collection of feedback from multiple sources, including:
 - Peers.
 - Direct reports.
 - Supervisors.
- Enable anonymous feedback options to ensure honest and constructive input.
- Aggregate feedback into clear and actionable insights for employees and managers.

5. Development Plans:

- Offer tools for creating personalized development plans based on performance evaluations.
- Track progress on development plans to ensure alignment with individual and organizational goals.

6. Reporting and Analytics:

- Provide dashboards and reports to analyze performance metrics, trends, and outcomes.
- Generate actionable insights to improve team and organizational productivity.

7. Integration:

- Seamlessly integrate performance evaluation data with other HRIS modules, such as compensation and training, to link performance outcomes with rewards and development opportunities.

Benefits Administration

The HRIS must manage benefits eligibility, deductions, and enrollment processes. Self-service features should allow employees to review and manage their benefits independently.

1. Benefits Eligibility Management:

- Track employee eligibility based on employment type (e.g., full-time, part-time) and tenure.
- Automate notifications for eligibility changes, such as new hires, life events, or role transitions.
- Support compliance with federal, state, and local regulations related to benefits eligibility.

2. Enrollment Process:

- Enable employees to self-enroll in benefits programs through an intuitive portal.
- Facilitate open enrollment periods with automated communication and deadlines.
- Provide clear instructions and access to benefit plan details to help employees make informed decisions.

3. Benefits Deductions Management:

- Accurately calculate and process pre-tax and post-tax benefits deductions, such as:
 - Health insurance premiums.
 - Retirement plan contributions.
 - Flexible spending accounts.
- Automatically update deductions in payroll when employees make changes to their benefits.

4. Self-Service Features:

- Allow employees to:
 - View and compare available benefits options.
 - Make changes to their benefits during open enrollment or qualifying life events.
 - Add or update dependent information.
- Provide access to benefits statements and history for transparency.

5. Compliance and Reporting:

- Ensure compliance with regulations, such as the Affordable Care Act (ACA), by generating required forms like 1095-C.
- Track COBRA eligibility and administer notifications for terminated employees.
- Maintain detailed records of benefits elections, changes, and usage for audit purposes.

6. Integration:

- Seamlessly integrate benefits data with payroll to ensure accurate deduction processing.
- Connect with third-party benefits providers for real-time updates and reconciliation.

7. Communication and Support:

- Provide automated reminders for deadlines, such as enrollment periods or documentation submissions.
- Include resources such as FAQs or guides within the self-service portal to support employees.

Reporting and Compliance

The system must include robust reporting features for compliance with federal, state, and local regulations. It should offer customizable reports and analytics for workforce planning and decision-making.

1. Compliance Reporting:

- Generate required federal, state, and local compliance reports, such as:
 - IRS forms (e.g., 941, W-2, 1095-C for ACA compliance).
 - EEO-1 reports for Equal Employment Opportunity compliance.
 - State-specific wage and hour compliance reports.
- Automate the filing of compliance reports to reduce administrative effort and ensure accuracy.

2. Customizable Reports:

- Allow users to create custom reports tailored to organizational needs, including:
 - Workforce demographics.
 - Payroll summaries and tax breakdowns.
 - Benefits usage and enrollment statistics.
- Support various output formats, such as PDF, Excel, or CSV, for flexibility in data sharing and analysis.

3. Workforce Planning and Decision-Making:

- Provide analytics dashboards for real-time insights into workforce trends, such as:
 - Turnover rates.
 - Employee performance metrics.
 - Compensation and benefits analysis.
- Offer forecasting tools to support "what-if" scenarios for budgeting and workforce planning.

4. Audit Trails:

- Maintain detailed logs of system activity to track changes in payroll, benefits, and employee data.
- Provide audit-ready documentation to ensure transparency and compliance during inspections or reviews.

5. Real-Time Data Access:

- Enable real-time access to data for HR, managers, and executives to make timely decisions.
- Synchronize reporting data across integrated systems, such as payroll, benefits, and financial planning tools.

6. Security and Role-Based Access:

- Ensure sensitive report data is accessible only to authorized users based on their roles.
- Include customizable permissions to control access to specific types of reports or data sets.

7. Scheduled Reporting and Alerts:

- Allow users to schedule recurring reports for automatic generation and delivery.
- Provide alerts for upcoming compliance deadlines or anomalies in payroll or benefits data.

8. Scalability:

- Ensure the reporting system can handle increasing data volume as the workforce grows.
- Adapt to evolving compliance requirements through system updates or custom configurations.
- Maintain secure data transmission between systems with encrypted connections and role-based access controls.

Compatibility with OpenGov and Human Resource (HRIS)/ Payroll Software System

Our solution is designed to seamlessly integrate with OpenGov, ensuring efficient data sharing and streamlined workflows for government and public sector entities. Below are the key aspects of this integration:

Budgeting and Payroll Integration Requirements

The HRIS and payroll system must seamlessly integrate with OpenGov and Human Resource (HRIS)/ Payroll Software to enhance financial management, budgeting accuracy, and operational efficiency. Key functionalities include:

Payroll Integration with OpenGov and Human Resource (HRIS)/ Payroll Software:

- Automatically transfer payroll expenditure data to OpenGov and Human Resource (HRIS)/ Payroll Software financial modules in real-time.
- Support bi-directional data synchronization to ensure consistency across all systems.
- Streamline the reconciliation process by eliminating manual data entry and reducing errors in financial reporting.

Budgeting Accuracy:

- Integrate employee compensation data, including salaries, overtime, bonuses, and other earnings, into OpenGov and Human Resource (HRIS)/ Payroll Software for comprehensive budget modeling.
- Include benefits costs, such as health insurance, retirement contributions, and flexible spending accounts, in budgeting calculations.
- Incorporate timekeeping data to align labor expenses with budget forecasts and track variance effectively.

Scenario Planning:

- Enable advanced "what-if" analysis in Human Resource (HRIS)/ Payroll Software and OpenGov by providing accurate payroll and benefits data to model various budget scenarios.
- Support planning for workforce growth, contract negotiations, and organizational restructuring with dynamic data inputs.

Automated Workflows:

- Automate the flow of payroll and labor expense data into budget models, ensuring real-time updates and eliminating delays.
- Create triggers for alerts when actual expenses deviate from budgeted amounts, enabling proactive adjustments.

Reporting and Transparency:

- Provide detailed reports and visualizations in OpenGov and Human Resource (HRIS)/ Payroll Software that aggregate payroll and budget data for transparency.
- Support compliance with financial reporting standards and public sector accountability requirements.

Scalability and Security:

- Ensure the integration can scale to accommodate increased data volume as the workforce grows.
- Maintain secure data transmission between systems with encrypted connections and role-based access controls.

Integration Requirements for HRIS Implementation

The HRIS must seamlessly integrate with existing systems and third-party platforms to ensure efficient data flow, accuracy, and scalability. Key integration functionalities include:

1. Payroll Integration:

- **Financial Systems:**
 - Enable bi-directional integration with financial platforms such as Human Resource (HRIS)/ Payroll Software and OpenGov for automated budget reconciliation and reporting.
- **Payroll Processing:**

- Ensure payroll data, including wages, taxes, and benefits deductions, is synchronized with the accounting system.

2. Benefits Integration:

- **Third-Party Providers:**
 - Connect with external benefits providers for real-time updates on employee enrollments, coverage changes, and deductions.
- **COBRA Compliance:**
 - Automate COBRA notifications and eligibility tracking through integrated systems.

3. Time and Attendance Integration:

- Synchronize time-tracking data from integrated timekeeping systems to ensure accurate payroll processing.
- Allow for custom rules to calculate overtime, holiday pay, and other time-based compensation.

4. Applicant Tracking System (ATS):

- Enable seamless data transfer from the ATS to the HRIS for new hires, including job details, compensation, and onboarding requirements.
- Integrate with third-party background check providers to streamline pre-employment verification processes.

5. Compliance and Reporting Integration:

- Automate compliance reporting by integrating data with government platforms for submissions such as IRS, EEO, and ACA reports.
- Provide real-time data exchange to ensure all records remain up-to-date and compliant.

6. Collective Bargaining and Union Integration:

- Support integration with union-specific systems to track collective bargaining agreements, dues, and compliance requirements.

7. Scalability and Open APIs:

- Utilize open API standards to ensure flexibility for future integrations and custom configurations.
- Support scalability to accommodate new modules, applications, or third-party systems as the organization's needs evolve.

8. Data Synchronization:

- Maintain consistent data across systems, ensuring changes made in one platform (e.g., payroll updates or benefits adjustments) are reflected in all integrated systems.
- Reduce manual data entry and associated errors by automating data transfers.

9. Security and Compliance:

- Implement encrypted data transmission between integrated systems to ensure the confidentiality of sensitive information.
- Ensure compliance with data protection regulations such as GDPR, CCPA, or other applicable standards.

10. Mobile and Self-Service Integration:

- Provide seamless integration for mobile applications, allowing employees and managers to access HRIS data on the go.
- Link self-service portals to all integrated systems to provide real-time access to information such as pay stubs, benefits, and leave balances.

On-Site Training Requirements for HRIS Implementation

To ensure effective adoption of the HRIS, on-site training sessions will provide hands-on learning opportunities tailored to the organization's specific needs. Key aspects of the on-site training program include:

1. Training for HR and Administrative Staff:

- **In-Depth System Walkthrough:**

- Conduct on-site sessions to familiarize HR staff with the HRIS interface, navigation, and key functionalities.
- Focus on core modules such as payroll, benefits administration, compliance reporting, and data management.
- **Advanced Usage Training:**
 - Provide detailed guidance on creating workflows, generating custom reports, and troubleshooting common issues.

2. Training for Managers:

- **Self-Service Portal for Managers:**
 - Train managers to use the system for approving leave, accessing team reports, and conducting performance evaluations.
 - Provide real-world scenarios to practice using reporting and workforce management tools.

3. Training for Employees:

- **Employee Self-Service Training:**
 - Conduct interactive sessions to teach employees how to access and update their personal information, view pay stubs, enroll in benefits, and request leave.
 - Use live demonstrations and guided exercises to ensure participants are comfortable with the system.

4. Training Environment:

- **Hands-On Practice:**
 - Provide training in a live or simulated environment to allow participants to practice tasks directly within the HRIS.
- **Equipment and Facilities:**
 - Ensure training rooms are equipped with necessary hardware (computers, projectors, internet access) to facilitate smooth learning sessions.

5. Session Format:

- **Small Group Workshops:**
 - Break training into small groups based on roles (e.g., HR staff, managers, employees) to ensure personalized attention and engagement.
- **Role-Specific Training:**
 - Tailor content for different user groups to focus on their specific needs and responsibilities within the system.

6. Training Schedule:

- **Staggered Sessions:**
 - Schedule training sessions over multiple days or weeks to accommodate staff availability and ensure thorough coverage.
- **Follow-Up Sessions:**
 - Conduct additional sessions to address questions, reinforce learning, and cover any updates or new features.

7. Trainer Support:

- **On-Site Trainers:**
 - Employ expert trainers familiar with the HRIS to conduct the sessions.
 - Trainers should provide real-time assistance and address specific organizational use cases.

- **Train-the-Trainer Model:**

- Identify internal staff to shadow trainers and serve as ongoing system experts for the organization.

8. Materials and Resources:

- Provide printed and digital materials, such as quick-reference guides, FAQs, and system documentation, to support learning during and after the training.

9. Feedback and Improvement:

- Collect participant feedback at the end of each session to evaluate the effectiveness of the training and identify areas for improvement.

Warranty Requirements for HRIS Implementation

The warranty provisions for the HRIS should ensure the system's functionality, reliability, and ongoing support during the agreed warranty period. Key warranty requirements include:

1. Warranty Coverage:

- **System Functionality:**
 - Guarantee that the system operates as specified in the agreed-upon requirements and documentation.
- **Bug Fixes and Errors:**
 - Cover the correction of system errors, bugs, or functionality issues identified during the warranty period.
- **Integration Issues:**
 - Address any integration challenges with existing systems, such as Human Resource (HRIS)/ Payroll Software, OpenGov, payroll, or benefits platforms, at no additional cost.

2. Warranty Period:

- Define a warranty period, typically ranging from 12 months, starting from the go-live date or final system acceptance.

3. Technical Support:

- Provide free technical support during the warranty period, including:
 - Assistance with system usage.
 - Troubleshooting issues.
 - Guidance on system updates and enhancements.

4. Updates and Patches:

- Include system updates, patches, and fixes for any issues discovered post-implementation to maintain compliance and performance standards.

5. Training and Documentation:

- Offer additional training or refresher sessions if system modifications are made during the warranty period.
- Provide comprehensive documentation for system troubleshooting and support.

6. Service Level Agreement (SLA):

- Specify response and resolution times for issues reported during the warranty period.
 - For example:
 - **Critical Issues:** Addressed within 24 hours.
 - **Major Issues:** Resolved within 3 business days.
 - **Minor Issues:** Addressed within 5 business days.

7. Data Security and Integrity:

- Ensure the integrity and security of data during any warranty-related system changes or updates.

8. Escalation Process:

- Define a clear escalation process for unresolved issues, including points of contact and resolution timelines.

9. Exclusions:

- Clearly state any exclusions from the warranty coverage, such as damages caused by user errors, unauthorized modifications, or third-party integrations not specified in the contract.

10. Transition to Post-Warranty Support:

- Provide a seamless transition plan from warranty coverage to long-term maintenance and support agreements.
- Offer cost-effective extended warranty options for continued coverage.

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

	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. 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		
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	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 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

	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
	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.	2 CFR 200 APPENDIX II (J)	Contractor RFP/IFB Contractor RFQ Subrecipients

	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."		
	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: (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 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	2 CFR 200.323	Contractor RFP/IFB Contractor RFQ Subrecipients

	with this provision. Additional requirements are listed below.		
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	2 CFR 200.336	Contractor RFP/IFB Contractor RFQ

	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.		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 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	Texas Government Code, Title 10, Subtitle F, Chapter 2274.0102	Subrecipients EC 6.1 Awardees

	(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
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	Section 9901 of the American Rescue	Subrecipients

Records	both direct and indirect costs.	Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	
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. 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	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

	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 other remedy available by law.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
ARPA Terms, Conditions, & Records	13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	14. Debts Owed the Federal Government. a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government. b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients

ARPA Terms, Conditions, & Records	15. Disclaimer. a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award. b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	16. Protections for Whistleblowers. a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. b. The list of persons and entities referenced in the paragraph above includes the following: i. A member of Congress or a representative of a committee of Congress; ii. An Inspector General; iii. The Government Accountability Office; iv. A Treasury employee responsible for contract or grant oversight or management; 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 RELEVANT INFORMATION/SPECIAL CONDITIONS

The following details and special conditions must be adhered to for the implementation of the HRIS system for the City of La Marque:

1. Submission Requirements:

- One (1) original and three (3) copies must be included with this bid.
- Ensure that all forms are completed and returned as part of the bid packet.

2. Bonds:

- No bonds are required for this proposal.

3. Insurance:

- The successful bidder must meet the minimum requirements of the Texas State Financial Responsibility Act for operating vehicles used in delivering the purchased items to the City.

4. Indemnity:

- The respondent agrees to defend, indemnify, and hold the City of La Marque, its employees, officers, and elected representatives harmless against any and all claims for damages, costs, and expenses of persons or property that may arise from:
 - Any negligent act or omission of the respondent.
 - Actions of any agent, servant, or employee of the respondent in executing or performing this contract.
- This indemnity applies regardless of whether such persons are under the direction of City agents or employees.

5. Data Migration Requirements:

- All existing employee, payroll, and benefits data must be migrated securely and accurately from legacy systems to the new HRIS.
- Data validation processes should be implemented to ensure the integrity and accuracy of migrated data.

6. System Customization and Scalability:

- The system must support custom configurations to align with the City's specific needs, including department-level workflows and reporting.
- Scalability must be ensured to accommodate workforce growth and future technological advancements.

7. Security and Compliance:

- The HRIS must comply with all applicable data protection regulations, including GDPR, CCPA, and local laws.
- Implement robust cybersecurity measures, including encryption, multi-factor authentication, and role-based access controls.

8. User Access and Permissions:

- Provide role-based access to ensure that employees, managers, and administrators only access relevant information.
- Audit logs must track user actions to maintain security and accountability.

9. Integration with External Systems:

- Seamlessly integrate with Human Resource (HRIS)/ Payroll Software, OpenGov, and other financial and benefits systems.
- Ensure compatibility with timekeeping, applicant tracking, and background check systems.

10. Implementation Timeline:

- The implementation must adhere to an agreed-upon timeline, including milestones for data migration, testing, training, and go-live.
- Regular updates must be provided to stakeholders to track progress and address potential delays.

11. Post-Implementation Support:

- Include provisions for extended support beyond the warranty period, including system maintenance, updates, and troubleshooting.
- Offer training for new staff and ongoing system enhancement guidance.

12. Reporting and Analytics:

- Provide robust reporting capabilities with customizable dashboards to address specific departmental and organizational needs.
- Include advanced analytics tools for forecasting, workforce planning, and decision-making.

13. User Training:

- On-site training must be conducted for all relevant user groups, including HR, managers, and employees.
- Training materials, including guides and videos, must be provided for future reference.

14. Special Conditions for Union/Collective Bargaining Employees:

- Ensure the system accommodates specific needs related to collective bargaining agreements, such as unique pay scales, dues, and compliance reporting.

15. Disaster Recovery and Backup:

- The system must include a robust disaster recovery plan and automated backup processes to prevent data loss.
- Regular testing of recovery procedures should be conducted to ensure preparedness.

16. Custom Workflows:

- Allow for the creation of customized workflows for approvals, reporting, and notifications tailored to the City's operations.

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 \$_____ 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 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 _____, <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
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.

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 (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	2 CFR 200 APPENDIX II (C) and 41 CFR §60-1.4(b)	Contractor RFP/IFB Contractor RFQ Subrecipients

	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 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		
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	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		
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	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	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	2 CFR 200 APPENDIX II (D)	Contractor RFP/IFB Subrecipients

>\$2,000 for CDBG/Braided Funds Projects See TX Prevailing Wage Laws	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.		
>\$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	2 CFR 200 APPENDIX II (F)	Contractor RFP/IFB

	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.		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

	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
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	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
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	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	2 CFR 200.321	Contractor RFP/IFB Contractor RFQ Subrecipients

	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.		
>\$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-	2 CFR 200.334	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors

	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.		
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	2 CFR 200.336	Contractor RFP/IFB Contractor RFQ Subrecipients

	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.		
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	Texas Government Code, Title 10, Subtitle F, Chapter 2274.0102	Subrecipients EC 6.1 Awardees

	(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	Section 9901 of the American Rescue Plan Act, Pub. L. No.	Subrecipients

	during the period that begins on March 3, 2021, and ends on December 31, 2024.	117-2; Section 602(b), 603(b) and/or 603(c) as applicable	
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
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,	7. Cost Sharing. Cost sharing or matching funds are not required	Section 9901 of the American	Subrecipients

Conditions, & Records	to be provided by Recipient.	Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	
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. 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	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

	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	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or	Subrecipients

	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.	603(c) as applicable	
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	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients

	such a debt.		
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: e. 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. The 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,	18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient	Section 9901 of the American	Contractor RFP/IFB

Conditions, & Records	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	Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Contractor RFQ Subrecipients Vendors
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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



NEOGOV

PROPOSAL RESPONSE

for

City of La Marque, Texas

*RFP #2490 FOR HUMAN RESOURCE (HRIS)/ PAYROLL
SOFTWARE*

Due: January 29, 2025

Respondent:

Mike Burns, Accounting Director
2120 Park Place, Ste 100
El Segundo, CA 90245
310-658-5734 (w) 310-426-6305 (f)

Contact Person:

Lindsey Gerber, Proposal Manager
310-971-9588
310-426-6305 (f)
bids+submissions@NEOGOV.com

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1. STATEMENT OF INTEREST

Mike Burns
Accounting Director, NEOGOV
2120 Park Place, Ste 100
El Segundo, CA 90245
TIN: 330888748

January 29, 2025

City Clerk
City of La Marque, TX
1111 Bayou Road,
La Marque, Texas 77568

Dear City Clerk,

GovernmentJobs.com, Inc. (d/b/a NEOGOV) is pleased to submit our response for the City of La Marque's request for a human resource (HRIS)/ payroll software. This submission is in accordance with the requirements set forth in the original Request for Proposal (RFP) due on January 29, 2025. As requested, we have provided all proposal items including additional corporate and product information for your consideration. This document is all inclusive and contains all information relevant to the NEOGOV response and shall remain valid for at least 120 days from the date that proposals are due.

As you will see in the submitted documentation, NEOGOV offers the most comprehensive Workforce Management solutions tailored exclusively for Public Sector agencies. Established in 1998, NEOGOV currently works with more than 6000 agencies nationwide delivering the features and functionality sought in the original RFP. We are confident that our proposal will demonstrate our complete understanding of the current processes and objectives and can deliver a proven system and methodology that will exceed the expectations for this project.

On behalf of NEOGOV, I am pleased to serve as the main contact for this proposal, and I am fully authorized to submit this offer and negotiate for our organization on any resulting contract. If you have any questions or comments, please call me at (310) 971-9588 or e-mail me at bids+submissions@NEOGOV.net.

Thank you for your consideration. We look forward to working with the City of La Marque, TX.

Respectfully,



Mike Burns
Accounting Director, NEOGOV

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:

- 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.
 - **NEOGOV Response:** See Attachment D for our references, which demonstrate our experience with projects of similar size and scope.
- 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.
 - **NEOGOV Response:** Please see Exhibit 2.2.A detailing our relevant qualifications.

Company Background and Experience

NEOGOV is a privately held C-Corporation committed to developing and providing hiring solutions tailored for the public sector and higher education institutions. Our journey began in 1998, with formal incorporation in early 2000. In 1998, we launched our first hosted solution, Insight Enterprises, which has evolved into a fully integrated platform that we continue to enhance and deliver.

Distinguished by our focus on the public sector, NEOGOV has diligently differentiated itself in the market. Today, we have a team of over 500 dedicated employees who take pride in customizing our software to meet the unique needs of government and public sector agencies. Our headquarters and support centers are located in El Segundo, CA, and an additional corporate office located in Draper, UT. NEOGOV has spent over two decades developing or acquiring software to comprehensively support employees throughout their entire employment lifecycle.

— *We Serve the People* — WHO SERVE THE PEOPLE

Our mission is to enhance the services provided by the public sector and education agencies to society. Over the years, NEOGOV has gained extensive experience working with agencies across all states, enabling us to understand and meet the specific requirements and regulations of each location. We prioritize user feedback in our ongoing growth and system design efforts.

NEOGOV has experience working with every state! We have worked with public sectors agencies and/or higher education organizations to understand the requirements and regulations for the specific state they are located in. NEOGOV continues to grow and design our systems based around the feedback we receive from our users.

The Implementation Consultants that work with our products are experts in their field! They are continuously broadening their skills for the product; they work on so that they can assist customers on best practices. NEOGOV's current staff of dedicated employees includes development, support, quality assurance, training, sales, marketing, and administration. Our staff can successfully meet and exceed our customer demand with respect to development, quality assurance, implementation, support, training, and ongoing training and learning development by leveraging the power of the Internet and other valuable resources. This dedication allows NEOGOV to provide extremely high levels of service to all of our customers and continuously improve on and deliver additional products and services to our entire customer base at a low cost of operation, leading to a lower license and maintenance price, while a high level of services. It is with this philosophy that our customers are able to see very high rates of return on their investments.

For more detailed information on our collaboration with other organizations, please consult the references provided with our proposal.

3. CAPACITY TO PERFORM

Respondent should state its firm commitment to provide goods or services within the prescribed delivery date and time.

- 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.
 - **NEOGOV Response:** Please refer to Exhibit 3.1.A for our General Product Information, which highlights the products (and other products that we offer) that will perform the requested work. The requested functionality of the products is addressed in 'Exhibit A- Project Scope of Work'.

Please refer to Exhibit 3.1.B for our standard implementation procedures, schedule, customer support information, and security/technical information.

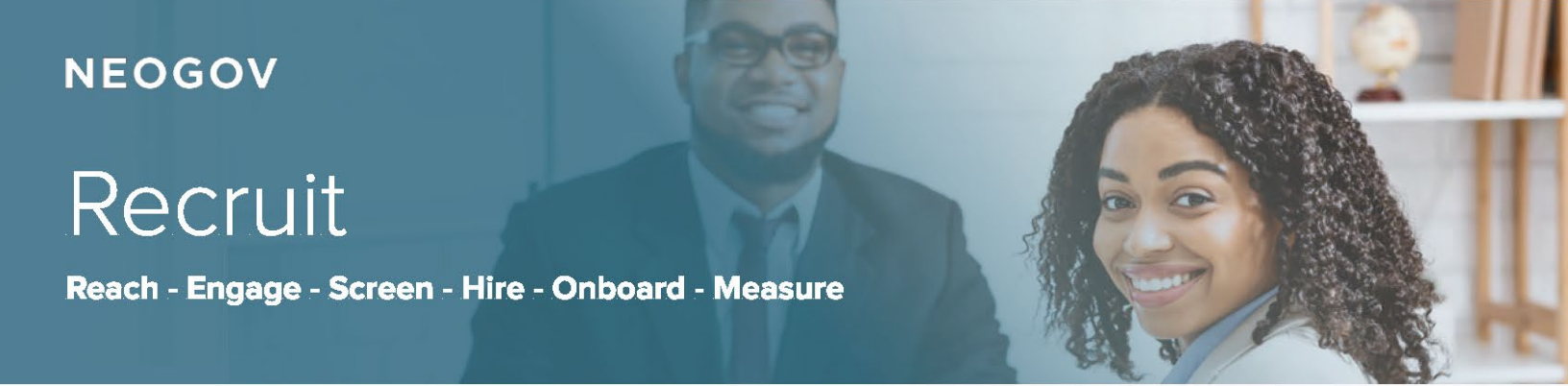
- 3.4 If applicable, Bonding Capacity: Respondent(s) shall provide proof of bonding capacity in a statement addressed to the Entity from a certified bonding company authorized to do business in the State of Texas. The letter must clearly state the amount of Firm's bonding capacity to be reserved for 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.
 - **NEOGOV Response:** N/A.

Exhibit 3.1.A- NEOGOV General Product Information

Begins on next page

Recruit

Reach - Engage - Screen - Hire - Onboard - Measure

A smiling man and woman in business attire. The man is wearing a suit and glasses, and the woman is wearing a light blue blazer. They are both looking towards the camera with friendly expressions.**AT**

Attract | Candidate Sourcing

- **Experience the joy of getting 15% more applicants** without adding to your workload
- **Stop wasting time sending emails one by one** – instead reach hundreds of candidates at once
- **No more guessing which recruitment efforts result in the most applicants** – have the data to actually know the answer

GJ

GovernmentJobs.com | Public Sector Job Board

- **Stop worrying no one will see** your new job postings
- **Feel confident in finding qualified hires** with 177% more success than Indeed and 67% more success than LinkedIn
- **Stop wasting time reaching candidates who aren't interested** in public sector work

IN

Insight | Applicant Tracking & Screening

- **Be proud of how easy it is for candidates to apply for your jobs** with a user-friendly process
- **Stop forcing your processes to work** and instead use a solution that molds to your needs
- **Make screening applicants a breeze** with automation – and fill new positions without breaking a sweat

ON

Onboard | New Hire Onboarding

- **Have peace of mind knowing you're always compliant** with public sector new hire requirements
- **Help new hires feel welcome from day one** with easy access to agency and role-specific resources
- **Give new hires a great first impression** by making it easy for them to complete new hire paperwork

"We went from 200 days average recruitment to 90 days per recruitment; that includes Public Safety, which tends to have a much longer and detailed exam plan."

Deborah Erb, HR Business Analyst, San Luis Obispo County

How We Help You at Each Step of the Recruitment Process

AT Attract **IN** Insight **GJ** GovernmentJobs.com **ON** Onboard

Reach Candidates

- IN** **Create standard and custom** job applications with supplemental questions
- Assign points** to qualifications and questions
- Post job openings** and qualifications online that are mobile-friendly
- Collect exam and application payments** online
- GJ** **Market your jobs to 30M** public sector candidates

Engage Candidates

- AT** **Automatically notify** good-fit candidates of jobs
- Contact past applicants** to apply for new roles
- Tell your story** with custom landing pages for each department or recruitment event
- Collect candidate information** at recruitment events and easily follow up afterwards
- Send automated email campaigns** to candidates in your area

Screen Applicants

- IN** **Auto-score applicants** based on qualifications and application questions
- Screen and/or rank applicants** automatically by residency preference
- Create and export eligible lists**
- Send online canvassing letters** and track their delivery, receipt, and completion
- Let applicants self-schedule** interviews/exams
- Assign stakeholders** to review applicants and add notes at each stage
- Email and text applicants** with status updates
- Track applicant progress** at every step

Schedule Appointment

Application Developer

Choose an appointment date/time:

County Administration Building
100 State Street
Grand City, CA 90927

Tuesday, October 24

10:00AM

11:00AM

2:00PM

Canvass Form

Budget Analyst

Respond by March 31

Availability Statement

☒ I am available for the position described above

☐ I am temporarily unavailable

☐ I am not available because:

☐ _____
☐ _____
☐ _____
☐ _____

How We Help You at Each Step of the Recruitment Process



Attract



Insight



GovernmentJobs.com



Onboard

Hire Employees

IN

Manage background checks

Send digital offer letters to candidates selected for hire

Collect compliant e-signatures on digital offer letters

Signature *

Please sign your name below. Clear



Casey Akers

Cancel Save

Onboard Employees

ON

Set up custom onboarding portals to make new employees feel welcome and showcase your culture

Send digital new hire paperwork to be completed before they start

Auto-populate employee info on new hire forms from their application in Insight

Assign and track new employee tasks and due dates

Pull job descriptions from Insight so new hires know exactly what's expected of them

View individual employee goals from Perform

Onboarding Portal

Welcome to the Team!



Checklist

Review Employee Handbook	☐
Complete Beneficiary Form	☐
Complete Personal Data form	☐
Complete W-4	☐
Watch Orientation Video	☐
Complete Parking Form	☐
Complete Direct Deposit Agreement	☐

Measure Activities

AT

Track recruitment email campaign metrics like opens, clicks, applications, and qualified candidates

Measure which recruitment efforts result in the most hires

IN

Track time-to-hire and compare job posting views to applications received

View and export reports on EEO data and see progress on D&I initiatives

ON

Track progress of onboarding activities by employee and across the organization

Email Campaign Conversion

SENT

590

NOT SENT

13

OPENED

98%

CLICKED

25%

REPLIED

33.33%

FAILED

0%

Develop

Coach - Grow - Manage - Track



Perform | Centralizing and Tracking Evaluations

- **Feel confident that your process is fair** with ongoing employee feedback vs. just once a year
- **Cultivate a culture of engagement and growth** rather than just checking a box
- **Stop struggling with tools that don't fit** your unique public sector processes

"We have seen a transformation with Perform and no longer have a widespread timeliness issue with the completion of evaluations."

Julie Broome, HR Director, Union County



Learn | Training Storage, Creation, and Tracking

- **Eliminate the hassle of managing your employee training** in multiple systems and places
- **Sleep easy knowing employees are up-to-date** on your required compliance training
- **Be confident employees have a clear path to grow** and stay committed to your agency

"The features and functionality of the LMS software have allowed our organization to drastically improve our compliance, engagement, and overall employee experience around training."

Makayle L., Capterra Online Review

How We Enable Your Staff to be Successful in Their Role

PE Perform **LE** Learn

Coach

- PE** **Schedule periodic check-ins** to provide feedback and track progress to goals
- Give employees frequent feedback** on their performance throughout the year
- Collect feedback** from employees, managers, and others for a 360-view of performance
- Create Performance Improvement Plans (PIPs)** for employees based on their role
- LE** **Group training courses** together to create clear learning plans for employees

Grow

- PE** **Set goals** for individual employees, including milestones and deadlines
- LE** **Connect training to performance plans** to support skill development
- Leverage online and classroom courses** and third-party training
- Create your own courses**, bring in existing ones, or choose from a library of 1,000+
- Attach custom quizzes** to learning materials to verify employee understanding

Employee Promotion Survey

SURVEY DETAILS

QUESTION BUILDER

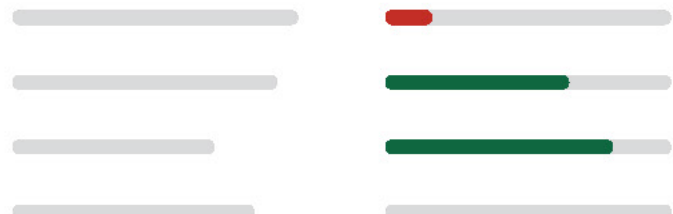
Question 1: Please rate the employee's performance:



Question 2: What are the employee's strengths?

My Goal Tasks

8	2	1	5
Total	On-Time	Behind	Not Started



How We Enable Your Staff to be Successful in Their Role

PE Perform

LE Learn

Manage

- LE** **Keep employees up-to-date** on required training with automated reminders
- PE** **Assign tasks** to employees and automate notifications to remind them of due dates
- Configure performance review** processes by department or position
- Build evaluation templates and rubrics** to score all employees on the same criteria
- Set custom rating scales** and weighted tasks for performance evaluations
- Use the best practice writing assistant** to avoid poorly worded feedback
- Collect e-signatures and automate routing** of changes, approvals, and reviews
- Allow employees to complete and view** their personal and direct report evaluations

Journal Entries for Casey Akers

Casey is on top of her projects and never misses a deadline. She balances a heavy workload, yet is still willing to help out others in the department when needed.

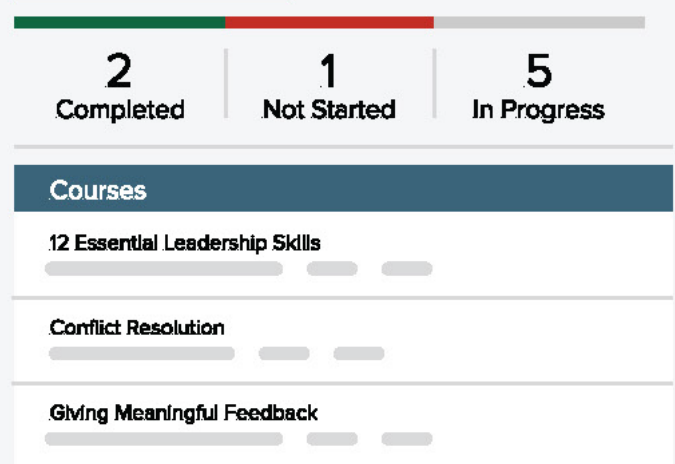
Share with...

- ☒ Employee
- ☒ Manager(s)
- ☐ Direct Manager's Manager

Track

- PE** **Track performance review status** and completion across managers and departments
- See historical information** on goals, journal entries, and evaluations
- Measure what can improve** with goal progress for staff, departments, and the agency
- LE** **Monitor and report on training**, and drill into specific courses, custom fields, and more
- Export reports** on attendance, quiz scores, and completion rates to prove compliance

Supervisor Learning Plan



Manage

Input - Empower - Pay - Measure



HR Core HR | Information & Process Management

- **Get excited to focus on more strategic work** instead of fulfilling tedious employee requests
- **Feel confident** that all your employee information is up-to-date and accurate
- **Don't waste time** re-entering the same employee data in multiple systems

BE Benefits | Benefits Plan Administration

- **Show your employees you care** with the ability to enroll in benefits with their loved ones at home
- **Free up your mind and your time** by automating the flow of information between benefits and payroll
- **Stop worrying** whether plans and offers are accurate for each employee

PR Payroll | Pay Calculations & Distribution

- **Give employees autonomy** with anytime access to pay stubs when they need it most
- **Stop spending countless hours generating payroll** at the end of the pay period, let Payroll calculate it
- **Gain peace of mind** never having to question if calculations are correct or if you're tax compliant

TA Time & Attendance | Time Tracking

- **Show employees you value their time** by letting them view their PTO and request vacation online
- **Never stress about the nuances** of your timekeeping – let the system handle eligibility, entitlement, and FMLA tracking
- **Eliminate the hassle of getting hours to payroll** with time tracking and payroll integration

"We used to do so much manipulation to pull reports that it could take half an hour to get [what] we needed. Now, it takes five minutes and does exactly what we need it to do."

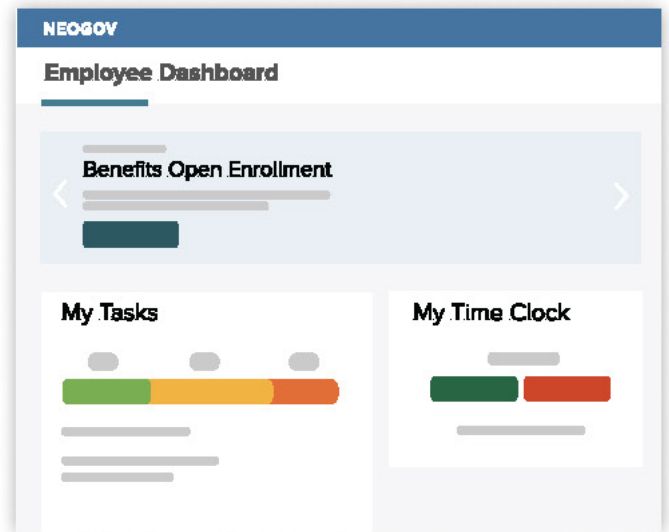
Amada Swanson, HR Generalist, City of West Fargo, ND

How We Help You Simplify the Management of Employee Data

HR Core HR **BE** Benefits **PR** Payroll **TA** Time & Attendance

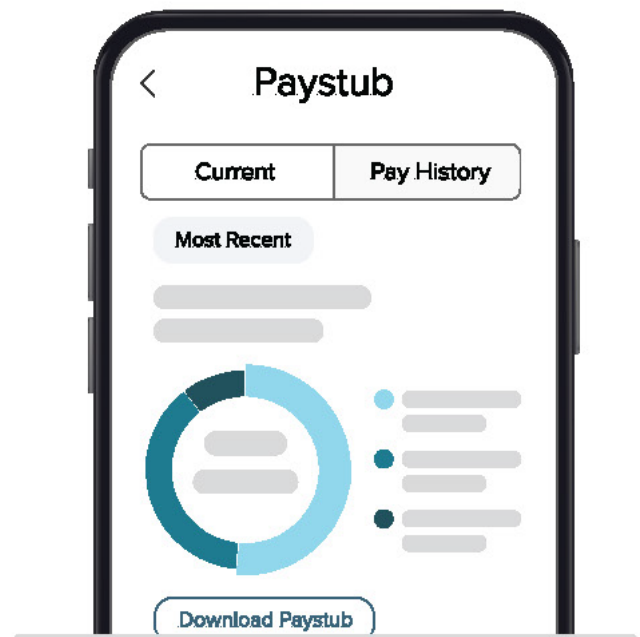
Input

- HR** Enter employee information in one location
- BE** Set up approval workflows for when employees change their information
- PR** Set up pay rates for employees and view pay history
- BE** Insert benefit plans available to employees
- TA** Add schedules and/or automatically collect hours for timesheets



Empower

- HR** Allow employees to enter and update their own information
- BE** Let employees easily enroll in benefits from anywhere
- TA** Give employees freedom to check their bank balances and request time off
- TA** Enable employees to clock in and out from a physical time clock or online
- PR** Allow employees to view pay stubs, update direct deposit info, and download tax forms



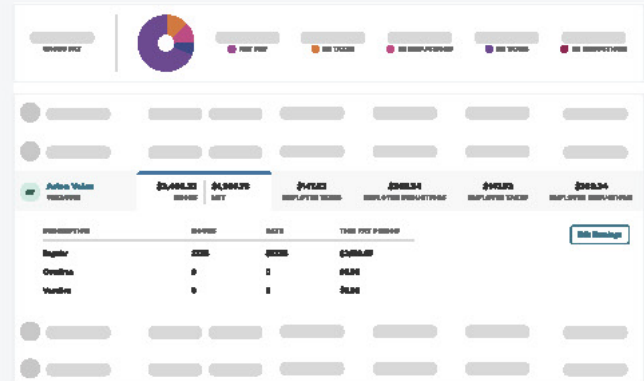
How We Help You Simplify the Management of Employee Data

HR Core HR **BE** Benefits **PR** Payroll **TA** Time & Attendance

Pay

- TA** Automate the collection of hours for timesheets from time clock punches
- Set up approval workflows for timesheets and time-off requests
- Define daily, weekly, or other overtime rules to dynamically calculate overtime in payroll
- PR** Automatically calculate blended rates, even for mid-pay period changes, overtime, and retro pay per employee
- Track taxable wages for benefits that require imputed income
- Generate digital copies of W2s, 1095s, and/or 1094s

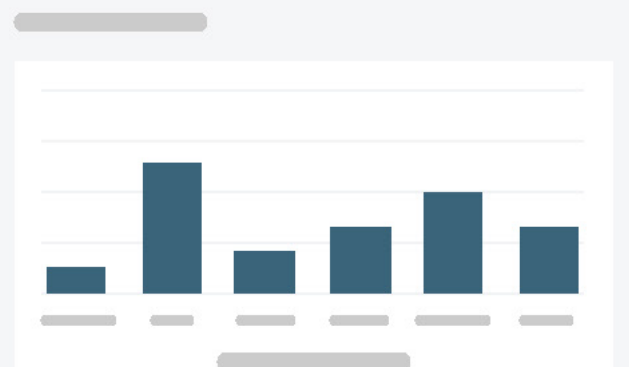
Payroll Exceptions



Measure

- HR** Generate ad hoc and cross-functional reports exportable in Excel or .csv file format
- PR** Set schedules for payroll reports to be automatically sent to stakeholders
- Run payroll reports for auditing purposes before finalizing payroll
- Create charts with ad hoc reporting of cash requirements, for example, and schedule them out

Pay History: Amount



Why **PAYROLL SERVICES?**

Forget starting the new year off by sealing 100's of envelopes

Payroll services will take a lot of heavy lifting off your plate. It will help you with ACH processing, tax filings and year end paperwork. Your agency will still be responsible for reconciliation, 1095/1094 electronic filing, and physical check payments.



Reduce Tedious Tasks

Let us handle the **printing, mailing, and filing** so you can focus on core operations and strategic objectives.



Eliminate Manual Errors

Reducing manual tasks means **nearly eliminating the opportunity for error** in payroll processing.



Ensure Compliance

Our specialists have deep **tax regulation and payroll calculation knowledge**, mitigating compliance risk.

Key Features

ACH Processing

- Direct deposit
- Child support
- Vendor payments

Tax Filing and Payments

- Payroll tax filing and payment
- Quarterly 941 filing & reporting

Year End

- W2 printing & mailing
- 1095 printing & mailing
- W2 filing & reporting

***The deadline for completion of payroll processing by the client is 3 pm ET (12 pm PT) 2 business days prior to the pay issue date. Ex Wednesday at 12 pm PT for Friday's pay issue date.*

Comply

Manage - Organize - Update - Distribute - Track



eForms | Document Storage & Routing

- **Reduce stress** by having all your documents organized and easy to find
- **Rest easy** knowing your personnel files and forms are securely stored
- **Give employees comfort** that their requests are moving through the approval process

“Between all the policy updates, furlough letters, and documents that needed to be signed by employees – eForms has been our most important tool for tracking changes as they are happening.”

Randy Clark, IT Manager, Vernon Hills Park District



Policy | Policy Management & Compliance

- **Feel at ease knowing only one version** of every document exists
- **Don't lie awake at night worrying** if your employees signed off on critical policies and procedures
- **Stop dreading regular policy updates** with tools for easy collaboration

“Our employees are always up-to-date and well-versed in the latest knowledge. Compared to the old-fashioned paper-and-folder technique, this has simplified and streamlined the process considerably. That is priceless to us.”

Jairo R., Human Resources Director, G2 Online Review

How We Help You Manage & Maintain Your Documents

eF eForms

PO Policy

Manage

eF **Convert any existing PDF** into a digital form or create your own from scratch

Set user roles and control permissions to protect sensitive HR data

PO **Import documents** with a simple drag-and-drop interface

Store and manage Microsoft Word, Excel, PowerPoint, PDF, JPEG, HTML, Google Docs, and video files

Control who can view, audit, and edit specific folders, documents, or users

Documents

Casey Akers

Folders > Onboard



I-9



Reverification



W-4



Copy of DL



Copy of SSN



W-2

Organize

eF **Store all completed forms** in individual employee personnel files, including new hire paperwork from Onboard

PO **Organize and tag policies** based on your preferred organizational structure

Easily find policies and procedures with full-text search, folder structures, tagging, and bookmarks

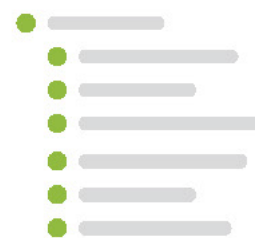
Update

PO **Edit documents using tools you know** with Microsoft Word, Excel, PowerPoint, OneDrive, and Google Drive integrations

Automatically archive old versions of documents so employees can't view outdated information

Schedule recurring reviews for your policies and get automatic email reminders of your review dates

Find Anything



Policies

- Organization Policies
- Department One Policies
- Department Two Policies
- Department Three Policies
- Finance Policies
- HR Policies



How We Help You Manage & Maintain Your Documents



eForms



Policy

Distribute

eF

Allow employees to self-initiate processes and track status to completion

Set up custom routing paths for the review and approval of HR forms

Automatically send HR forms to employees for review

PO

Route documents for collaboration, review, or approval

Automatically notify employees when a policy is revised and requires their signature

Compare versions of a document side-by-side with color-coded highlighting

Allow employees to search, view, and sign policies from any device

Self Service Portal

Casey Akers

Life Events Update >

Overnight Parking >

Update Contact Info >

Direct Deposit >

Update Beneficiary >

Emergency Contact >

Update W-4 >

Update I-9 >

Track

eF

Automate the submission, tracking, and approval of HR forms

Collect e-signatures on HR forms

PO

Collect e-signatures on critical policies and procedures

See outstanding items like missing signatures to keep employees accountable

View a complete audit trail of changes throughout a document's lifecycle

Sexual Harassment Policy

Enter your Username and Password to sign this document.

Username

Password

Sign

Cancel

Integrations

Our flexible API makes it **easy to integrate the NEOGOV platform with any software** so you can enhance the capabilities of the NEOGOV platform and boost the productivity of your agency. Below are just a few of the most commonly used integrations available to you.

Document Management

Laserfiche®

MCCI

Consulting

accenture

ERP

CGI

OPENGOV

HRIS

CIVILTIME
management

UKG

Employment Screening

accurate.

AccuSource

Alliance 2020
Vision through Insight

assurehire

Checkr

ChoiceScreening

ESR
EMPLOYMENT SCREENING RESOURCES

FIRSTCHECK
APPLICANT SCREENING

InfoMart

QUICK SEARCH
A WORKFORCE LOGIC COMPANY

ScreeningOne®

Sterling

Universal
BACKGROUND SCREENING

verified First

Employment Testing

biddle
opportunity. for all.

eSkill

SKILLCHECK
A CareerVital Solution

.SHL.

Services

OUTSAIL

textio

Don't see what you're looking for?

To see all our integrations, visit neogov.com/marketplace.

Proposed HRIS Implementation

To achieve project success and to ensure both effective and timely implementation of your system, NEOGOV utilizes a dedicated professional services team and a tested and proven implementation approach. This approach is designed to provide the most efficient and effective implementation while producing maximum user adoption and ongoing project success.

As part of the implementation process, NEOGOV utilizes a pod implementation approach that effectively manages and streamlines the implementation. For all implementations, NEOGOV is proud to offer implementation experts who will be specifically tasked with working on your project for the duration of your system implementation experience.

HRIS Full Suite Team (3-4 Modules)

- Project Manager
- CoreHR Implementation Consultant
- Benefits Implementation Consultant
- Time & Attendance Implementation Consultant
- Payroll Implementation Consultant
- Data/EDI Specialist

Adhoc Team (1-2 Modules)

- Project Manager
- Implementation Consultant(s)
- Data/EDI Specialist

Kickoff

During the project kickoff you will meet your assigned Project Manager to review roles, responsibilities, and expectations of the project partnership. Your Project Manager will begin to gather some initial information about your organizational priorities, needs and expected outcomes.

Data Consultation/Education

Prior to beginning your implementation it's important to understand the data needs of the HRIS system and the implementation in general. To ensure that you are prepared to make decisions around your data and data gathering a data consultation will take place. During this consultation we will review the organizational model requirements of HRIS and how these data attributes drive in cross-functional modules. If you are already active with a NEOGOV product, we will assess this data to advise on any possible adjustments needed to make your data compatible with HRIS. Key decision makers and internal data representatives should be present for this discussion. At the conclusion of this discussion your internal teams may begin to work through data extraction from legacy systems.

Discovery

The Discovery phase of the project is the most critical phase of the project as it is during this phase that your system requirements are defined. It is important that key stakeholders from your organization are present to ensure that clear and accurate details are captured.

Examples of key stakeholders who should be involved are Human Resources, Payroll, Finance, Benefits Admin and IT. Discovery sessions will take place 2x weekly until all aspects of the purchased products

have been thoroughly vetted.

Data

At the conclusion of the Discovery phase, you will move into the Data phase of the project. During this phase your assigned Data Specialist will begin to work with your organization to collect the initial seed data needed to support your implementation. It is important that clean accurate data is provided as the data sent to your system sets the stage for the subsequent configuration. Active implementation cannot begin until the seed data has been loaded and validated by your organization.

Scope

Now that requirements and data gathering have been completed, your implementation team can define the project scope and finalize the project timeline. Your project scope will outline the configuration plan for each product and the expected timeline to complete the configuration, testing and launch of the system. Upon sign off of the Scope and Timeline you will move into Active Implementation.

Active Implementation

Your implementation team will now be focused on executing your system requirements. Active Implementation is all about system configuration, IC level testing and admin training. During this stage of the implementation, you will continue to meet with your team weekly for status updates, set up review and training to prepare for Testing/Parallels.

Additionally, the remaining required data needed to send the system must be delivered for importing. It is important to note that it is not uncommon that during this phase of the project additional clarification and/or details may be requested.

Testing/Parallels

We have now reached the exciting step of seeing our work come together. It's time for your organization to begin to test the configuration and functionality of the purchased products. During this phase of the project, we will complete parallels against legacy system to ensure that all aspects of the system are calculating and operating as expected. This phase of the project is an extremely hands-on phase for your organization. Key stakeholders for your Human Resources, Payroll, Finance, Benefits and IT should be included in the testing and parallels process. It is at the conclusion of this stage that a Go - No Go Decision is made.

Pre-Launch

If we have made it to Pre-Launch, we have cleared our success criteria and we are ready to deploy your system build to your production environment. It is at this point that you will most likely need to generate and provide refreshed employee-related data files to seed your production system with the most up to date data from your legacy systems. Rapid turnaround of this data will reduce gaps in your data and delays in your launch. Black out for data process will begin and all changes to TMS and/or HRIS will be held for post black out processing. Any final setup refinements may be completed.

Launch

We are now positioned for LAUNCH! Your build will be deployed to your production environment and your refreshed data files will be loaded to your production environment. Your implementation team will complete some final production level setup tasks, production level testing and HRIS/TMS integration. Once complete you will process your held changes, and your internal rollout process may begin. Shortly after launch you will start using NEOGOV to capture Time activity and process your 1st payroll. You will

remain w/your implementation team for appx. 30-days post Go Live.

Customer Support

After your implementation has been completed and you have successfully processed appx 2-3 active payrolls you will now be ready to transition to NEOGOV Customer Support. NEOGOV Support will become your day-to-day contact and aid as needed.

Project Commitment

Implementation of any software is a significant and sensitive commitment for all parties. It's important to ensure that all key stakeholders and subject matter experts can be fully invested during the project. Avoiding competing initiatives, significant absences of key resources and timely delivery of information and decisions will ensure project milestones are met and overall project timeline integrity is maintained. NEOGOV provides you with a dedicated team during your assigned project period and significant delays to the project can affect the availability of these resources outside the planned project period. As illustrated below, NEOGOV resources remain fully dedicated to the project during the project period. Customer engagement during the project period, while constant, is significantly higher during the beginning and end phases.

	Discovery, Data & Scope	Active Implementation	Testing/Parallel	Pre-Launch & Launch
Customer	Significant Engagement	Moderate Engagement	Significant Engagement	
NEOGOV IC(s)	+ Significant Engagement +			
NEOGOV Data & Integrations	Data →	Integrations →		
NEOGOV Payroll Services & Customer Support			Payroll Services (if applicable) →	Customer Support →

Who We Will Bring

Account Executive (AE)

- Ensure alignment with contractual agreements
- Future product and integration contracts
- Ensure overall satisfaction it is met in your product purchase.

Project Manager

- Manage project scope, risks, and timelines
- Schedule and leads project meetings
- Serve as the primary contact throughout implementation

Implementation Consultant(s)

- Data Specialist & Product Subject Matter Expert for each purchased product
- Support working sessions, validates configuration and supports training throughout

implementation

- Provide guidance on HRIS product implementation & best practices for implementing products
- Serve as the secondary contact throughout implementation

Who You Should Bring

Project Sponsor

- Responsible for overall success of the project
- High-level engagement throughout project
- Authority to drive internal prioritization to maintain project timeline integrity
- Internal and external resource for project risks

Project Lead/Owner

- Facilitate internal discussion and fact gathering to support requirements gathering
- Ensure accountability for on-time deliverables for all members of your project team
- Manage deliverables to ensure overall project timeline integrity is being met
- Coordinate project team and ensures tasks are completed on time
- Attend all scheduled meetings

Project Team

- Project Team should include a SME from each area of your operation
- Human Resources/Benefits Administration/Payroll/Finance/IT/Data
- Provide requested details on all operational processes and functional needs of the system
- Participate in all project calls

Proposed TMS Project Implementation

Overview

To achieve a high level of project success, and to ensure both an effective and timely implementation for our agencies, NEOGOV utilizes a dedicated professional services team and a tested and proven implementation approach. This approach has been continually refined and is designed to provide the most efficient and effective implementation while producing maximum user adoption and ongoing project success.

As part of the implementation process, NEOGOV incorporates a staged implementation approach which is designed to effectively manage and streamline the process. This staged implementation approach is in the style of train the trainer. For all implementations, NEOGOV is proud to offer an implementation expert to facilitate the process.

Agency Staffing Requirements

Per implementation, customers are responsible for organizing a team consisting of at least one project manager and one system administrator who will work with agency staff and NEOGOV during the project. The project manager should be familiar with project plans and understand the tasks associated with managing a team, working with a timeline, and interacting with an external vendor. The system administrator is typically a Human Resources staff member who is familiar with internal processes (recruitment, training and development, new hire orientation, etc.).

NEOGOV recommends **1-3** primary system administrators, with **1-2** back-ups in the event of vacation, leave, etc. The system administrator(s) should attend all status check-ins with the NEOGOV implementation consultant. You may include IT in these meetings, but this is optional.

The system administrator(s) should be familiar with using a computer and Google Chrome. Within the team there should be an understanding of the existing processes as the team will be responsible for reviewing and revising, where necessary, the existing processes to incorporate NEOGOV

Before You Begin

Prior to the scheduled project kick-off meeting, the NEOGOV Implementation Consultant will deliver a series of documents to the customer Project Manager, including the Implementation Workbook, access to GuideCX (project management platform) and the Pre- Implementation Questionnaire. These provide a checklist of each of the tasks, responsibilities, and timelines associated with each of the deliverables.

NEOGOV recommends a weekly status check-in between the Implementation Consultant and customer Project Manager and System Administrator(s) to review accomplished activities, completed deliverables, upcoming deliverables, and functionality questions.

At the kick-off meeting, NEOGOV will review the project implementation timeline with the customer and both parties will agree upon a Go-Live date. This meeting is used to clearly define the roles, responsibilities, deliverables, and tasks as laid out in this proposal, in addition to presenting a high-level overview of the system.

Contingency timeframes are always incorporated into the project plan to allow for some project timeline fluctuation. Each of the major deliverables in the timeline incorporates roughly a **10%** contingency estimate added to each activity. Based on the overall timeline requirements and NEOGOV's extensive history working with public sector and education agencies delivering this type of solution, we are confident that the timeline (including safe contingency planning estimates) will be successfully completed on time and within budget.

Depending on the product being implemented, the implementation process can take anywhere from **8-15** weeks, depending on how many varying processes the organization utilizes as well as time commitment from the system administrator(s).

A NEOGOV implementation consultant is assigned to your implementation and will serve as your point of contact to answer any of your questions and provide guidance. Your consultant will serve as your subject matter expert and is available to help and provide best practice advice on system functionality throughout the project.

Internal Process Analysis

Before the project kick-off, it is important to consider your processes. Having your processes defined will help determine how you will configure your system, as well as help your NEOGOV implementation consultant know which features to utilize to achieve your process goals. General questions to consider:

- Are you centralized or decentralized?
- Do managers play any part of the process?
- Are you looking to re-do any or all parts of your processes?
- Do you have buy in from your unions, end-users, executive teams, etc?

- How are you currently processing employees?
- What is your end goal with implementing NEOGOV?
- How are you planning on managing your data?
- Do you have a system or records?

NEOGOV has included the implementation timeline and deliverables in the Sample Implementation timeline below. Please note that the steps may vary per product. This proven installation approach is as follows:

Stage I Project Kick- Off

This stage consists of the project kick-off call that should be attended by the customer project manager, system administrators, and any other stakeholders responsible for configuring the system.

During this stage you will review your findings from the Internal Process Analysis step (see above) as well as system goals with your dedicated NEOGOV Implementation Consultant.

This will assist your NEOGOV implementation consultant to be equipped with details about your process to advise you on the best, most relevant configuration options for your system. In addition, this allows us the opportunity to work with you to identify areas of workflow improvements that we can suggest to ensure you get the most possible out of the project.

Meeting Agenda

- Introductions
- Overview of System
- Discussion of Project Timeline and GuideCX
- Discussion of System Administration Training and Train the Trainer sessions
- Discussion of Project Roles and Assignments
- Discussion of Community (online training center)
- Review Pre-Implementation Questionnaire
- Question and Answer

After the kick-off meeting, your NEOGOV implementation consultant will send you your login credentials.

Data Gathering

To further set your team up for success, NEOGOV recommends a data gathering phase after your kick-off call. Use this time to gather all forms and materials needed for the implementation.

Stage II System Configuration

During this stage the customer system administrators are responsible for dedicating time to learn and configure the product, with the guidance of your NEOGOV Implementation Consultant. With our train the trainer approach, it is vital for the system administrator(s) to commit to learning the system, which will ultimately set your team up for success. With this approach, our customers become Subject Matter Experts themselves and will be self- sufficient after Go-Live.

Self-Paced System Training

In addition to the guidance provided by our in-house Implementation Consultant, NEOGOV also provides online user guides and tutorials to assist you in the set-up of the system and management of the project. Additional training includes:

- Online User Guides – The online user guides cover in-detail the capability, functionality, and linking throughout the system. The user guides are broken down by topic for ease of use. The user guides are available on any NEOGOV screen by clicking the 'Help and Feedback' link. The online user guides function much like standard help guides wherein the help documentation is available online and interactive including text and topic searching, indexes throughout the document.
- Tutorials – NEOGOV offers a series of video tutorials that progress sequentially for an intuitive learning experience. It is recommended to watch all modules to learn the full functionality of the system. Your NEOGOV implementation consultant will direct you to specific tutorials throughout the system configuration phase. Each of these series include multiple modules covering a range of common actions.

Configuration

With the assistance of your NEOGOV Implementation Consultant and using the tutorials and online user guide as a reference, you will configure the system. Depending on which product you are implementing, you will configure various features.

Your NEOGOV implementation consultant will advise you with best practices to create streamlined and automated processes.

Stage III System Validation

Upon completion of configuration, you will begin system validation, during which your system administrator(s) will test all aspects of your system. This stage is vital to the success of your deployment of NEOGOV.

Test System

A thorough system validation ensures that the system is configured and ready to support the needs of your organization. Your Implementation Consultant will review the system validation process with you once you have completed configuration.

We encourage you to be intensely engaged and creative. As you test, consider various scenarios that might arise. Once testing is complete, your Implementation Consultant will review the test results with you and help advise on how to adjust any necessary settings before moving on.

Employee Data Import (Optional)

Part of the system validation stage is the Employee Data Import. This step is to upload your existing employee population into the NEOGOV system. Depending on which product you implement, this is an optional step as it is not required to have all existing employees in the system.

Your NEOGOV implementation consultant will provide you with an Employee Workbook with the following fields:

- Employee Name
- Employee Number
- Email Address

- Start Date
- Department Code and Title
- Division Code and Title
- Class Code and Title
- Position Code and Title
- Direct Manager Employee Number

Once received, your NEOGOV implementation consultant will import your data into NEOGOV.

Stage IV - Deployment

During this stage you will attend the production review call to wrap up the implementation, activate your users, conduct end-user training for managers and HR staff that will be involved in your processes. Please use the Production Review Checklist (found in the Implementation Workbook) to ensure system readiness before moving through the rest of this stage.

Production Review Call

You will attend the production review call once your system is configured, tested, and if you choose, all employee data has been uploaded. The purpose of the production review call is to have your consultant review your set-up to ensure everything is configured to work exactly as you intend for it to work. The first part of the call is to review the Production Review Checklist. The checklist contains the required as well as optional features in the system that will be reviewed with your NEOGOV Implementation consultant. This acts as a final check-through of your system before Go- Live.

The second part of the production review call consists of the Customer-Led demo. The system administrators will conduct a demo to ensure the administrators are comfortable with using the system and know where to navigate to use key features and functions. This is by no means a test.

Upon completion of the production review call, you are marked as **Live**: meaning you have finished the implementation and are ready to use the system.

End-User Training

This step is optional, but NEOGOV highly encourages customer system administrator(s) to conduct end-user training for any employees, managers, department heads, IT, HR staff, or others that will be utilizing the system. NEOGOV recommends that the system administrator(s) customize the NEOGOV employee and manager user guides (found in our online help center) to your specific process.

In addition, NEOGOV recommends the system administrator(s) create PowerPoint presentations and conduct several **2**-hour sessions for end users to learn how to use the system. You have the option of having a NEOGOV trainer create the training PowerPoints as well as lead the session at an additional cost.

Launch NEOGOV (Go-Live)

Once all users are trained, and the production review call is complete, you may begin using NEOGOV. Your NEOGOV implementation consultant will be your main point of contact post- go-live for **30** days to ensure a smooth rollout.

At that point, you will be transferred to our Customer Support Team. NEOGOV has a team of experienced professionals ready to help answer your questions by phone, email, or by logging in a case with our Help Desk. Our live Customer Care Team is available from **6:00 AM to 6:00 PM** (Mountain), Monday through Friday (excluding NEOGOV holidays). During these phone support hours, you have an unlimited number of calls available. If you call outside of these hours, or if all our representatives are busy, simply leave a

message and your call will be returned once a team member is available. You can expect a response in 24 hours or less.

There is no charge for calling into the Customer Support Team for help. Additional fees may apply if you choose to purchase additional onsite training in the future or decide to attend the annual User Conference.



Ongoing Support

Joining the NEOGOV Community gives you access to NEOGOV's expert support team and connects you to a network of thousands of education HR professionals.

Customer Support

NEOGOV has a team of experienced professionals ready to help you learn about our products and answer your questions by phone, email, or logging a case. Our live Customer Care Team is available from 6:00 AM to 6:00 PM (Mountain Time), Monday through Friday (excluding NEOGOV holidays). During these phone support hours, you have an unlimited number of calls available. If you call outside of these hours, or if all our representatives are busy, simply leave a message and your call will be returned once a team member is available.

Applicant Support

Our highly trained applicant support professionals are available for live consultation with applicants to resolve technical issues. Our live Applicant Support Team is available from 6:00 AM to 6:00 PM (Mountain Time), Monday through Friday (excluding NEOGOV holidays). If a call is received outside of these hours, or if all our representatives are busy, the caller can press a button to request a callback.

Implementation Support

NEOGOV's team of skilled Product Implementation Consultants (many of whom are former HR professionals) are here to help you successfully deploy our products. You'll be assigned an Implementation Consultant to guide you through learning and configuring our products. Rather than a one-time software trainer with limited interaction, your consultant will serve as your Product Subject Matter Expert, providing you with best practice advice during the entire implementation project.

Professional Services

Our Professional Services offer customers the opportunity to seek support with a senior Customer Success Specialist or Trainer for a more tailored approach. These services, such as customized training, ensure you understand how to use our products and how to align your processes with the full spectrum of available functionality.

Free Training

NEOGOV provides several free training options to assist our customers in becoming product experts. You can find all the options in our Community Training page linked [here](#). Please note that you must be logged into your NEOGOV account to access the Community.

TRAINING MATERIALS AND USER GUIDES

- Available 24/7 in the NEOGOV Community: community.NEOGOV.com/training
- Gain product knowledge with our e-learning materials, training videos, user guides and webinar sessions
- All user guides are available for download

ONE-ON-ONE SPOT ASSISTANCE WITH CUSTOMER SUCCESS

- 30-minute appointments available for booking with a Product Specialist
- Get individual assistance about one specific feature or function

NEOGOV UNIVERSITY

- Remote learning platform for new and long-time customers to deepen product knowledge
- The self-paced courses are designed to supplement implementation training to get the most out of your product after it is live
- Please note that not all belts are available for all products

STEP UP SERIES

A series of instructor-led, virtual product training sessions hosted each week. Each event will cover anything from best practices, new features, functionality, and more!



*Let's Get Technical!***SUPPORT SERVICE LEVELS**

We take all of your support requests very seriously. In order to ensure all your phone and online bug reports are appropriately addressed, we confirm all requests through case receipts. These case receipts are promptly shared with you. A NEOGOV employee will discuss and review the ticket with you to assess priority. After internal investigation, we'll update you with a resolution timeline.

HOSTING & SECURITY

NEOGOV places a priority on data security and implements industry-leading protection and resilience measures including, but not limited to:

INFRASTRUCTURE	SECURITY
Tier 3 fully redundant Data Centers located in different geographic zones	Best in class Endpoint Protection Platform (EPP)
No single point of failure	IDS/IPS
Multiple biometrics required for physical access	Automated and manual penetration testing
SOC1 type 2 certified Data Centers	Bug bounty program
Portable IP block accessible across multiple locations	Automatic DoS and DDoS preventative measures
Resilient routing using BGP across multiple ISPs	Application aware firewall filtering and AV scans
Latest Cisco UCS and EMC hardware	Only TLS1.2 ciphers allowed
COMPLIANCE	Inbound packet inspection
SOC2 type 2 certified	Multi-vendor firewalls
NIST 800.53 aligned	Data encryption in transit
PCI-DSS self-certified	Data encryption at rest using AES256

4. FINANCIAL STABILITY

Respondent shall provide a statement that includes the following:

- 4.1 A full disclosure of any events, liabilities, or contingent liabilities that could affect Respondent's financial ability to perform this contract; and
 - **NEOGOV Response:** We maintain Technology Services Errors and Omissions Insurance, which includes, inter alia, coverage for: Breach of Contract, Sub-Contractor Vicarious Liability, IP Rights Infringement and Defamation, Regulatory Costs and Fines. The coverage is in the amount of \$5 million for each claim and \$5 million in the aggregate.
- 4.2 Other financial information sufficient for the Entity, in its sole judgement, to determine if Respondent is financially solvent or adequately capitalized.
 - **NEOGOV Response:** NEOGOV can provide financial records and statements upon signed NDA or Award of Contract. Please contact Bids@NEOGOV.net for details.

5. LEGAL ACTIONS

- Provide a list of all pending litigation and include a brief description of the reason for legal action (if applicable).
 - **NEOGOV Response:** Not applicable.

NEOGOV Response: Please see the following Exhibits for NEOGOV's Legal Response:

- Exhibit 5A- Service Level Agreement (SLA)
- Exhibit 5B- Service Level Warranties
- Exhibit 5C- NEOGOV Exceptions

Exhibit 5A- Service Level Agreement (SLA)

SERVICES AGREEMENT

V011025

You agree that by placing an order through a NEOGOV standard ordering document such as an “Order Form”, “Service Order,” “Ordering Document,” “SOW” or other document mutually agreed by the parties detailing the services, pricing and subscription term (each, an “Order Form” for purposes of this Agreement), you agree to follow and be bound by the terms and conditions set forth herein. “Governmentjobs.com”, “NEOGOV”, “we”, and “our” means Governmentjobs.com, Inc. (D/B/A/ NEOGOV), for and on behalf of itself and its subsidiaries PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, “NEOGOV” and, where applicable, its other affiliates; “Customer”, “you”, “your” means the NEOGOV client, customer, and/or the subscriber identified in the Order Form).

“Services Agreement” or the “Agreement” shall be used to collectively refer to this NEOGOV Services Agreement, documents incorporated herein including the applicable Order Form, each Addendum (as applicable), and Special Conditions (if any). “Addendum” means each Addendum set forth either as an Exhibit hereto or otherwise made available at <https://www.NEOGOV.com/service-specifications> (the “NEOGOV Site”) and, as applicable, made a part of this Agreement. “Special Conditions” means individually negotiated variations, amendments and/or additions to this Service Agreement of which are either drafted, or incorporated by reference, into the Order Form.

1. Provision of Services. Subject to the terms of this Agreement NEOGOV hereby agrees to provide Customer with access to its SaaS Applications and Professional Services (each defined below) included or ordered by Customer in the applicable Order Form (collectively referred to as the “Services”). In addition, to the extent NEOGOV provides Customer with access to additional NEOGOV software in order to access Customer Data (as defined below) or otherwise enhance product implementation or functionality, Customer’s use of such software will be deemed to be part of the Services and the terms and conditions of this Agreement shall apply. Customer hereby acknowledges and agrees that NEOGOV’s provision and performance of, and Customer’s access to, the Services is dependent and conditioned upon Customer’s full performance of its duties, obligations and responsibilities hereunder. This Agreement entered into as of the earlier of: (i) date of your signature on an applicable Order Form; or (ii) use of the Services commences (the “Effective Date”). The Agreement supersedes any prior and contemporaneous discussions, agreements or representations and warranties.
2. SaaS Subscription.
 - a) Subscription Grant. “SaaS Applications” means each proprietary NEOGOV web-based software-as-a-service application that may be set forth on an Order Form and subsequently made available by NEOGOV to Customer, and associated components as described in any written service specifications made available to Customer by NEOGOV (the “Service Specifications”). Subject to and conditioned on Customer’s and its Authorized Users’ compliance with the terms and conditions of this Agreement, NEOGOV hereby grants to Customer a limited, non-exclusive, non-transferable, and non-sublicensable right to (i) onboard, access and use, and to permit Authorized Users to onboard, access and use, the SaaS Applications specified in the Order Form solely for Customer’s internal, non-commercial purposes; (ii) generate, print, and download Customer Data as may result from any access to or use of the SaaS Applications; and (iii) train Authorized Users in uses of the SaaS Applications permitted hereunder (these rights shall collectively be referred to as the “SaaS Subscription”). “Authorized Users” means (1) Customer employees, agents, contractors, consultants (“Personnel”) who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Services Agreement and (2) for whom access to the Services has been purchased hereunder. You shall not exceed the usage limits (if any) as detailed in the user tier in the applicable Order Form. You may not access the SaaS Applications if you are a direct competitor of NEOGOV or its affiliates. In addition, you may not access the SaaS Applications for purposes of monitoring their availability, performance, or functionality, or for any other benchmarking or competitive purposes. You shall be responsible for each Authorized User’s access to and use of the SaaS Applications and compliance with applicable terms and conditions of this Agreement.
 - b) Subscription Term. Unless otherwise specified in an applicable Order Form, SaaS Subscriptions shall commence on the Effective Date and remain in effect for twelve (12) consecutive months, unless terminated earlier in accordance with this Agreement (the “Initial Term”). Thereafter, SaaS Subscriptions shall automatically renew for successive twelve (12) month terms (each a “Renewal Term” and together with the Initial Term, collectively, the “Term”) unless a party delivers to the other party, at least thirty (30) days prior to the expiration of the Initial Term or the applicable Renewal Term, written notice of such party’s intention to not renew the SaaS Subscriptions, or unless terminated earlier in accordance with this Agreement. The Term for the Services is a continuous and non-divisible commitment for the full duration regardless of any invoice schedule. The purchase of any Service is separate from any other order for any other Service. Customer may purchase certain Services independently of other Services. Your obligation to pay for any Service is not contingent on performance of any other Service or delivery of any other Service.
3. Customer Responsibilities.

- a) Managing the Subscription. Customer may use the Service in a manner consistent with the terms of this Agreement. Customer will provide NEOGOV all information needed to process the Order Form to activate the subscription and provision the Service to the Customer.
 - b) Managing Authorized Users. Customer is responsible for managing the Authorized Users on its account on the Service.
 - i) Invitations and Permissions. Customer is responsible for determining which persons to invite to join the Customer's account on the Service and for all actions by Authorized Users on Customer's account on the Service. Customer is solely in control of the individual permissions on the Customer's account.
 - ii) Customer Obligations. Customer must: (A) obtain any rights, permissions, or consents that are necessary for the Authorized User's lawful use of Customer Data and the operation of the Service; (B) ensure that the transfer and processing of Customer Data under the Agreement is lawful; and (C) respond to and resolve any dispute with an Authorized User relating to or based on Customer Data, the Service, or Customer's failure to fulfill its obligations under the Agreement or applicable law. Customer will not, and will ensure its Authorized Users do not (a) make any of the Services available to anyone other than Authorized Users or use any Services for the benefit of anyone other than Customer and its Authorized Users, unless otherwise agreed in writing by the parties, (b) sell, resell, license, sublicense, distribute, make available, rent or lease any of the Services, or include any of the Services in a service bureau or outsourcing offering, unless otherwise agreed in writing by the parties, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of the privacy rights, publicity rights, copyright rights, or other rights of any person or entity, (d) use the Services to store or transmit code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses, (e) interfere with or disrupt the integrity or performance of the Services (including, without limitation, activities such as security penetration tests, stress tests, and spamming activity), (f) attempt to gain unauthorized access to the Services or its related systems or networks, (g) disassemble, reverse engineer, or decompile the Services, or modify, copy, or create derivative works based on the Services or any part, feature, function or user interface thereof, (h) remove the copyright, trademark, or any other proprietary rights or notices included within NEOGOV Intellectual Property and on and in any documentation or training materials, or (i) use the Services in a manner which violates the terms of this Agreement, any Order Form or any applicable laws.
4. Professional Services. "Professional Services" shall mean professional services purchased by Customer as detailed in an applicable Order Form or NEOGOV Scope of Work (SOW) describing the work to be performed, fees, and any applicable milestones, dependencies, and other technical specifications or related information. Professional Services include training, set-up, implementation, and best practices of and concerning the SaaS Applications. Professional Services are subject to the terms of the Professional Services Addendum made available on the NEOGOV Site and made a part hereof and may be subject to additional terms pursuant to an SOW and Service Specifications describing, if applicable, the work to be performed, fees, and any applicable milestones, dependencies, and other technical specifications or related information. Order Forms or SOWs must be signed by Customer before NEOGOV shall commence work. If Customer executes a separate SOW, this Agreement and documents incorporated herein (including but not limited to the Professional Services Addendum) shall control in the event of a conflict with the terms of the SOW.
5. Payment Terms.
- a) Fees. Customer shall pay all Subscription, Onboarding and Set-Up fees ("Subscription Fees") and Professional Service fees ("Professional Service Fees", collectively the "Fees") as set forth in an Order Form within thirty (30) days of the date of NEOGOV's invoice. Fees shall be invoiced annually in advance and in a single invoice for each Term. Unless explicitly stated otherwise in an Order Form, all payments due under an Order Form are expressed in and shall be paid in U.S. dollars. Invoices shall be delivered to the stated "Bill To" party on the Order Form. Unless explicitly provided otherwise, once placed the Order Form is non-cancellable and sums paid nonrefundable. Any invoiced amount that is not received by NEOGOV when due as set forth in an Order Form will be subject to a late payment fee of 1.5% per month or the maximum rate permitted by law, whichever is lower. If any amount owing by Customer is more than 30 days overdue, NEOGOV may, without limiting its other rights and remedies, suspend the Services until such amounts are paid in full. If Subscription Fees are based upon the Authorized User or employee count as may be specified in an Order Form, Customer shall owe NEOGOV supplemental Subscription Fees to the extent Customer exceeds the number of Authorized Users or employees set forth in the Order Form. Except as otherwise specifically stated in the Order Form, NEOGOV may change the charges for the Services with effect from the start of each Renewal Term by providing Customer with new pricing at least thirty (30) day notice prior to commencement of a Renewal Term. The new pricing shall be deemed to be effective if Customer (a) returns an executed Order Form to NEOGOV, (b) remits payment to NEOGOV of the fees set forth in the invoice referencing the new pricing, or (c) the Customer or any of its Authorized Users access or use the Services after the expiration of the previous Term.
 - b) Taxes. Customer will pay all taxes, duties and levies imposed by all federal, state, and local authorities (including, without limitation, export, sales, use, excise, and value-added taxes) based on the transactions or payments under this Agreement, except those taxes imposed or based on NEOGOV's net income or those exempt by applicable state law. Customer shall provide NEOGOV with a certificate or other evidence of such exemption within ten (10) days after the Effective Date of this Agreement and thereafter upon NEOGOV's request therefor.

- c) Purchase Orders. Any reference to a purchase order in an Order Form or any associated invoice is solely for Customer's convenience in record keeping, and no such reference or any delivery of services to Customer following receipt of any purchase order shall be deemed an acknowledgement of or an agreement to any terms or conditions referenced or included in any such purchase order. If a purchase order is delivered by Customer in connection with the purchase of Services, none of the terms and conditions contained in such purchase order shall have any effect or modify or supersede the terms and conditions of this Agreement. NEOGOV's failure to object to terms contained in any such purchase order shall not be a waiver of the terms set forth in this provision or in this Agreement.

6. Term and Termination.

- a) Term. This Agreement shall commence on the Effective Date and shall remain in effect until all SaaS Subscriptions have expired and/or both parties have achieved full performance of Professional Services, unless it is terminated earlier in accordance with this Agreement.
- b) Termination for Cause; Effect of Termination. Either Party may terminate this Agreement immediately if the other is in material breach of this Agreement and such breach is not cured within thirty (30) days following non-breaching party's written specification of the breach. NEOGOV may suspend the Services or terminate this Agreement immediately in the event the Services or Customer's use of the Services provided hereunder pose a security risk to the Services, NEOGOV or any third party, or become illegal or contrary to any applicable law, rule, regulation, or public policy. Upon expiration or any termination of this Agreement, Customer shall cease all use and refrain from all further use of the Services and other NEOGOV Intellectual Property. Additionally, Customer shall be obligated to pay, as of the effective date of such expiration or termination, all amounts due and unpaid to NEOGOV under this Agreement. Unless otherwise specified, following 90 days after expiration or termination of the Agreement NEOGOV may remove Customer Data from NEOGOV Services and without Customer consent or notice.

- 7. Audit Rights. Upon reasonable notice, NEOGOV or its agent shall have the right to audit Customer's records relating to its compliance with this Agreement. Customer shall cooperate fully with this audit. If any audit conducted under this Section indicates that any amount due to NEOGOV was underpaid, Customer shall within three (3) business days pay to NEOGOV the amount due. All expenses associated with any such audit shall be paid by NEOGOV unless the audit reveals underpayment in excess of five percent (5%), in which case Customer shall pay such expenses as well as any amount due to NEOGOV.

8. Maintenance; Modifications; Support Services.

- a) Maintenance, Updates, Upgrades. NEOGOV maintains NEOGOV's hardware and software infrastructure for the Services and is responsible for maintaining the NEOGOV server operation and NEOGOV database security. NEOGOV may in its sole discretion, periodically modify, Update, and Upgrade the features, components, and functionality of the Services during the Term. "Update" means any update, bug fix, patch or correction of the Services or underlying NEOGOV software that NEOGOV makes generally available to its customers of the same module, excluding Upgrades. Updates are automatic and available upon Customer's next login to the Services following an Update at no additional cost to Customer. "Upgrade" means any update of the Services or underlying NEOGOV software such as platform updates, and major product enhancements and/or new features that NEOGOV makes commercially available. NEOGOV shall have no obligation to provide Upgrades to customers and retains the right to offer Upgrades free of cost or on a per customer basis at additional cost. NEOGOV shall have no liability for, or any obligations to, investments in, or modifications to Customer's hardware, systems or other software which may be necessary to use or access the Services due to a modification, Update, or Upgrade of the Services.
- b) Program Documentation; Training Materials. "Program Documentation" shall mean all user guides, training, and implementation material, and Service descriptions provided by NEOGOV to Customer in connection with the Services. NEOGOV hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use, print, and distribute internally via non-public platforms, the Program Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Services. Primary training of NEOGOV Services is conducted by self-review of online materials. NEOGOV's pre-built, online training consists of a series of tutorials to introduce the standard features and functions (the "Training Materials"). The Training Materials may be used as reference material by Customer Personnel conducting day-to-day activities.
- c) Implementation. For Services requiring implementation, NEOGOV implementation supplements the Training Materials and is conducted off-site unless otherwise agreed in the Order Form. For an additional fee as detailed on an applicable Order Form, NEOGOV personnel will provide consultation on best practices for setting up the Services, answer Customer questions during the implementation period, and use commercially reasonable efforts to ensure Authorized User Admins grasp the system. The length of the implementation time is dependent on the type of Service and the Customer's responsiveness. NEOGOV is not responsible or liable for any delay or failure to perform implementation caused in whole or in part by Customer's delay in performing its obligations hereunder and, in the event of any such delay, NEOGOV may, in its sole discretion, extend all performance dates as NEOGOV deems reasonably necessary.

- d) Support. Phone support for the Services is available to Customer Monday through Friday, excluding NEOGOV holidays. Customer may submit a request for online support for the Services 24 hours a day, seven days a week, and the NEOGOV support desk will acknowledge receipt of the request within a reasonable time. The length of time for a resolution of any problem is dependent on the type of case.
- e) Limitations. Unless otherwise specified in the Order Form, this Agreement does not obligate NEOGOV to render any maintenance or support services that are not expressly provided herein, including, but not limited to data uploads, manual data entry, migration services, data conversion, refinement, purification, reformatting, SQL dump, or process consultation.

9. NEOGOV Intellectual Property Rights.

- a) NEOGOV shall exclusively own all right, title and interest in and to all pre-existing and future intellectual property developed or delivered by NEOGOV including all Services, products, systems, software (including any source code or object code) or Service Specifications related thereto, Updates or Upgrades, trademarks, service marks, logos and other distinctive brand features of NEOGOV and all proprietary rights embodied therein (collectively, the “NEOGOV Intellectual Property”). This Agreement does not convey or transfer title or ownership of the NEOGOV Intellectual Property to Customer or any of its users. All rights not expressly granted herein are reserved by NEOGOV. Other than recommendation use or as required by law, all use of NEOGOV trademarks must be pre-approved by NEOGOV prior to use. Trademarks shall include any word, name, symbol, color, designation or device, or any combination thereof that functions as a source identifier, including any trademark, trade dress, service mark, trade name, logo, design mark, or domain name, whether or not registered.
- b) Customer may, but is not obligated to, provide NEOGOV with suggestions, ideas, enhancement requests, or other feedback (“Feedback”). If Customer provides any such Feedback to NEOGOV, Customer hereby grants NEOGOV a nonexclusive, perpetual, irrevocable, royalty-free license to use all Feedback for any purpose. Feedback is provided to NEOGOV on an “as-is” basis without warranties of any kind.

10. Data Processing and Privacy.

- a) Customer Data. “Customer Data” shall mean all data that is owned or developed by Customer, whether provided to NEOGOV by Customer or provided by a third party to NEOGOV in connection with NEOGOV’s provision of Services to Customer, including Personnel data collected, loaded into, or located in Customer data files maintained by NEOGOV. NEOGOV Intellectual Property, including but not limited to the Services and all derivative works thereof, NEOGOV Confidential Information, and Platform Data do not fall within the meaning of the term “Customer Data”. Customer exclusively owns all right, title, and interest in and to all Customer Data. Customer grants NEOGOV a license to host, use, process, display, create non-personal derivative works of, and transmit Customer Data to provide the Services. NEOGOV reserves the right to delete or disable Customer Data stored, transmitted or published by Customer using the Services upon receipt of a bona fide notification that such content infringes upon the intellectual property rights of others, or if NEOGOV otherwise reasonably believes any such content is in violation of this Agreement.
- b) Platform Data. “Platform Data” shall mean any anonymized data reflecting the access to or use of the Services by or on behalf of Customer or any user, including statistical or other analysis and performance information related to the provision and operation of the Services including any end user visit, session, impression, clickthrough or click stream data, as well as log, device, transaction data, or other analysis, information, or data based on or derived from any of the foregoing. NEOGOV shall exclusively own all right, title and interest in and to all Platform Data. Customer acknowledges NEOGOV may compile Platform Data based on Customer Data input into the Services. Customer agrees that NEOGOV may use Platform Data to the extent and in the manner permitted under applicable law. Such anonymized data neither identifies Customer or its users, nor can Customer or any its users can be derived from such data.
- c) Data Processing Agreement. The parties agree that the terms of the NEOGOV Data Processing Addendum (“DPA”) made available on the NEOGOV Site is hereby incorporated herein by reference and made part of this Agreement and governs NEOGOV’s processing of Personal Data.
- d) Data Responsibilities.
 - i) NEOGOV will maintain commercially reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of the Customer Data. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Customer Data by NEOGOV personnel except (a) to provide the Services and prevent or address service or technical problems, (b) as compelled by applicable law, or (c) as Customer expressly permits in writing. Customer acknowledges and agrees that it is commercially reasonable for NEOGOV to rely upon the security processes and measures utilized by NEOGOV’s cloud infrastructure providers.
 - ii) Customer is solely responsible for the development, content, operation, maintenance, and use of Customer Data, including but not limited to compliance with applicable laws. NEOGOV will have no responsibility or liability for the accuracy of the

Customer Data prior to receipt of such data into the Services. Without limiting the foregoing, Customer shall be solely responsible for and shall comply with all applicable laws and regulations relating to (a) the accuracy and completeness of all information input, submitted, or uploaded to the Services, (b) the privacy of users of the Services, including, without limitation, providing appropriate notices to and obtaining appropriate consents from any individuals to whom Customer Data relates; and (c) the collection, use, modification, alteration, extraction, retention, copying, external storage, disclosure, transfer, disposal, and other processing of any Customer Data. NEOGOV is not responsible for lost data caused by the action or inaction of Customer or Authorized Users. Unless otherwise mutually agreed in writing, Customer shall not maintain any financial, health, payment card, or similarly sensitive data that imposes specific data security or data protection obligations within the Services. Customer shall provide and institute all appropriate tools and procedures required to ensure the security of its own information system and, more specifically, to prevent, detect and destroy the occurrence of any viruses.

- e) Breach Notice. NEOGOV will notify Customer of unauthorized access to, or unauthorized use, loss or disclosure of Customer Data within its custody and control (a “Security Breach”) within 72 hours of NEOGOV’s confirmation of the nature and extent of the same or when required by applicable law, whichever is earlier. Each party will reasonably cooperate with the other with respect to the investigation and resolution of any Security Breach. If applicable law or Customer’s policies require notification of its Authorized Users or others of the Security Breach, Customer shall be responsible for such notification.
 - f) Data Export, Retention and Destruction. Customer may export or delete Customer Data from the Services at any time during a Subscription Term, using the existing features and functionality of the Services. Customer is solely responsible for its data retention obligations with respect to Customer Data. If and to the extent Customer cannot export or delete Customer Data stored on NEOGOV’s systems using the then existing features and functionality of the Services, NEOGOV will, upon Customer’s written request, make the Customer Data available for export by Customer or destroy the Customer Data. If Customer requires the Customer Data to be exported in a different format than provided by NEOGOV, such additional services will be subject to a separate agreement on a time and materials basis. Except as otherwise required by applicable law, NEOGOV will have no obligation to maintain or provide any Customer Data more than ninety (90) days after the expiration or termination of this Agreement. Customer acknowledges that it is solely responsible for determining any retention requirements with respect to the Customer Data as required by applicable law and NEOGOV disclaims all liability in connection with such determination. In addition, to the extent Customer requests that NEOGOV retain Customer Data beyond the expiration of the retention period required by applicable law, rule or regulation, NEOGOV disclaims all liability in connection with retaining such Customer Data including but not limited to any claims related to loss or destruction of such Customer Data.
11. Third Party Services. The Services may permit Customer and its Authorized Users to access services or content provided by third parties through the Services (“Third Party Services”). Customer agrees that NEOGOV is not the original source and shall not be liable for any inaccuracies contained in any content provided in any of the Third Party Services. NEOGOV makes no representations, warranties or guarantees with respect to the Third Party Services or any content contained therein. NEOGOV may discontinue access to any Third Party Services through the Services if the relevant agreement with the applicable third party no longer permits NEOGOV to provide such access. If loss of access to any Third Party Services (to which Customer has a subscription under this Agreement) occurs during a Subscription Term, NEOGOV will refund to Customer any prepaid fees for such Third Party Services covering the remainder of the Subscription Term.
12. Nondisclosure.
- a) Definition of Confidential Information. “Confidential Information” means all information disclosed by a party (“Disclosing Party”) to the other party (“Receiving Party”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Customer’s Confidential Information includes its Customer Data. NEOGOV Confidential Information includes the NEOGOV Intellectual Property and the Services. The Confidential Information of each party includes the terms and conditions of this Agreement and all Order Forms (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (c) is received from a third party without breach of any obligation owed to the Disclosing Party, or (d) was independently developed by the Receiving Party.
 - b) Obligations. The Receiving Party will: (i) use the same degree of care it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care); (ii) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (iii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its employees and contractors who need access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not less protective of the Confidential Information than those herein.

- c) Exceptions. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.
- d) Equitable Relief. The parties recognize and agree there may be no adequate remedy at law for breach of the provisions of the confidentiality obligations set forth in this Section 12, that such a breach may irreparably harm the Disclosing Party and the Disclosing Party is entitled to seek equitable relief (including, without limitation, an injunction) with respect to any such breach or potential breach in addition to any other remedies available to it at law or in equity.

13. Representations, Warranties, and Disclaimers.

- a) Mutual Representations. Each party represents and warrants to the other party that (i) it has full power and authority under all relevant laws and regulations and is duly authorized to enter into this Agreement; and (ii) to its knowledge, the execution, delivery and performance of this Agreement by such party does not conflict with any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound, nor violate any law or regulation of any court, governmental body or administrative or other agency having jurisdiction over it.
- b) Additional Customer Representations and Warranties. Customer hereby represents and warrants to NEOGOV that: (1) Customer and Authorized Users have all necessary rights and authority to upload Customer Data to the Service without violating any third party's proprietary or privacy rights, including intellectual property rights; (2) Customer Data does not contain any viruses, worms, Trojan horses, or other harmful or destructive code or content; and (3) Customer will use the Service in compliance with all laws, rules, regulations, and this Agreement.
- c) Service Performance Warranty. NEOGOV warrants that it provides the Services using a commercially reasonable level of care and skill and in a professional manner in accordance with generally recognized industry standards for similar services.
- d) No Other Warranty. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS WARRANTY SECTION, THE SERVICES AND ANY OTHER INFORMATION ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. NEOGOV DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NEOGOV DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE, OR THAT ANY ERROR WILL BE CORRECTED.
- e) Disclaimer of Actions Caused by and/or Under the Control of Third Parties. NEOGOV DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM THE NEOGOV SYSTEM AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH NEOGOV WILL USE COMMERCIALY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, NEOGOV CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, NEOGOV DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS OR WITH RESPECT TO ANY THIRD PARTY SERVICES.
- f) No Medical Advice. Through certain Services, NEOGOV may make certain telehealth related information available to Customer and/or facilitate user access to telemedicine, expert medical services, and/or emergency medical services. NEOGOV is independent from healthcare providers who provide telemedicine services and is not responsible for such healthcare providers' acts, omissions or for any content or communications made by them. The Services do not provide medical advice and do not create a healthcare provider/patient relationship between Customer and NEOGOV or otherwise. Any Services, or content accessed from the Services, are for informational purposes only and do not constitute medical advice. Customer should seek professional medical advice, diagnosis, and/or treatment for any and all medical conditions, whether as a result of using Services or otherwise. NEOGOV IS NOT RESPONSIBLE OR LIABLE FOR ANY ADVICE, COURSE OF TREATMENT, DIAGNOSIS OR ANY OTHER TREATMENT OR INFORMATION THAT CUSTOMER OR ITS USERS MAY OBTAIN THROUGH THE USE OF THE SERVICES.

14. Indemnification.

- a) Customer Indemnity. To the extent permitted by applicable law, Customer will defend and indemnify NEOGOV from and against any claim, demand, suit or proceeding made or brought against NEOGOV (i) by a third party alleging that any Customer Data infringes or misappropriates such third party's intellectual property rights, (ii) in connection with Customer's violation of any applicable laws, or (iii) any claim or allegation by any third party resulting from or related to Customer's or any of its Authorized User's breach of Section 3 of this Agreement.

- b) NEOGOV Indemnity. Subject to subsections 14(b)(i) through 14(b)(iii) and 14(c) of this Section, if a third party makes a claim against Customer that any NEOGOV intellectual property furnished by NEOGOV and used by Customer infringes a third party's intellectual property rights, NEOGOV will defend the Customer against the claim and indemnify the Customer from the damages and liabilities awarded by the court to the third-party claiming infringement or the settlement agreed to by NEOGOV.
 - i) Alternative Resolution. If NEOGOV believes or it is determined that any of the Services may have violated a third party's intellectual property rights, NEOGOV may choose to either modify the Services to be non-infringing or obtain a license to allow for continued use. If these alternatives are not commercially reasonable, NEOGOV may end the subscription or license for the Services and refund a pro-rata portion of any fees covering the whole months that would have remained, absent such early termination, following the effective date of such early termination.
 - ii) No Duty to Indemnify. NEOGOV will not indemnify Customer if Customer alters the Service or Service Specifications, or uses it outside the scope of use or if Customer uses a version of the Service or Service Specifications which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Services or Service Specifications which was provided to Customer, or if the Customer continues to use the infringing material after the subscription expires. NEOGOV will not indemnify the Customer to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by NEOGOV. NEOGOV will not indemnify Customer for any portion of an infringement claim that is based upon the combination of Service or Service Specifications with any products or services not provided by NEOGOV. NEOGOV will not indemnify Customer for infringement caused by Customer's actions against any third party if the Services as delivered to Customer and used in accordance with the terms of the Agreement would not otherwise infringe any third-party intellectual property rights.
 - iii) Exclusive Remedy. This Section provides the exclusive remedy for any intellectual property infringement claims or damages against NEOGOV.
- c) Indemnification Procedures. In order to receive the indemnities described hereunder, the indemnified party must: (i) promptly notify the indemnifying party, in writing, of any claim; (ii) cooperate reasonably with indemnifying party, at the indemnifying party's expense, in the defense and/or settlement thereof; and (iii) allow the indemnifying party to control the defense and/or settlement thereof except that the indemnifying party may not, without the indemnified party's prior written consent, enter into any settlement that does not unconditionally release the indemnified party from liability. The indemnified party shall have the right to participate in any defense of a claim and/or to be represented by counsel of its own choosing at its own expense, provided that ultimate control of such defense shall remain solely with the indemnifying party.

15. Limitations of Liability.

- a) EXCLUSION OF DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, INCLUDING FOR ANY: (a) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN VALUE; (b) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION OR DELAY OF THE SERVICES; (c) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (d) COST OF REPLACEMENT GOODS OR SERVICES; (e) LOSS OF GOODWILL, LOSS OF BUSINESS OPPORTUNITY OR PROFIT, OR LOSS OF REPUTATION; OR (f) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
 - b) CAP ON MONETARY LIABILITY. EXCEPT FOR DAMAGES ARISING OUT OF LIABILITY WHICH CANNOT BE LAWFULLY EXCLUDED OR LIMITED, OR CUSTOMER'S OBLIGATIONS TO MAKE PAYMENT UNDER THIS AGREEMENT, THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY FOR ANY AND ALL CLAIMS AGAINST THE OTHER PARTY UNDER THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL NOT EXCEED THE AMOUNT OF ALL PAYMENTS ACTUALLY RECEIVED BY NEOGOV FROM CUSTOMER IN CONNECTION WITH THIS AGREEMENT IN THE 12 MONTH PERIOD PRECEDING THE DATE OF THE FIRST EVENT INITIALLY GIVING RISE TO SUCH LIABILITY. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THE LIMIT.
16. Reimbursement of Costs in Third Party Litigation. With respect to any litigation or other court proceeding involving Customer and a third party, if any subpoena or other legally binding request related to such litigation or court proceeding is served to NEOGOV requesting copies of documents maintained by NEOGOV or otherwise requesting NEOGOV to appear as a witness in any capacity or provide

testimony with respect to Customer's documentation, Customer shall reimburse NEOGOV for its out-of-pocket costs associated with compliance with such request, including but not limited to NEOGOV's reasonable attorneys' fees.

17. EOL Products. NEOGOV may, in its discretion, at certain times elect to discontinue development, distribution and/or support of any Service or any elements or versions of any Service, and thereby designate such Service or elements or versions as end of life ("EOL"). In the event that NEOGOV elects to announce EOL for any Service, NEOGOV will provide six (6) months prior notice. Customer will have a period of six (6) months after receipt of such notice to upgrade to the last commercially available (non-EOL) version of the Service, if applicable, or otherwise following the expiration of such six (6) month period, the Service shall be deemed terminated without penalty and a pro rata refund shall be provided to Customer for the remaining term of the Service. During the 6-month notice period, Customer may continue exercising all of the rights set forth in this Agreement with respect to such EOL Service.
18. Text Message Communications. NEOGOV may offer Personnel the opportunity to receive text messages regarding job application or hiring process reminders, applicant status updates, or other human resource related notices. Since these text message services depend on the functionality of third-party providers, there may be technical delays on the part of those providers. NEOGOV may make commercially reasonable efforts to provide alerts in a timely manner with accurate information, but cannot guarantee the delivery, timeliness, or accuracy of the content of any alert. NEOGOV shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an alert. NEOGOV cannot vouch for the technical capabilities of any third parties to receive such text messages. To the extent you utilize text messaging features, NEOGOV shall not be responsible for your use of such features, and you shall indemnify NEOGOV with respect to any damages resulting from your use including but not limited any violations of applicable law. NEOGOV MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY, OR IMPLIED AS TO: (a) THE AVAILABILITY OF TELECOMMUNICATION SERVICES; (b) ANY LOSS, DAMAGE, OR OTHER SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; AND (c) ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS, OR SETTINGS CONNECTED WITH THE SERVICES.
19. Publicity. Unless otherwise provided in the applicable Order Form, NEOGOV may identify Customer as one of its customers and use Customer's logo for such purposes, subject to any trademark usage requirements specified by Customer.
20. Force Majeure. Except for Customer's payment obligations to NEOGOV, neither party shall be liable for any damages, costs, expenses or other consequences incurred by the other party or by any other person or entity for any act, circumstance, event, impediment or occurrence beyond such party's reasonable control, including, without limitation: (a) acts of God; (b) changes in or in the interpretation of any law, rule, regulation or ordinance; (c) strikes, lockouts or other labor problems; (d) transportation delays; (e) unavailability of supplies or materials; (f) fire or explosion; (g) riot, pandemic, military action or usurped power; (h) actions or failures to act on the part of a governmental authority; (i) internet service interruptions or slowdowns, vandalism or cyber-attacks, or (j) any other cause beyond the reasonable control of such party.
21. Independent Contractor; No Third Party Beneficiary; Fulfillment Partners. The relationship of the parties shall be deemed to be that of an independent contractor and nothing contained herein shall be deemed to constitute a partnership between or a joint venture by the parties hereto or constitute either party the employee or agent of the other. Customer acknowledges that nothing in this Agreement gives Customer the right to bind or commit NEOGOV to any agreements with any third parties. This Agreement is not for the benefit of any third party and shall not be deemed to give any right or remedy to any such party whether referred to herein or not. NEOGOV may designate any third-party affiliate, or other agent or subcontractor (each a "Fulfillment Partner"), without notice to, or the consent of, Customer, to perform such tasks and functions to complete any Services.
22. Entire Agreement; Amendment; Addendum. This Services Agreement, the Exhibits hereto, each Addendum (as may be applicable pursuant to the terms therein) and documents incorporated herein, the applicable Order Form, and Special Conditions (if any) constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous oral and written statements of any kind whatsoever made by the parties with respect to such subject matter. It is expressly agreed that the terms of this Agreement and any NEOGOV Order Form shall supersede the terms in any non-NEOGOV purchase order or other ordering document. Notwithstanding the foregoing, any conflict of terms shall be resolved by giving priority in accordance with the following order: 1) Special Conditions (if any), 2) NEOGOV Order Form, 3) the NEOGOV Services Agreement, and 4) incorporated documents (including the Exhibits and each applicable Addendum). This Agreement supersedes the terms and conditions of any clickthrough agreement associated with the Services. This Agreement may not be modified or amended (and no rights hereunder may be waived) except through a written instrument signed by the parties to be bound. If you are subscribing for the HRIS, Vetted, or PowerEngage Platform, you hereby specifically agree to the terms of the applicable Addendum set forth on the NEOGOV Site. In addition, certain Services may disclose the use of artificial intelligence, in which case, Customer hereby agrees to the terms of the AI Addendum set forth on the NEOGOV Site.
23. General.
 - a) Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the state of California, without giving effect to conflict of law rules. Any legal action or proceeding relating to this Agreement shall be instituted only in any state or federal court in Los Angeles, California.

- b) Severability. If any provision of this Agreement is held to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that the remainder of this Agreement will continue in full force and effect. Provisions that survive termination or expiration are those relating to, without limitation, accrued rights to payment, acknowledgements and reservations of proprietary rights, confidentiality obligations, warranty disclaimers, and limitations of liability, and others which by their nature are intended to survive.
- c) Notices. All notices or other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given either when personally delivered, one (1) business day following delivery by recognized overnight courier or electronic mail, or three (3) business days following deposit in the U.S. mail, registered or certified, postage prepaid, return receipt requested. All such communications shall be sent to (i) Customer at the address set forth in the Order Form and (ii) NEOGOV at the address specified in the applicable Order Form.
- d) Waiver. The waiver, express or implied, by either party of any breach of this Agreement by the other party will not waive any subsequent breach by such party of the same or a different kind. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which taken together shall constitute one and the same instrument.
- e) Electronic Delivery. Delivery of a copy of this Agreement or an Order Form bearing an original signature by electronic mail or by any other electronic means will have the same effect as physical delivery of the paper document bearing the original signature.
- f) Assignment. Customer may not assign this Agreement without the express written approval of NEOGOV. Any attempt at assignment in violation of this Section shall be null and void.
- g) Construction. The parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The exhibits, addendum, schedules, attachments, and appendices referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein.
- h) Subcontractors. For purposes of this Agreement, including any subsequent documentation requested by Customer pursuant to this Agreement, the term "subcontractors" shall exclude subcontractors (i) who perform routine software development and maintenance services which are not specific to the Customer, (ii) subcontractors who will not have any access to Customer Data, and (iii) subcontractors who have access to Customer Data solely within NEOGOV's or Customer's systems.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers as of the date set forth below, and consent to the Agreement.

Customer	GovernmentJobs.com, Inc. (D/B/A/ NEOGOV), on behalf of itself and its subsidiaries PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360)
Entity Name:	
Signature: _____	Signature: _____
Print Name:	Print Name:
Date:	Date:

Exhibit A
Government Customer Addendum

If Customer is a Government Customer, the following Government Customer Addendum (“Government Addendum”) forms part of the Services Agreement, and in the case of any conflict or inconsistency between the terms and provisions of this Addendum and any other provision of the Services Agreement, the terms of this Government Addendum shall control. For purposes hereof, a “Government Customer” means a Customer which is a (a) U.S. Federal agency, (b) state government, agency, department, or political subdivision (including a city, county or municipal corporation), or (c) instrumentality of any of the foregoing (including a municipal hospital or municipal hospital district, police or fire department, public library, park district, state college or university, Indian tribal economic development organization, or port authority).

1. **Applicability.** The provisions of this Addendum shall apply only if Customer is a Government Customer under the Services Agreement.
2. **Termination for Non-Appropriation of Funds on Multi-Year Deals.** Customer represents that it has received sufficient appropriation of funds by the applicable legislature (or other appropriate governmental body) (“Governmental Appropriation”) for the first year of the term of any Order Form executed by Customer (the “First Year” and all such years following the First Year which are included in the term of an Order Form, the “Future Years”). If Customer is subject to federal, state or local law which makes Customer’s financial obligations under this Services Agreement contingent upon Governmental Appropriation, and if such funds are not forthcoming or are insufficient due to failure of such Governmental Appropriation, then Customer will have the right to terminate the then remaining portion of any Future Years under the Services Agreement at no additional cost and with no penalty by giving prior written notice documenting the lack of funding. Customer will provide at least thirty (30) days advance written notice of such termination. Customer will use reasonable efforts to ensure appropriated funds are available. It is expressly agreed that Customer shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its fiscal operations. If Customer terminates the Services Agreement under this Section 2, Customer agrees not to replace the Services with functionally similar products or services for a period of one year after the termination of the Services Agreement.
3. **Indemnification.** If Customer is prohibited by federal, state or local law from agreeing to hold harmless or indemnify third parties, Section 14(a) and the indemnification provision included in Section 18 of the Services Agreement shall not apply to Customer, to the extent disallowed by applicable law.
4. **Open Records.** If the Customer is subject to federal or state public records laws, including laws styled as open records, freedom of information, or sunshine laws (“Open Records Laws”) the confidentiality requirements of Section 12 of the Services Agreement apply only to the extent permitted by Open Records Laws applicable to the Customer. This Section is not intended to be a waiver of any of the provisions of the applicable Open Records Laws, including, without limitation, the requirement for the Customer to provide notice and opportunity for NEOGOV to assert an exception to disclosure requirements in accordance with the applicable Open Records laws.
5. **Cooperative Purchasing.** As permitted by law, it is understood and agreed by Customer and NEOGOV that any (i) federal, state, local, tribal, or other municipal government (including all administrative agencies, departments, and offices thereof); (ii) any business enterprise in which a federal, state, local, tribal or other municipal entity has a full, majority, or other controlling interest; and/or (iii) any public school (including without limitation K-12 schools, colleges, universities, and vocational schools) (collectively referred to as the “New Entity”) may purchase the Services specified herein in accordance with the terms and conditions of this Agreement. It is also understood and agreed that each New Entity will establish its own contract with NEOGOV, be invoiced therefrom and make its own payments to NEOGOV in accordance with the terms of the contract established between the New Entity and NEOGOV. With respect to any purchases by a New Entity pursuant to this Section, Customer: (i) shall not be construed as a dealer, re-marketer, representative, partner or agent of any type of NEOGOV, or such New Entity; (ii) shall not be obligated, liable or responsible for any order made by New Entities or any employee thereof under the agreement or for any payment required to be made with respect to such order; and (iii) shall not be obliged, liable or responsible for any failure by any New Entity to comply with procedures or requirements of applicable law or to obtain the due authorization and approval necessary to purchase under the agreement. Termination of this Agreement shall in no way limit NEOGOV from soliciting, entering into, or continuing a contractual relationship with any New Entity. Any New Entity who purchases Services under this Section hereby represents that it has the authority to use this Services Agreement for the purchase and that the use of the Services Agreement for the purchase is not prohibited by law or procurement regulations applicable to the New Entity.

Exhibit B
Integration Terms Addendum

NEOGOV offers integrations and platform APIs for integrations to third party systems (“Integration Services”). Customer may use only those Integration Services purchased or subscribed to as listed within the NEOGOV Order Form. The following terms (the “Integration

Terms Addendum”) shall apply to the extent that Customer utilizes a system integration between the Services and either: (a) an affiliated integrated service, including those found at <https://api.NEOGOV.com/connect/marketplace.html> (“Affiliated API”) or to the extent that Customer utilizes a system integration between the Services and an unaffiliated third-party service (“Customer Application”) integrated using NEOGOV’s open API (“Open API”). Integration Services are not available for HRIS Services and this Exhibit B shall not apply to HRIS Services.

1. Provision of Integrations. Subject to and conditioned on compliance with all terms and conditions set forth in this Agreement, NEOGOV hereby grants Customer a limited, revocable, non-exclusive, non-transferable, non-sublicensable license during the applicable Term to use and/or access the Affiliated API as described in this Agreement, or the Open API for communication between Customer’s human resource related third application(s) that will interoperate with NEOGOV Services (collectively these uses shall be referred to as the “API” or “Integration”). Customer acknowledges there are no implied licenses granted under this Agreement. NEOGOV reserves all rights that are not expressly granted. Customer may not use the API for any other purpose without our prior written consent. Customer may not share the API with any third party, must keep the API and all log-in information secure, and must use the API key as Customer sole means of accessing the API.
2. Integration Intellectual Property. All right, title, and interest in the API and any and all information, data, documents, materials, inventions, technologies, know-how, descriptions, requirements, plans, reports, works, intellectual property, software, hardware, systems, methods, processes, and inventions, customizations, enhancements, improvements and other modifications based on or derived from the API are and will remain, as appropriate, with NEOGOV. All right, title, and interest in and to the third-party materials, including all intellectual property rights therein, are and will remain with their respective third-party rights holders subject to the terms and conditions of the applicable third-party license agreements. Customer has no right or license with respect to any third-party materials except as expressly licensed under such third-party license agreements.
3. Integration Terms of Use. Except as expressly authorized under this Agreement, you may not remove any proprietary notices from the API; use the API in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; combine or integrate the API with any software, technology, services, or materials not authorized by NEOGOV; design or permit Customer Application(s) to disable, override, or otherwise interfere with any NEOGOV-implemented communications to end users, consent screens, user settings, alerts, warning, or the like; use the API in any of Customer Application(s) to replicate or attempt to replace the user experience of the Services; or attempt to cloak or conceal Customer identity or the identity of Customer Application(s) when requesting authorization to use the API.
4. Customer Integration Responsibilities. Customer, Customer developed web or other software services or applications, and Customer third-party vendors that integrate with the API (collectively the “Customer Applications”), shall comply with all terms and conditions of this Agreement, all applicable laws, rules, and regulations, and all guidelines, standards, and requirements that may be posted on <https://api.NEOGOV.com/connect/index.html> from time to time. In addition, Customer will not use the API in connection with or to promote any products, services, or materials that constitute, promote, or are used primarily for the purpose of dealing in spyware, adware, or other malicious programs or code, counterfeit goods, items subject to U.S. embargo, unsolicited mass distribution of email (“spam”), multi-level marketing proposals, hate materials, hacking, surveillance, interception, or descrambling equipment, libelous, defamatory, obscene, pornographic, abusive, or otherwise offensive content, stolen products, and items used for theft, hazardous materials, or any illegal activities.
5. Cooperation. If applicable, Customer shall timely provide such cooperation, assistance, and information as NEOGOV reasonably requests to enable the API. NEOGOV is not responsible or liable for any late delivery or delay or failure of performance caused in whole or in part by Customer’s delay in performing, or failure to perform, any of its obligations under this Agreement. NEOGOV will provide Customer maintenance and support services for API issues arising from the information technology designed, developed, and under then current control of NEOGOV. NEOGOV shall have no obligation to provide maintenance or support for issues arising from the inaction or action of Customer or third parties of which are outside NEOGOV control.
6. Provision of Open API. In the event license fees or other payments are not due in exchange for the right to use and access the Open API, you acknowledge and agree that this arrangement is made in consideration of the mutual covenants set forth in this Agreement, including, without limitation, the disclaimers, exclusions, and limitations of liability set forth herein. Notwithstanding the foregoing, NEOGOV reserves the right to charge for access with effect from the start of each Renewal Term by giving Customer at least ninety (90) day notice prior to commencement of a Renewal Term.
7. API Key. In order to use and access the Open API, you must obtain an Open API key through the registration process. Customer agrees to monitor Customer Applications for any activity that violates applicable laws, rules and regulation, or any terms and conditions of this Agreement, including any fraudulent, inappropriate, or potentially harmful behavior. This Agreement does not entitle Customer to any support for the Open API. You acknowledge that NEOGOV may update or modify the Open API from time to time and at our sole discretion and may require you to obtain and use the most recent version(s). You are required to make any such changes to Customer Applications that are required for integration as a result of such Update at Customer sole cost and expense. Updates may adversely affect how Customer Applications communicate with the Services.
8. Efficient Processing. You must use efficient programming, which will not cause an overwhelming number of requests to be made in

too short a period of time, as-determined solely by NEOGOV. If this occurs, NEOGOV reserves the right to throttle your API connections, or suspend or terminate your access to the Open API. NEOGOV shall use reasonable efforts to provide Customer notice and reasonable time to cure prior to taking such actions.

9. Open API Limitations. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL NEOGOV BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY DIRECT, LOST PROFITS, LOST OR CORRUPTED DATA, COMPUTER FAILURE OR MALFUNCTION, INTERRUPTION OF BUSINESS, OR OTHER SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THE USE OR INABILITY TO USE THE OPEN API; OR ANY DAMAGES, IN THE AGGREGATE, IN EXCESS OF FIFTY DOLLARS, EVEN IF NEOGOV HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES AND WHETHER OR NOT SUCH LOSS OR DAMAGES ARE FORESEEABLE OR NEOGOV WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ANY CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE BROUGHT WITHIN ONE YEAR AFTER THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH CLAIM.
10. Open API Termination. Notwithstanding the additional Termination rights herein, NEOGOV may immediately terminate or suspend Customer access to Open APIs in our sole discretion at any time and for any reason, with or without notice or cause. In addition, your Open API subscription will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this Agreement.

NEOGOV Service Level Warranties

1. Definitions. For purposes of this Contract, the following definitions shall apply:

- a) "Non-excluded Downtime" means a period of downtime that is not Excluded Downtime.
- b) "Excluded Downtime" means (i) Scheduled Downtime; (ii) any period of unavailability lasting less than 10 minutes, not to occur more than once per month; (iii) issues arising from components controlled by the Customer (or its vendors, contractors or service providers) and their performance or failure to perform which impair or disrupt Customer's connections to the Internet and the transmission of data as reasonably determined by NEOGOV after an investigation into the issue; (iv) that resulted from any actions or inactions of Customer or any third parties; and (v) unavailability of features or functions which would be considered a Level 1 or Level 2 severity level under the table in Section 2 below.
- c) "SaaS Application" means each proprietary NEOGOV web-based software-as-a-service application subscribed to by Customer.
- d) "Scheduled Maintenance" shall mean a period of time where the System is unavailable to Customer, and/or any third party, in order for NEOGOV to perform maintenance of the System. System maintenance includes, but shall not be limited to (i) adding, modifying, or upgrading equipment software and/or System source code, and; (ii) adding, modifying, or upgrading equipment.
- e) "Service Credit" shall means a percentage of Service Fees to be credited to Customer if NEOGOV fails to meet a Service Level, as set forth in this SLA. Once Service Credit equals 1/365 of the total fees paid for the SaaS Application
- f) "Service Level" means a performance standard NEOGOV is required to meet in providing the Services, as set forth in this SLA.
- g) "Uptime" means the percentage of total time in a calendar month that the hosted environment is available. Uptime is calculated as the sum of available time minus Non-excluded Downtime minus Excluded Downtime divided by total time minus Excluded Downtime, expressed as a percentage.

$$\left[\left(\frac{\text{Total} - \text{Non-excluded} - \text{Excluded}}{\text{Total} - \text{Excluded}} \right) \right]$$

2. Customer Obligations. The Customer's responsibilities and obligations in support of this SLA include the following:

- a) Providing information and authorizations as required by NEOGOV for performing the Services.
- b) Adhering to policies and processes established by NEOGOV for reporting service failures and incidents and prioritizing service requests.
- c) Paying fees and costs as required by any master agreement or scope of work.
- d) In order to receive any of the Service Credits described herein, Customer must notify NEOGOV within thirty (30) days from the time Customer becomes eligible to receive a Service Credit. Failure to comply with this requirement will forfeit Customer's right to receive a Service Credit.

3. NEOGOV Obligations; Service Levels; Service Credits.

- a) Customer Service Response. NEOGOV will provide telephone customer support Monday through Friday excluding NEOGOV holidays. If the NEOGOV support desk is unable to resolve the issue within the time limits specified herein, the case shall be escalated to the appropriate teams.

Target Response and Resolution Times		
Severity	Issues/Factors Determining Severity	Initial Acknowledgment¹
Level 1	• Functionality, system use questions. • Enhancement requests • Data Privacy inquiry	< 72 hours
Level 2	• Problem does not impact or has low impact to customer operations. • Can conduct daily work. • No error messages. • There is a work around.	< 24 hours
Level 3	• No work around solution. • Moderate system impact. • Moderate data security, availability, or integrity impact. • Hot-fix required	< 4 hours
Level 4	• Critical error that leads to work stoppage or significant error in processing candidates • System outage due to NEOGOV software or hardware • Problem puts user or customer information at risk. • Multiple Customers reporting a safety issue. • Unauthorized access to customer or job seeker data.	< 2 hour

- a) Standard Service Levels/Warranty. The SaaS Application, Resolution Times and Acknowledgment Times (the “Service Levels”) must meet the standards described in this section. If Service Levels degrade to a level of non-compliance during the periods specified, Customer may request a Service Credit and NEOGOV must take the necessary steps to bring the system back to the required level unless Customer determines that factors outside NEOGOV’s control are the cause. Only one Service Credit can be applied within a twenty-four (24) hour period. Any and all customer credits shall be attributed to the month period subsequent to the month in which the credit is requested by Customer. The aggregate maximum number of Service Credits to be issued by NEOGOV to Customer for any and all Downtime periods that occur in a single calendar month shall not exceed five (5) Service Credits. A Service Credit shall be issued in NEOGOV’s invoice in the year following the Downtime, unless the Service Credit is due in Customer’s final year of service. In such case, a refund for the dollar value of the Service Credit will be mailed to Customer. In no case will the Service Credits due to Customer for a month exceed the amounts paid by Customer to NEOGOV. In the event Customer terminates this contract with Service Credits still owed to Customer, NEOGOV shall compensate Customer for the monetary value of these Service Credits.

Examples: If Customer experiences one Downtime period, it shall be eligible to receive one Service Credit. If Customer experiences two Downtime periods, from multiple events at least twenty-four (24) hours apart, it shall be eligible to receive two Service Credits.

Service Level Warranties			
Service	Measurement	Service Level	Service Credit
SaaS Application	SaaS Application Uptime	99.8% in three (3) months during consecutive six (6) month period.	In addition to all other remedies available to Customer, Customer shall be entitled to terminate this Agreement for a material breach upon written notice to NEOGOV with no further liability, expense, or obligation to NEOGOV, provided that Customer notifies NEOGOV within thirty (30) days of the conclusion of the third (3rd month in which the Services were not available 99.8% of the time). Customer is entitled to prorate refund from date of termination within 30 days of the termination date.
SaaS Application	SaaS Application Uptime	99.8%	10% of monthly SaaS Application Fees

¹ During standard business hours.

Target Resolution Level 4	Target Resolution Time	100%	8% of monthly SaaS Application Fees
Level 3 Severity Resolution	Target Resolution Time	100%	5% of monthly SaaS Application Fees
Customer Support	Initial Acknowledgment	95% in calendar month	.5% of monthly SaaS Application Fees

Exhibit 5C- NEOGOV Exceptions

	Exceptions to City of La Marque (TX) RFP #2490
Section/ Subsection #	Specified Exceptions and Explanations Below:
General Legal Notice	Legal Notice: The contractual terms and conditions under which NEOGOV proposes to provide the software and services identified in this proposal are those set forth in the current NEOGOV Services Agreement (the "Agreement"), a current copy of which is enclosed herewith, along with additional, mutually acceptable terms and conditions to be negotiated in good-faith. The Agreement is tailored to the specific products and services provided by NEOGOV and contains provisions necessary to protect the Customer as well as our company. If additional provisions or modifications are necessary, we have every confidence that NEOGOV will be able to address all terms to the satisfaction of the Customer.
Section 2.3 – Contract Award and Section 2.4 – Term of Purchase Contract	For clarity, NEOGOV sells prepaid annual subscriptions, the service runs continuously unless non-renewed or terminated, it is not contingent on delivery or final acceptance. The price is fixed for the term of the subscription but, after that, could change at renewal. The City will always have the option to elect to renew or not.
Section 2.7.1 – Failure to Enter into a Contract	NEOGOV's sells predeveloped off the shelf SaaS accessed via web page the requirement for a bond is inapplicable.

Section 3.2.3 – Condition of Product; Section 3.2.4 – All Parts; Section 3.2.5 – Manuals And Section 3.2.6	All these Sections are inapplicable to the provision of SaaS. NEOGOV sells predeveloped cloud based SaaS accessed via webpage. Request to delete in its entirety and defer to Section 8 of NEOGOV’s Services Agreement, copied below: 8. Maintenance; Modifications; Support Services. a) Maintenance, Updates, Upgrades. NEOGOV maintains NEOGOV’s hardware and software infrastructure for the Services and is responsible for maintaining the NEOGOV server operation and NEOGOV database security. NEOGOV may in its sole discretion, periodically modify, Update, and Upgrade the features, components, and functionality of the Services during the Term. “Update” means any update, bug fix, patch or correction of the Services or underlying NEOGOV software that NEOGOV makes generally available to its customers of the same module, excluding Upgrades. Updates are automatic and available upon Customer’s next login to the Services following an Update at no additional cost to Customer. “Upgrade” means any update of the Services or underlying NEOGOV software such as platform updates, and major product enhancements and/or new features that NEOGOV makes commercially available. NEOGOV shall have no obligation to provide Upgrades to customers and retains the right to offer Upgrades free of cost or on a per customer basis at additional cost. NEOGOV shall have no liability for, or any obligations to, investments in, or modifications to Customer’s hardware, systems or other software which may be necessary to use or access the Services due to a modification, Update, or Upgrade of the Services. b) Program Documentation; Training Materials. “Program Documentation” shall mean all user guides, training, and implementation material, and Service descriptions provided by NEOGOV to Customer in connection with the Services. NEOGOV hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use, print, and distribute internally via non-public platforms, the Program Documentation during the Term solely for Customer’s internal business purposes in connection with its use of the Services. Primary training of NEOGOV Services is conducted by self-review of online materials. NEOGOV’s pre-built, online training consists of a series of tutorials to introduce the standard features and functions (the “Training Materials”). The Training Materials may be used as reference material by Customer Personnel conducting day-to-day activities. c) Implementation. For Services requiring implementation, NEOGOV implementation supplements the Training Materials and is conducted off-site unless otherwise agreed in the Order Form. For an additional fee as detailed on an applicable Order Form, NEOGOV personnel will provide consultation on best practices for setting up the Services, answer Customer questions during the implementation period, and use commercially reasonable efforts to ensure Authorized User Admins grasp the system. The length of the implementation time is dependent on the type of Service and the Customer’s responsiveness.
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	NEOGOV is not responsible or liable for any delay or failure to perform implementation caused in whole or in part by Customer's delay in performing its obligations hereunder and, in the event of any such delay, NEOGOV may, in its sole discretion, extend all performance dates as NEOGOV deems reasonably necessary. d) Support. Phone support for the Services is available to Customer Monday through Friday, excluding NEOGOV holidays. Customer may submit a request for online support for the Services 24 hours a day, seven days a week, and the NEOGOV support desk will acknowledge receipt of the request within a reasonable time. The length of time for a resolution of any problem is dependent on the type of case. e) Limitations. Unless otherwise specified in the Order Form, this Agreement does not obligate NEOGOV to render any maintenance or support services that are not expressly provided herein, including, but not limited to data uploads, manual data entry, migration services, data conversion, refinement, purification, reformatting, SQL dump, or process consultation.
Section 3.3 – Deliver and Acceptance; Section 3.4 – Deliver Contact; Section 3.5 – Registration and Titling; Section 3.6 – Delivery Delays; Section 3.7 – Compliant Products; And Section 3.8 - Acceptance	Request to delete these sections in their entirety and leave intentionally blank as they are inapplicable to a subscription to cloud base SaaS accessed via webpage. Please defer to Section 2 (SaaS Subscription) of NEOGOV's Services Agreement, copied below: 2. SaaS Subscription. a) Subscription Grant. "SaaS Applications" means each proprietary NEOGOV web-based software-as-a-service application that may be set forth on an Order Form and subsequently made available by NEOGOV to Customer, and associated components as described in any written service specifications made available to Customer by NEOGOV (the "Service Specifications"). Subject to and conditioned on Customer's and its Authorized Users' compliance with the terms and conditions of this Agreement, NEOGOV hereby grants to Customer a limited, non-exclusive, non-transferable, and non-sublicensable right to (i) onboard, access and use, and to permit Authorized Users to onboard, access and use, the SaaS Applications specified in the Order Form solely for Customer's internal, non-commercial purposes; (ii) generate, print, and download Customer Data as may result from any access to or use of the SaaS Applications; and (iii) train Authorized Users in uses of the SaaS Applications permitted hereunder (these rights shall collectively be referred to as the "SaaS Subscription"). "Authorized Users" means (1) Customer employees, agents, contractors, consultants ("Personnel") who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Services Agreement and (2) for whom access to the Services has been purchased hereunder. You shall not exceed the usage limits (if any) as detailed in the user tier in the applicable Order Form. You may not

	access the SaaS Applications if you are a direct competitor of NEOGOV or its affiliates. In addition, you may not access the SaaS Applications for purposes of monitoring their availability, performance, or functionality, or for any other benchmarking or competitive purposes. You shall be responsible for each Authorized User's access to and use of the SaaS Applications and compliance with applicable terms and conditions of this Agreement. b) Subscription Term. Unless otherwise specified in an applicable Order Form, SaaS Subscriptions shall commence on the Effective Date and remain in effect for twelve (12) consecutive months, unless terminated earlier in accordance with this Agreement (the "Initial Term"). Thereafter, SaaS Subscriptions shall automatically renew for successive twelve (12) month terms (each a "Renewal Term" and together with the Initial Term, collectively, the "Term") unless a party delivers to the other party, at least thirty (30) days prior to the expiration of the Initial Term or the applicable Renewal Term, written notice of such party's intention to not renew the SaaS Subscriptions, or unless terminated earlier in accordance with this Agreement. The Term for the Services is a continuous and non-divisible commitment for the full duration regardless of any invoice schedule. The purchase of any Service is separate from any other order for any other Service. Customer may purchase certain Services independently of other Services. Your obligation to pay for any Service is not contingent on performance of any other Service or delivery of any other Service.
Section 3.10.1 – Indemnity Clause	Request to delete in its entirety and defer to Section 14 (Indemnification) and Exhibit A Section 3 (Indemnification) of NEOGOV's Services Agreement, copied below. We offer a hosted "cloud" software solution, so the critical area of concern to customers is the validity of our intellectual property which is why we can agree to indemnify for any claims related to intellectual property infringement. 14. Indemnification. a) Customer Indemnity. To the extent permitted by applicable law, Customer will defend and indemnify NEOGOV from and against any claim, demand, suit or proceeding made or brought against NEOGOV (i) by a third party alleging that any Customer Data infringes or misappropriates such third party's intellectual property rights, (ii) in connection with Customer's violation of any applicable laws, or (iii) any claim or allegation by any third party resulting from or related to Customer's or any of its Authorized User's breach of Section 3 of this Agreement. b) NEOGOV Indemnity. Subject to subsections 14(b)(i) through 14(b)(iii) and 14(c) of this Section, if a third party makes a claim against Customer that

any NEOGOV intellectual property furnished by NEOGOV and used by Customer infringes a third party's intellectual property rights, NEOGOV will defend the Customer against the claim and indemnify the Customer from the damages and liabilities awarded by the court to the third-party claiming infringement or the settlement agreed to by NEOGOV.

i) **Alternative Resolution.** If NEOGOV believes or it is determined that any of the Services may have violated a third party's intellectual property rights, NEOGOV may choose to either modify the Services to be non-infringing or obtain a license to allow for continued use. If these alternatives are not commercially reasonable, NEOGOV may end the subscription or license for the Services and refund a pro-rata portion of any fees covering the whole months that would have remained, absent such early termination, following the effective date of such early termination.

ii) **No Duty to Indemnify.** NEOGOV will not indemnify Customer if Customer alters the Service or Service Specifications, or uses it outside the scope of use or if Customer uses a version of the Service or Service Specifications which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Services or Service Specifications which was provided to Customer, or if the Customer continues to use the infringing material after the subscription expires. NEOGOV will not indemnify the Customer to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by NEOGOV. NEOGOV will not indemnify Customer for any portion of an infringement claim that is based upon the combination of Service or Service Specifications with any products or services not provided by NEOGOV. NEOGOV will not indemnify Customer for infringement caused by Customer's actions against any third party if the Services as delivered to Customer and used in accordance with the terms of the Agreement would not otherwise infringe any third-party intellectual property rights.

iii) **Exclusive Remedy.** This Section provides the exclusive remedy for any intellectual property infringement claims or damages against NEOGOV.

c) **Indemnification Procedures.** In order to receive the indemnities described hereunder, the indemnified party must: (i) promptly notify the indemnifying party, in writing, of any claim; (ii) cooperate reasonably with indemnifying party, at the indemnifying party's expense, in the defense and/or settlement thereof; and (iii) allow the indemnifying party to control the defense and/or settlement thereof except that the indemnifying party may not, without the indemnified party's prior written consent, enter into any settlement that does not unconditionally release the indemnified party from liability. The indemnified party shall have the right to participate in any defense of a claim and/or to be represented by counsel of its own choosing at its own expense, provided that ultimate control of such defense shall remain solely with the indemnifying party.

	3. Indemnification. If Customer is prohibited by federal, state or local law from agreeing to hold harmless or indemnify third parties, Section 14(a) and the indemnification provision included in Section 18 of the Services Agreement shall not apply to Customer, to the extent disallowed by applicable law.
Section 3.10.3 - Assignment	As a private-equity owned company, we must be able to allow for mergers/acquisitions and new investors, therefore, need to have some flexibility with our corporate structure. Request to modify with the addition of the following: "For purposes of clarity, any merger, consolidation, or reorganization involving Respondent (regardless of whether Respondent is a surviving or disappearing entity) will not be considered a transfer of rights, obligations, or performance under this Agreement, and Respondent will not be obligated to provide notice or obtain consent from the Entity."
Section 3.10.4 – Compliance with Laws	Request to modify with the addition of "as applicable to Respondents provision of the Services under this Agreement."
Section 5.3.4 – Bonding Capacity	Request to delete in its entirety as bond requirements are inapplicable to SaaS.

Warranty Requirements for HRIS Implementation	Request to delete in its entirety and defer to Section 13 (Representations, Warranties, and Disclaimers) of NEOGOV's Services Agreement, copied below and NEOGOV's SLA, attached. SaaS providers offer the same platform to each of their clients without customization. Consequently, all clients receive the same levels of service. I appreciate your and your team's understanding of the workings of SaaS providers. 13. Representations, Warranties, and Disclaimers. a) Mutual Representations. Each party represents and warrants to the other party that (i) it has full power and authority under all relevant laws and regulations and is duly authorized to enter into this Agreement; and (ii) to its knowledge, the execution, delivery and performance of this Agreement by such party does not conflict with any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound, nor violate any law or regulation of any court, governmental body or administrative or other agency having jurisdiction over it. b) Additional Customer Representations and Warranties. Customer hereby represents and warrants to NEOGOV that: (1) Customer and Authorized Users have all necessary rights and authority to upload Customer Data to the Service without violating any third party's proprietary or privacy rights, including intellectual property rights; (2) Customer Data does not contain any viruses, worms, Trojan horses, or other harmful or destructive code or content; and (3) Customer will use the Service in compliance with all laws, rules, regulations, and this Agreement. c) Service Performance Warranty. NEOGOV warrants that it provides the Services using a commercially reasonable level of care and skill and in a professional manner in accordance with generally recognized industry standards for similar services. d) No Other Warranty. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS WARRANTY SECTION, THE SERVICES AND ANY OTHER INFORMATION ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. NEOGOV DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NEOGOV DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE, OR THAT ANY ERROR WILL BE CORRECTED. e) Disclaimer of Actions Caused by and/or Under the Control of Third Parties. NEOGOV DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM THE NEOGOV SYSTEM AND OTHER PORTIONS OF THE
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	INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH NEOGOV WILL USE COMMERCIALY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, NEOGOV CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, NEOGOV DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS OR WITH RESPECT TO ANY THIRD PARTY SERVICES. f) No Medical Advice. Through certain Services, NEOGOV may make certain telehealth related information available to Customer and/or facilitate user access to telemedicine, expert medical services, and/or emergency medical services. NEOGOV is independent from healthcare providers who provide telemedicine services and is not responsible for such healthcare providers' acts, omissions or for any content or communications made by them. The Services do not provide medical advice and do not create a healthcare provider/patient relationship between Customer and NEOGOV or otherwise. Any Services, or content accessed from the Services, are for informational purposes only and do not constitute medical advice. Customer should seek professional medical advice, diagnosis, and/or treatment for any and all medical conditions, whether as a result of using Services or otherwise. NEOGOV IS NOT RESPONSIBLE OR LIABLE FOR ANY ADVICE, COURSE OF TREATMENT, DIAGNOSIS OR ANY OTHER TREATMENT OR INFORMATION THAT CUSTOMER OR ITS USERS MAY OBTAIN THROUGH THE USE OF THE SERVICES.
Exhibit B – APRA Required Provisions	Please note that NEOGOV sells commercially available off the shelf SaaS, and not customizable software, therefore, this Exhibit is to the extent applicable.

Exhibit C

Section 4 – Indemnity

Request to delete in its entirety and defer to Section 14 (Indemnification) and Exhibit A Section 3 (Indemnification) of NEOGOV's Services Agreement, copied below. We offer a hosted "cloud" software solution, so the critical area of concern to customers is the validity of our intellectual property which is why we can agree to indemnify for any claims related to intellectual property infringement.

14. Indemnification.

a) Customer Indemnity. To the extent permitted by applicable law, Customer will defend and indemnify NEOGOV from and against any claim, demand, suit or proceeding made or brought against NEOGOV (i) by a third party alleging that any Customer Data infringes or misappropriates such third party's intellectual property rights, (ii) in connection with Customer's violation of any applicable laws, or (iii) any claim or allegation by any third party resulting from or related to Customer's or any of its Authorized User's breach of Section 3 of this Agreement.

b) NEOGOV Indemnity. Subject to subsections 14(b)(i) through 14(b)(iii) and 14(c) of this Section, if a third party makes a claim against Customer that any NEOGOV intellectual property furnished by NEOGOV and used by Customer infringes a third party's intellectual property rights, NEOGOV will defend the Customer against the claim and indemnify the Customer from the damages and liabilities awarded by the court to the third-party claiming infringement or the settlement agreed to by NEOGOV.

i) Alternative Resolution. If NEOGOV believes or it is determined that any of the Services may have violated a third party's intellectual property rights, NEOGOV may choose to either modify the Services to be non-infringing or obtain a license to allow for continued use. If these alternatives are not commercially reasonable, NEOGOV may end the subscription or license for the Services and refund a pro-rata portion of any fees covering the whole months that would have remained, absent such early termination, following the effective date of such early termination.

ii) No Duty to Indemnify. NEOGOV will not indemnify Customer if Customer alters the Service or Service Specifications, or uses it outside the scope of use or if Customer uses a version of the Service or Service Specifications which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Services or Service Specifications which was provided to Customer, or if the Customer continues to use the infringing material after the subscription expires. NEOGOV will not indemnify the Customer to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by NEOGOV. NEOGOV will not indemnify Customer for any portion of an infringement claim that is based upon the combination of Service or Service Specifications with any products or services not provided by NEOGOV.

	NEOGOV will not indemnify Customer for infringement caused by Customer's actions against any third party if the Services as delivered to Customer and used in accordance with the terms of the Agreement would not otherwise infringe any third-party intellectual property rights. iii) Exclusive Remedy. This Section provides the exclusive remedy for any intellectual property infringement claims or damages against NEOGOV. c) Indemnification Procedures. In order to receive the indemnities described hereunder, the indemnified party must: (i) promptly notify the indemnifying party, in writing, of any claim; (ii) cooperate reasonably with indemnifying party, at the indemnifying party's expense, in the defense and/or settlement thereof; and (iii) allow the indemnifying party to control the defense and/or settlement thereof except that the indemnifying party may not, without the indemnified party's prior written consent, enter into any settlement that does not unconditionally release the indemnified party from liability. The indemnified party shall have the right to participate in any defense of a claim and/or to be represented by counsel of its own choosing at its own expense, provided that ultimate control of such defense shall remain solely with the indemnifying party. 3. Indemnification. If Customer is prohibited by federal, state or local law from agreeing to hold harmless or indemnify third parties, Section 14(a) and the indemnification provision included in Section 18 of the Services Agreement shall not apply to Customer, to the extent disallowed by applicable law.
Exhibit C Section 6 – System Customization and Scalability	NEOGOV is not developing custom software with this agreement but is providing access to our hosted cloud solution which is shared by 10k+ customers. We provide a demo and a free trial for prospective customers to determine whether our solution will serve their needs, but we can't warrant that it will fit every customer's particular needs.

Attachment E – Certificate of Insurance	NEOGOV’s insurance is not customer specific. Request to delete in its entirety and defer to the below: At all times during the Term NEOGOV shall procure and maintain, at its sole cost and expense, all insurance coverage required by applicable law, and in any event insurance coverage in the following types: (i) Commercial General Liability including bodily injury and tangible or real property in the amount of \$1,000,000 each occurrence, and \$3,000,000 general aggregate; (ii) Errors and Omissions Including Cyber Liability Insurance in the amounts of \$3,000,000 per occurrence and \$3,000,000 aggregate; and (iii) Worker’s Compensation and employers’ liability insurance with limits no less than the minimum amount required by applicable Law for each accident and occupational illness claim. Customer can be added as an additional insured for the Commercial General Liability only.
Appendix I – Sample Contract Section 1.4 – Contract Documents	Request to add NEOGOV’s Services Agreement to the Contract Documents.
Appendix I – Sample Contract Section 1.4.1 – Term of Contract and Delivery Schedule – Commencement of Work	NEOGOV sells annual subscriptions that begin on the subscription start date as agreed upon by the parties. Request to delete in its entirety and defer to Section 2(b) (Subscription Term) of NEOGOV’s Services Agreement, copied below: b) Subscription Term. Unless otherwise specified in an applicable Order Form, SaaS Subscriptions shall commence on the Effective Date and remain in effect for twelve (12) consecutive months, unless terminated earlier in accordance with this Agreement (the “Initial Term”). Thereafter, SaaS Subscriptions shall automatically renew for successive twelve (12) month terms (each a “Renewal Term” and together with the Initial Term, collectively, the “Term”) unless a party delivers to the other party, at least thirty (30) days prior to the expiration of the Initial Term or the applicable Renewal Term, written notice of such party’s intention to not renew the SaaS Subscriptions, or unless terminated earlier in accordance with this Agreement. The Term for the Services is a continuous and non-divisible commitment for the full duration regardless of any invoice schedule. The purchase of any Service is separate from any other order for any other Service. Customer may purchase certain

	Services independently of other Services. Your obligation to pay for any Service is not contingent on performance of any other Service or delivery of any other Service.
Appendix I – Sample Contract Section 1.4.2 – Pre-Existing Conditions	Request to delete in its entirety as it is inapplicable to cloud based SaaS.
Appendix I – Sample Contract Section 1.4.3 – Liquidated Damages	Request to delete in its entirety and defer to Section 15(a) (Exclusion of Damages) of NEOGOV’s Services Agreement, copied below. For clarity, this is not a development or construction arrangement where a section like this could be applicable. This agreement involves pre-developed, off the shelf, software as a service of which is accessed via webpage. a) EXCLUSION OF DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, INCLUDING FOR ANY: (a) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN VALUE; (b) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION OR DELAY OF THE SERVICES; (c) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (d) COST OF REPLACEMENT GOODS OR SERVICES; (e) LOSS OF GOODWILL, LOSS OF BUSINESS OPPORTUNITY OR PROFIT, OR LOSS OF REPUTATION; OR (f) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE

	FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
Appendix I – Sample Contract Section 1.4.5 – Acquisition, Merger, Sale and/or Transfer of Business, etc.	As a private-equity owned company, we must be able to allow for mergers/acquisitions and new investors, therefore, need to have some flexibility with our corporate structure. It would be unreasonable to obtain approval from each of our customers. Request to modify as indicated in strikethrough below: 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.
Appendix I – Sample Contract Section 1.4.6 – Termination of Contract for Cause; Section 1.4.7 – Termination of Contract for Convenience of the Entity; Section 1.4.8 – Post Expiration and Termination Procedures;	NEOGOV sells prepaid annual subscriptions, a termination for convenience would essentially make it monthly which is not how we price or sell our products. Request to delete in their entirety and defer to Section 6(b) (Termination for Cause: Effect of Termination) and Exhibit A Section 2 (Termination for Non-Appropriation) of NEOGOV's Services Agreement, copied below: b) Termination for Cause; Effect of Termination. Either Party may terminate this Agreement immediately if the other is in material breach of this Agreement and such breach is not cured within thirty (30) days following non-breaching party's written specification of the breach. NEOGOV may suspend the Services or terminate this Agreement immediately in the event the Services or Customer's use of the Services provided hereunder pose a security risk to the Services, NEOGOV or any third party, or become illegal or contrary to any applicable law, rule, regulation, or public policy. Upon expiration or any termination of this Agreement, Customer shall cease all use and refrain from

And Section 1.4.9 – Transitional Period	all further use of the Services and other NEOGOV Intellectual Property. Additionally, Customer shall be obligated to pay, as of the effective date of such expiration or termination, all amounts due and unpaid to NEOGOV under this Agreement. Unless otherwise specified, following 90 days after expiration or termination of the Agreement NEOGOV may remove Customer Data from NEOGOV Services and without Customer consent or notice. 2. Termination for Non-Appropriation of Funds on Multi-Year Deals. Customer represents that it has received sufficient appropriation of funds by the applicable legislature (or other appropriate governmental body) (“Governmental Appropriation”) for the first year of the term of any Order Form executed by Customer (the “First Year” and all such years following the First Year which are included in the term of an Order Form, the “Future Years”). If Customer is subject to federal, state or local law which makes Customer’s financial obligations under this Services Agreement contingent upon Governmental Appropriation, and if such funds are not forthcoming or are insufficient due to failure of such Governmental Appropriation, then Customer will have the right to terminate the then remaining portion of any Future Years under the Services Agreement at no additional cost and with no penalty by giving prior written notice documenting the lack of funding. Customer will provide at least thirty (30) days advance written notice of such termination. Customer will use reasonable efforts to ensure appropriated funds are available. It is expressly agreed that Customer shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its fiscal operations. If Customer terminates the Services Agreement under this Section 2, Customer agrees not to replace the Services with functionally similar products or services for a period of one year after the termination of the Services Agreement.
Appendix I – Sample Contract Section 1.4.10 – Ownership of Material	The City will retain all ownership over its data, but this is an off the shelf product not a customized system. Request to delete in its entirety and defer to Section 9 (NEOGOV Intellectual Property) and Section 10 (Data Processing and Privacy) of NEOGOV’s Services Agreement, copied below: 9. NEOGOV Intellectual Property Rights. a) NEOGOV shall exclusively own all right, title and interest in and to all pre-existing and future intellectual property developed or delivered by NEOGOV including all Services, products, systems, software (including any source code or object code) or Service Specifications related thereto, Updates or Upgrades, trademarks, service marks, logos and other distinctive brand features of NEOGOV and all proprietary rights embodied therein (collectively, the “NEOGOV Intellectual Property”). This Agreement does not convey or transfer title or ownership of the NEOGOV Intellectual Property to Customer or any of

its users. All rights not expressly granted herein are reserved by NEOGOV. Other than recommendation use or as required by law, all use of NEOGOV trademarks must be pre-approved by NEOGOV prior to use. Trademarks shall include any word, name, symbol, color, designation or device, or any combination thereof that functions as a source identifier, including any trademark, trade dress, service mark, trade name, logo, design mark, or domain name, whether or not registered.

b) Customer may, but is not obligated to, provide NEOGOV with suggestions, ideas, enhancement requests, or other feedback ("Feedback"). If Customer provides any such Feedback to NEOGOV, Customer hereby grants NEOGOV a nonexclusive, perpetual, irrevocable, royalty-free license to use all Feedback for any purpose. Feedback is provided to NEOGOV on an "as-is" basis without warranties of any kind.

10. Data Processing and Privacy.

a) Customer Data. "Customer Data" shall mean all data that is owned or developed by Customer, whether provided to NEOGOV by Customer or provided by a third party to NEOGOV in connection with NEOGOV's provision of Services to Customer, including Personnel data collected, loaded into, or located in Customer data files maintained by NEOGOV. NEOGOV Intellectual Property, including but not limited to the Services and all derivative works thereof, NEOGOV Confidential Information, and Platform Data do not fall within the meaning of the term "Customer Data". Customer exclusively owns all right, title, and interest in and to all Customer Data. Customer grants NEOGOV a license to host, use, process, display, create non-personal derivative works of, and transmit Customer Data to provide the Services. NEOGOV reserves the right to delete or disable Customer Data stored, transmitted or published by Customer using the Services upon receipt of a bona fide notification that such content infringes upon the intellectual property rights of others, or if NEOGOV otherwise reasonably believes any such content is in violation of this Agreement.

b) Platform Data. "Platform Data" shall mean any anonymized data reflecting the access to or use of the Services by or on behalf of Customer or any user, including statistical or other analysis and performance information related to the provision and operation of the Services including any end user visit, session, impression, clickthrough or click stream data, as well as log, device, transaction data, or other analysis, information, or data based on or derived from any of the foregoing. NEOGOV shall exclusively own all right, title and interest in and to all Platform Data. Customer acknowledges NEOGOV may compile Platform Data based on Customer Data input into the Services. Customer agrees that NEOGOV may use Platform Data to the extent and in the manner permitted under applicable law. Such anonymized data neither identifies Customer or its users, nor can Customer or any its users can be derived from such data.

c) Data Processing Agreement. The parties agree that the terms of the NEOGOV Data Processing Addendum ("DPA") made available on the NEOGOV Site is hereby incorporated herein by reference and made part of this Agreement and governs NEOGOV's processing of Personal Data.

d) Data Responsibilities.

i) NEOGOV will maintain commercially reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of the Customer Data. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Customer Data by NEOGOV personnel except (a) to provide the Services and prevent or address service or technical problems, (b) as compelled by applicable law, or (c) as Customer expressly permits in writing. Customer acknowledges and agrees that it is commercially reasonable for NEOGOV to rely upon the security processes and measures utilized by NEOGOV's cloud infrastructure providers.

ii) Customer is solely responsible for the development, content, operation, maintenance, and use of Customer Data, including but not limited to compliance with applicable laws. NEOGOV will have no responsibility or liability for the accuracy of the Customer Data prior to receipt of such data into the Services. Without limiting the foregoing, Customer shall be solely responsible for and shall comply with all applicable laws and regulations relating to (a) the accuracy and completeness of all information input, submitted, or uploaded to the Services, (b) the privacy of users of the Services, including, without limitation, providing appropriate notices to and obtaining appropriate consents from any individuals to whom Customer Data relates; and (c) the collection, use, modification, alteration, extraction, retention, copying, external storage, disclosure, transfer, disposal, and other processing of any Customer Data. NEOGOV is not responsible for lost data caused by the action or inaction of Customer or Authorized Users. Unless otherwise mutually agreed in writing, Customer shall not maintain any financial, health, payment card, or similarly sensitive data that imposes specific data security or data protection obligations within the Services. Customer shall provide and institute all appropriate tools and procedures required to ensure the security of its own information system and, more specifically, to prevent, detect and destroy the occurrence of any viruses.

e) Breach Notice. NEOGOV will notify Customer of unauthorized access to, or unauthorized use, loss or disclosure of Customer Data within its custody and control (a "Security Breach") within 72 hours of NEOGOV's confirmation of the nature and extent of the same or when required by applicable law, whichever is earlier. Each party will reasonably cooperate with the other with respect to the investigation and resolution of any Security Breach. If applicable law or Customer's policies require notification of its Authorized Users or others of the Security Breach, Customer shall be responsible for such notification.

	f) Data Export, Retention and Destruction. Customer may export or delete Customer Data from the Services at any time during a Subscription Term, using the existing features and functionality of the Services. Customer is solely responsible for its data retention obligations with respect to Customer Data. If and to the extent Customer cannot export or delete Customer Data stored on NEOGOV's systems using the then existing features and functionality of the Services, NEOGOV will, upon Customer's written request, make the Customer Data available for export by Customer or destroy the Customer Data. If Customer requires the Customer Data to be exported in a different format than provided by NEOGOV, such additional services will be subject to a separate agreement on a time and materials basis. Except as otherwise required by applicable law, NEOGOV will have no obligation to maintain or provide any Customer Data more than ninety (90) days after the expiration or termination of this Agreement. Customer acknowledges that it is solely responsible for determining any retention requirements with respect to the Customer Data as required by applicable law and NEOGOV disclaims all liability in connection with such determination. In addition, to the extent Customer requests that NEOGOV retain Customer Data beyond the expiration of the retention period required by applicable law, rule or regulation, NEOGOV disclaims all liability in connection with retaining such Customer Data including but not limited to any claims related to loss or destruction of such Customer Data.
Appendix I – Sample Contract Section 1.5 – Contract Sum and Payments	NEOGOV sells prepaid annual subscriptions, not professional services where a payment section like this could be applicable. Request to delete in its entirety and defer to Section 5 (Payment Terms) of NEOGOV's Services Agreement, copied below: 5. Payment Terms. a) Fees. Customer shall pay all Subscription, Onboarding and Set-Up fees ("Subscription Fees") and Professional Service fees ("Professional Service Fees", collectively the "Fees") as set forth in an Order Form within thirty (30) days of the date of NEOGOV's invoice. Fees shall be invoiced annually in advance and in a single invoice for each Term. Unless explicitly stated otherwise in an Order Form, all payments due under an Order Form are expressed in and shall be paid in U.S. dollars. Invoices shall be delivered to the stated "Bill To" party on the Order Form. Unless explicitly provided otherwise, once placed the Order Form is non-cancellable and sums paid nonrefundable. Any invoiced amount that is not received by NEOGOV when due as set forth in an Order Form will be subject to a late payment fee of 1.5% per month or the maximum rate permitted by law, whichever is lower. If any amount owing by Customer is more than 30 days overdue, NEOGOV may, without limiting its other rights and remedies, suspend the Services until such amounts are paid in full. If Subscription Fees are based upon the Authorized User or employee count as may be specified in an Order Form, Customer shall owe NEOGOV supplemental Subscription Fees to the extent Customer exceeds the number

	of Authorized Users or employees set forth in the Order Form. Except as otherwise specifically stated in the Order Form, NEOGOV may change the charges for the Services with effect from the start of each Renewal Term by providing Customer with new pricing at least thirty (30) day notice prior to commencement of a Renewal Term. The new pricing shall be deemed to be effective if Customer (a) returns an executed Order Form to NEOGOV, (b) remits payment to NEOGOV of the fees set forth in the invoice referencing the new pricing, or (c) the Customer or any of its Authorized Users access or use the Services after the expiration of the previous Term. b) Taxes. Customer will pay all taxes, duties and levies imposed by all federal, state, and local authorities (including, without limitation, export, sales, use, excise, and value-added taxes) based on the transactions or payments under this Agreement, except those taxes imposed or based on NEOGOV's net income or those exempt by applicable state law. Customer shall provide NEOGOV with a certificate or other evidence of such exemption within ten (10) days after the Effective Date of this Agreement and thereafter upon NEOGOV's request therefor. c) Purchase Orders. Any reference to a purchase order in an Order Form or any associated invoice is solely for Customer's convenience in record keeping, and no such reference or any delivery of services to Customer following receipt of any purchase order shall be deemed an acknowledgement of or an agreement to any terms or conditions referenced or included in any such purchase order. If a purchase order is delivered by Customer in connection with the purchase of Services, none of the terms and conditions contained in such purchase order shall have any effect or modify or supersede the terms and conditions of this Agreement. NEOGOV's failure to object to terms contained in any such purchase order shall not be a waiver of the terms set forth in this provision or in this Agreement.
Appendix I – Sample Contract Section 3 – Scope of Work	Request to delete this Section in its entirety and defer to the applicable NEOGOV Order Form. As stated above, NEOGOV sells off the shelf SaaS accessed via webpage not a customized software or professional services where a scope of work as stated could be applicable.

Appendix I – Sample Contract Section 4 – Required Provisions	As stated above, NEOGOV sells commercially available off the shelf SaaS products, many provisions are not applicable. This Section is to the extent applicable to NEOGOV’s products. Any access to records would need to be to the extent of the following: Notwithstanding the foregoing, all audits shall be limited to records relating exclusively to the Agreement between the Entity and Vendor. The Entity shall not be permitted to audit Vendor’s physical premises or servers where personal data or confidential information is stored. Audits shall be limited to one audit per year, with 30 days advance written notice to the Vendor required. All costs for the audits shall be incurred by the Entity.
Appendix I – Sample Contract Section 5.4 – Assignment	As a private-equity owned company, we must be able to allow for mergers/acquisitions and new investors, therefore, need to have some flexibility with our corporate structure. Request to modify with the addition of the following: “For purposes of clarity, any merger, consolidation, or reorganization involving Vendor (regardless of whether Vendor is a surviving or disappearing entity) will not be considered a transfer of rights, obligations, or performance under this Agreement, and Vendor will not be obligated to provide notice or obtain consent from Entity.”
Appendix I – Sample Contract Section 5.5 – Governing Law and Venue	NEOGOV can agree to Texas law and venue but all required provisions are to the extent applicable. Request to delete in its entirety and defer to Section 23(a) (Governing Law and Venue – modified) of NEOGOV’s Services Agreement, copied below: a) Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the state of Texas, without giving effect to conflict of law rules. Any legal action or proceeding relating to this Agreement shall be instituted only in any state or federal court in Texas.
Exhibit A2 – Payment & Pricing Schedule	NEOGOV sells prepaid annual subscriptions. Request to delete in its entirety and defer to Section 5 (Payment Terms) of NEOGOV’s Services Agreement, copied below: 5. Payment Terms. a) Fees. Customer shall pay all Subscription, Onboarding and Set-Up fees (“Subscription Fees”) and Professional Service fees (“Professional Service Fees”, collectively the “Fees”) as set forth in an Order Form within thirty (30) days of the date of NEOGOV’s invoice. Fees shall be invoiced annually in advance and in a single invoice for each Term. Unless explicitly stated otherwise in an Order Form, all payments due under an Order Form are

expressed in and shall be paid in U.S. dollars. Invoices shall be delivered to the stated "Bill To" party on the Order Form. Unless explicitly provided otherwise, once placed the Order Form is non-cancellable and sums paid nonrefundable. Any invoiced amount that is not received by NEOGOV when due as set forth in an Order Form will be subject to a late payment fee of 1.5% per month or the maximum rate permitted by law, whichever is lower. If any amount owing by Customer is more than 30 days overdue, NEOGOV may, without limiting its other rights and remedies, suspend the Services until such amounts are paid in full. If Subscription Fees are based upon the Authorized User or employee count as may be specified in an Order Form, Customer shall owe NEOGOV supplemental Subscription Fees to the extent Customer exceeds the number of Authorized Users or employees set forth in the Order Form. Except as otherwise specifically stated in the Order Form, NEOGOV may change the charges for the Services with effect from the start of each Renewal Term by providing Customer with new pricing at least thirty (30) day notice prior to commencement of a Renewal Term. The new pricing shall be deemed to be effective if Customer (a) returns an executed Order Form to NEOGOV, (b) remits payment to NEOGOV of the fees set forth in the invoice referencing the new pricing, or (c) the Customer or any of its Authorized Users access or use the Services after the expiration of the previous Term.

b) Taxes. Customer will pay all taxes, duties and levies imposed by all federal, state, and local authorities (including, without limitation, export, sales, use, excise, and value-added taxes) based on the transactions or payments under this Agreement, except those taxes imposed or based on NEOGOV's net income or those exempt by applicable state law. Customer shall provide NEOGOV with a certificate or other evidence of such exemption within ten (10) days after the Effective Date of this Agreement and thereafter upon NEOGOV's request therefor.

c) Purchase Orders. Any reference to a purchase order in an Order Form or any associated invoice is solely for Customer's convenience in record keeping, and no such reference or any delivery of services to Customer following receipt of any purchase order shall be deemed an acknowledgement of or an agreement to any terms or conditions referenced or included in any such purchase order. If a purchase order is delivered by Customer in connection with the purchase of Services, none of the terms and conditions contained in such purchase order shall have any effect or modify or supersede the terms and conditions of this Agreement. NEOGOV's failure to object to terms contained in any such purchase order shall not be a waiver of the terms set forth in this provision or in this Agreement.

Exhibit B – APRA Required provisions	Please note that NEOGOV sells commercially available off the shelf SaaS, and not customizable software, therefore, this Exhibit is to the extent applicable. This would not be considered a “funding agreement” or a development or customized agreement as defined under APRA.
Exhibit E – Bid, Performance, and Payment Bonds	Request to remove in its entirety as it is inapplicable to the provision of SaaS.

6. PRICING

- 6.1 Respondents shall complete and submit the Pricing Sheet (see Attachment B).
 - **NEOGOV Response:** See Attachment B for pricing sheet and Attachment B1 for additional information regarding pricing including but not limited to: pricing broken down by year, any potential discounts, etc.
- 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.
 - **NEOGOV Response:** All pricing for the proposed goods and services is valid for 120 days.
- 6.3 The Entity is exempt from taxes. DO NOT INCLUDE TAX IN YOUR PRICING SUBMITTAL.
 - **NEOGOV Response:** Tax is not included in pricing.
- 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.
 - **NEOGOV Response:** Pricing reflects an approximate 200 full-time employee count as indicated in the RFP.

Exhibit A- Project Scope of Work

Key Components

Applicant Tracking Requirements and Features

- The applicant tracking solution must streamline the recruitment process, ensuring efficiency, compliance, and positive candidate experience. Key functionalities include:
 - **NEOGOV Response:** The System's success is directly related to your ability to identify and hire the most qualified applicants. A critical piece to this success is providing you with proven tools to screen and identify these applicants. Insight facilitates applicant selection by providing your staff with the tools to screen and identify the applicants you need to drive success.

NEOGOV INSIGHT ATS provides an automated hiring and selection process with a high level of transparency for employees and managers.

- Unlimited Application Templates - Templates can be configured for full-time, part-time or seasonal, requesting different information from each template type.
- ADA Compliant and Mobile-Friendly Applicant Experience - Resume parsing allows applicants to create their profile once and it is retained for use in future submissions. Applicants can have visibility into the status of their application and self-schedule for testing and interviews. Support Electronic Offer letter acceptance, based on position specific offer templates. Ability to create specialty career pages for full-time, part-time and seasonal.
- Pre-Determined Approval Workflows - Configured specific to the type of job being posted. These can have pre-determined approval groups with great detail down to the department level or a specific person. Additionally, approval workflows can be configured for job descriptions, requisitions, offers and hire details that include custom form fields.
- Applicant Screening Tools - Ability to create a step referred to as a Rating Matrix step. This allows the hiring committee members to collaborate on selected candidates based on the desired rating criteria for the job posting. This step was designed specifically for search committees to rate and provide feedback about candidates in the selection process. Additionally, candidate review is also streamlined by use of Advanced Filters, Auto-Scoring and more.
- Unique Attachment Redaction - Assists your organization in reducing bias in the hiring process by allowing OHC users who do not have access to view Personally Identifiable Information (PII) to review applicant attachments with PII redacted. PII redaction occurs automatically based on matching keywords from a candidate's application and then Insight users review attachments prior to making them available for OHC users to download to ensure all necessary information is redacted.
- Electronic Offer Letters - Offers are sent to the email address within the

candidate's master profile and their job seeker inbox within their GovernmentJobs.com account. The candidates will also have the ability to accept/reject the offer online using the organization's career pages. This feature will help your organization manage and track the entire offer process within NEOGOV while improving the overall candidate experience with your organization and also improving the recruitment efficiency. Hiring Managers will receive an email notification once a candidate accepts or rejects the electronic offer sent to them. The email notification will have the candidate name along with the requisition for which the e-offer was sent.

- Integrated Career Pages - Job postings are automatically posted. The link to your Career Pages can be housed on your Website, or you can link a specific job off your website to your NEOGOV Career Pages. Additionally, specialty or department specific career pages can be created to zero in on areas of recruitment that varies from traditional full-time. This could be for seasonal, hourly, intern, or pooled postings as examples. Jobs can automatically post to the Career Page and GovernmentJobs.com (with subscription). Recruiters can easily post open jobs and create links to social media sites and other external sites. A RSS Feed is available for Career Pages which is accepted by many Job Boards for scraping Career Pages. The Job Target feature allows users to automatically advertise underperforming jobs on over 25k+ job partner boards, on a per recruitment pricing to maximize your advertising budget.

Job Postings:

- Allow the creation of job postings for both internal and external audiences.
 - **NEOGOV Response:** An internal job posting can be identified prior to posting the job. Additionally, the City can designate for all "External Only" postings to appear on the Career Page available to the public and have a separate URL to post internal jobs within the City intranet, or internal websites. The City can qualify candidates through application questions that can identify current or previous employees.
- Integrate with multiple job boards and social media platforms for broader reach, supporting one-click posting to multiple sites.
 - **NEOGOV Response:** Jobs can automatically post to the your Career Pages and Governmentjobs.com (with subscription). Recruiters can easily post open jobs and create links to social media sites and other external sites. A RSS Feed is available for Career Pages which is accepted by many Job Boards for scraping Career Pages. Insight's Job Target feature allows users to advertise underperforming jobs on various job partner boards. Job Target is associated with approximately 25,000 job boards with both paid and free options.
- Provide customizable templates for job descriptions, ensuring consistency across postings.
 - **NEOGOV Response:** Job postings can also be copied and used as a "template" for future postings - much of the information from the job posting comes from the approved

requisition or HR can autofill job description information (salary, responsibilities, minimum requirements, etc.) that is linked to the Class Spec/Job Description in the Class Spec Library. The job can be published through Insight and then will automatically display on the organization's Career Pages and Schooljobs.com. Insight allows for creation of an unlimited number of job application templates. The application template to be used is selected when the job posting is created.

Applicant Tracking System (ATS):

- Enable tracking of applicants throughout the recruitment lifecycle, from application submission to final hiring decisions.
- **NEOGOV Response:** The Recruit module is our integrated recruiting, applicant tracking, and onboarding module designed to help you efficiently attract, hire, and onboard talent.

With **Insight**, NEOGOV's Applicant Tracking:

- Accept job applications online
- Automatically store and access applications in the applicant database
- Create and post job announcements quickly
- Post jobs and advertise more quickly and efficiently, drastically reduce your time-to-hire.
- Attract "passive" applicants with automatic job interest cards
- Give applicants the ability to enter their contact information for any one of your agency's jobs and be notified automatically when you open it for recruitment
- Proactively search your applicant database
- Proactively search your entire applicant database for a particular skill
- Post job descriptions to your website
- Automatically "post" your job descriptions (class specifications) to your website. This gives applicants the ability to easily find jobs they might be interested in even though you may not be recruiting for that position at that time.
- Easily post job ads on other websites
- Immediately increase the visibility of your recruitment advertising by cross-posting your announcements to the leading online job boards
- Conduct recruitment and examination planning

Applicants can submit job interest cards online and will be notified via email when a matching recruitment becomes available. Job interest cards are automatically distributed when the recruitment is advertised and includes a link which drives the applicant directly back to that job listing on your site. You can report on all job interest card activity at any time, too, to see how many people have submitted cards and to also estimate and prepare for how much activity you can expect when you open the job.

Onboard allows agencies to remain compliant, build culture, establish connections, provide clarity and create reminders for checkbacks with new employees. New employees

complete all forms and tasks on time through automated processes and notifications of the system. Using Onboard's portals, new hires can get a glimpse of the organization, department and teams through any photos, videos, etc. posted. Mentors for support and guidance can be set up to establish connections with new hires from day one. This will allow the new hire to become comfortable and get acclimated faster. The solution displays job descriptions and goals to ensure clarity of job duties and expectations. Onboard is not only for the new hire to use on the first day or first week. The system's checkbacks will notify managers to follow up with their new employees at any later set date to check in and gather any feedback from them.

For clients with **Core HR**, Personal Information, Emergency Contacts and Direct Deposit forms seamlessly push information collected to establish record which initiates Open Enrollment, generates Timesheets and provides visibility into paystubs.

- Maintain a centralized database of applicant profiles, including resumes, cover letters, and application statuses.
 - **NEOGOV Response:** The City can define what materials (and associated file types – i.e. .pdf, .doc, .xls, .tif, etc.) may be uploaded and attached directly by the applicant as part of their electronic application. The applicants 10 most recent attachments will appear for the applicant to choose from to re-use for future applications. The search committee will be able to see any submitted attachments including applications, resumes, cover letters, etc. for each of the applicants. In the initial recruitment process, this will take place via an SME review step.

In addition, HR can attach unlimited documents (certificates, resumes, transcripts, etc.) directly onto an Applicant Master Profile so that authorized users can access these regardless of recruitment. For example, organizations that track Veteran's Preference can simply attach a copy of the applicant's DD214 to the applicant's profile for quick and easy verification. All attachments, whether submitted as part of the application or attached to a master profile can be viewed directly online in its native format by authorized users to facilitate the screening process.

Candidate profiles are set up within Insight once a candidate submits an application. Candidates must use a unique email address in order to set up a candidate profile which helps to eliminate duplicate profiles. All records associated with a candidate, including application disposition per recruitment, will be attached to their candidate profile within Insight and can be referred to and maintained by the City.

- Allow advanced filtering and search capabilities to identify qualified candidates based on skills, experience, and certifications.

- **NEOGOV Response:** With Insight you can create filters to search for candidates based on criteria/keywords that you've set. You can also use a feature called Auto Scoring to screen candidates for minimum or desirable qualifications based on their responses to job specific supplemental questions. The auto scoring tool could then rank your candidates on a position from most qualified to least qualified after filtering out any candidates that don't meet the minimum qualifications of the position.

Interview Scheduling:

- Provide tools to schedule interviews with seamless integration to calendar systems, reducing coordination time.
 - **NEOGOV Response:** There is not a direct calendar integration. However, emails throughout some products in scope can contain a link to add to Gmail or Outlook calendars.

Additionally, the Unified Dashboard contains a calendar that can be used by employees to track due dates. Due dates & email notifications can be triggered at each step of the process to keep users who are associated informed, in real-time, the progress of requisitions and hires. The approval status/task can be viewed by users with permission on their respective dashboards in real-time.

In Insight, Raters and Applicants can add scheduled interviews/events to their Google or Outlook calendars. Deep integration for calendar availability in Insight is under consideration for our roadmap.

Calendar

Filter by

PRODUCT

☒ Unified Suite

☒ Recruiting

☒ Onboard

☒ Performance

☒ Time & Attendance

☐ Training

☐ Course Catalog

☒ Classroom Courses

☒ Online Courses

☒ Forms

TASK STATUS

☒ Completed

☒ Current

☐ Pending

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
28	29	30	1	2	3	4
		Approve and Sign Competency S...	Job Network Administrator... Recruiting	Complete Type		
5	6	7	8	9	10	11
	Add 2-3 Competencies to est... Add 2-3 Competencies to est... + 1 More					
12	13	14	15	16	17	18
19	20	21	22	23	24	25
				Interview Adjunct Faculty, ... Recruiting		
26	27	28	29	30	31	1
	Approve and Sign 2023 A... Performance Assign and prepare works...	Order appropriate supplies Onboard	Contact IT to start setting ... Onboard		Send email to employee wh... Onboard	

- Allow applicants to select interview slots based on availability, streamlining the scheduling process.
 - **NEOGOV Response:** Interview slots, including dates, times, locations, and number of slots can be created for each recruitment. Recruiters and hiring department users with granted permission can either schedule the candidate manually or set up self-scheduling where the qualifying applicant, through their Jobseeker account on Career Pages, can choose from the available dates and times. Once all slots (if there is more than one) for a specific date and time are taken, that slot will no longer show on candidate facing self-schedule. If users are scheduling candidates manually and all slots are filled for a specific date and time, the user will not be able to choose that slot. Self-scheduling notices also go out once candidates select times, to both the candidate and associated raters, which includes a link to add the time to the candidate and rater calendars.
- Track interview feedback and ratings from hiring managers in a centralized location.
 - **NEOGOV Response:** In the Online Hiring Center, department users or hiring managers can make their own notes through the rating process in a number of ways, depending on the preference of the City. A few noteworthy ways to accomplish this could be through a 'comments only' review of candidates, use of the comments during Rating Matrix, or use of the notes section of the referred candidate list. The Hiring steps after the candidates are referred also follow a workflow of steps that is able to be customized to meet your specific hiring process.
 - Online Hiring Center Users, like Hiring Managers, can use approval workflows & upload attachments such as interview scoring guides, in a number of places related to the recruitment they are hiring for, such as the requisition, the offer or the hire forms.

Integration with Background Check Services:

- Automate the initiation of background checks with third-party services as part of the recruitment workflow.
 - **NEOGOV Response:** NEOGOV's recruiting products provide comprehensive functionality to thoroughly track a candidate throughout the entire hiring journey - from being a prospective candidate, application, selection process, offer, preboarding and hire.

NEOGOV maintains active partnerships with several vendors providing background check services and can provide you with discounted services as well as direct integration with Insight/OHC if desired. Depending on the current vendor and/or integration requirements, additional costs may apply.

Pre-Boarding is also included with Insight & Onboard allowing newly offered candidates to

complete some pre-boarding tasks and forms while still in a contingent offer status (before being considered a true hire). Some customers choose to have candidates complete background checking processes forms through Preboarding instead of through direct integration with our background checking vendors.

- Track the status and results of background checks within the ATS for compliance and record-keeping.
 - **NEOGOV Response:** Background checks through third party vendor partners are available to set as a step in the Onboard hire workflow as well. NEOGOV maintains active partnerships with several vendors providing background check services and can provide you with discounted services as well as direct integration with Insight if desired. Depending on the current vendor and/or integration requirements, additional costs may apply. Background vendors will be able to provide a variety of services depending on the vendor selected including credit and criminal.

Pre-Boarding is also included with Insight & Onboard, allowing newly offered candidates to complete some pre-boarding tasks and forms while still in a contingent offer status (before being considered a true hire). Some customers choose to have candidates complete background checking processes forms through Preboarding instead of through direct integration with our background checking vendors.

Equal Employment Opportunity (EEO) Compliance:

- Collect and store EEO data in compliance with federal regulations, ensuring confidentiality and proper handling.
 - **NEOGOV Response:** EEOC and Bureau of Labor Statistics reporting is supported through standard reports as well as our report builder. The following reports have been helpful to other clients on these topics:

Core HR:

- Employee Information, Employee Names and Addresses, Employee Change Report, Transfers and Promotions, Employees By Position, Employees by Worker's Comp Class, New Hires and Terminations, Employee Profiles, Personnel Movement, Wage Details, Jobs, Positions, Position Details, HR Departmental Report, and Employee Counts, Personnel Action Report, EEO-1 Employment Equity, EEO-4 Employment Equity, EEO-4A Hawaii Government Report, EEO-4 New Hire Report, EEO-5 Elementary Secondary Staff, Quarterly EE Report, US Veterans Employment

Benefits:

- Plan Elections Enrollments, Enrollment Process, and Mass Enrollment Report
- ACA reporting is available within our Core HR product and can report on Safe Harbors.

Payroll:

- Employee Change Report
- Detail Entries by Employee
- Generic Labor Distribution
- Total Earnings per WC Class

NEOGOV also offers a Report Builder that is included in your service fees at no extra cost. Report Builder is incredibly user-friendly and allows users to adopt a self-service method for creating interface files that can be updated and generated at the speed of need. Access to EEO data is permissioned based throughout all products in scope.

Analytics users have access to Time-to-Hire reports with charts for the time to hire metrics of all departments, class specs, or divisions, or the agency in a single click. Time-to-Hire reporting also allows for benchmarking to compare metrics against that of peer organizations that are also NEOGOV customers. Time to Hire Dashboard also shows applicants at each stage of the hiring process by different EEO categories.

- Generate reports to demonstrate adherence to EEO requirements during audits or compliance checks.
 - **NEOGOV Response:** NEOGOV also offers a Report Builder that is included in your service fees at no extra cost. Report Builder is incredibly user-friendly and allows users to adopt a self-service method for creating interface files and custom dashboards that can be updated and generated at the speed of need. Access to EEO data is permissioned based throughout all products in scope.

Mobile Accessibility:

- Ensure the ATS is mobile-friendly for both applicants and recruiters, enabling application submission, tracking, and communication on the go.
 - **NEOGOV Response:** NEOGOV has a mobile app available within Apple and Android App stores. Career Pages are mobile friendly. Internal users can log into Insight/OHC on their phones and tablets on a supported browser.
- Allow hiring managers to review applications and provide feedback from their mobile devices.
 - **NEOGOV Response:** NEOGOV is mobile compatible with any smartphone that can access NEOGOV supported browser pages can view applicable pages as well. Ideal use is always recommended with a full desktop capable screen, but mobile actions can always be taken by users that are away from their desks. For desktop users on any TMS products, we will support Chrome and Edge with Chromium. We will support Chrome and Edge with Chromium for desktop users on Governmentjobs.com and our Career Pages.

We support Safari and Chrome for mobile devices on Governmentjobs.com and Career Pages

NEOGOV's mobile app is now available in Apple and Android app store for employees and managers day to day work. The NEOGOV mobile app is made to be easy to use and will enable employees and managers a new way of completing their tasks and keeping on track with all of their activities on the go. Push notifications provide a daily summary of overdue and to-do tasks with customizable delivery time.

Candidate Communication:

- Enable personalized communication with candidates via email or SMS directly from the ATS.
 - **NEOGOV Response:** Candidates can receive an automated email response (created by your organization) upon submitting the application. All other communication with applicants will be sent as an action performed by the system user. Email and Text Notice templates can be customized to include merge fields from various points in the life cycle, as noted within previous line response.

Currently, candidates can opt into text notifications regarding hiring status updates and interview invitations for jobs they have submitted applications for.

Rapidly communicate via text and email with candidates about:

- Interview dates, times, and locations
 - Interview / Exam scheduling
 - Interview / Exam results
 - Applicant status updates
 - Next steps in the process
 - And more!
- Automate notifications to keep candidates informed of their application status at each stage.
 - **NEOGOV Response:** Candidates will receive an automated response (created by the organization) upon submitting the application. When rejecting a candidate, notification template can be linked to the inactivation reason and automatically sent from the system. All other communication with applicants can be sent per applicant or in bulk as an action performed by the user. Notice templates can be customized to include merge fields from various points in the life cycle.

Reporting and Analytics:

- Provide insights on key recruitment metrics, such as time-to-fill, source of hire, and candidate conversion rates.

- **NEOGOV Response:** Our full-featured reports (including over 95+ standard reports) include a variety of preset and custom options that give organizations the ability to find, track, and measure data critical to understanding the health of your organization— and ultimately your success. The Analytics & Reporting module contains preconfigured dashboards as well as dashboards that can be custom built to be sure users always have all necessary data.

Applicants:

- Collect and report on EEO data. Complete EEO data and statistics are at your fingertips in graph or data formats.
- Analyze and report applicant flow. Quickly identify applicant flow for your entire organization or for each recruitment by gender and ethnicity. Additionally, “drill down” into the applicant flow to quickly view and report on rejection reasons.
- Analyze and report on key metrics. Analyze and report on key hiring metrics including number of applications received, application source, number of eligible applicants, number of applicants referred, etc.

Recruitments:

- Track and analyze recruiting costs. Quickly identify how much your organization is spending on recruiting. Report on how much you spend by department, job class, time period, etc.

Workload:

- Track and analyze staff workload. Identify which of your staff is recruiting most often and even more importantly, most effectively. Generate reports detailing what recruiters, analysts, and other staff members are working on. Identify the workload placed on your staff so that you can effectively manage your staff and distribute work evenly.

Effectiveness:

- Measure applicant quality. Track and analyze the quality of the applicants you refer to your hiring managers. Insight can exchange data with your HRIS and performance tracking system for further validation.
- Measure time to hire. Identify how long it is taking to fill requisitions. Drill into the amount of time taken during each stage of the recruitment cycle to identify bottlenecks and opportunities to shorten the recruitment life cycle.
- Track and analyze hiring metrics. Generate reports on the fly such as cost-per-hire, number of open job postings, application volumes and much more.

- Generate custom reports to evaluate recruitment strategies and improve hiring efficiency.

- **NEOGOV Response:** Insight includes very robust reporting options featuring more 95 standard reports that have been developed exclusively for public sector recruitment. In addition to the 95+ standard reports available, Insight also features an easy-to-use Ad-Hoc reporting tool which enables non-technical individuals to create customized reports through a step-by-step report generation wizard.

Recruitments:

- Track and analyze recruiting costs. Quickly identify how much your organization is spending on recruiting. Report on how much you spend by department, job class, time period, etc. Measure applicant quality. Track and analyze the quality of the applicants you refer to your hiring managers. Insight can exchange data with your HRIS and performance tracking system for further validation.
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- Track and analyze hiring metrics. Generate reports on the fly such as cost-per-hire, number of open job postings, application volumes and much more.

Security and Compliance:

- Ensure all applicant data is stored securely with access control and audit capabilities.
 - **NEOGOV Response:** NEOGOV implements robust encryption, access controls, and audit trails. For encryption, NEOGOV uses TLS1.2 technology to encrypt all data in transit and AES256 encryption technology to encrypt all data at rest. Access controls are implemented through a roles-based security model, ensuring users access only areas they have rights to. Password requirements such as character types, expiration up to 6 months, and length can be defined by the agency. Multifactor Authentication (MFA) is compulsory for all privileged access to systems, applications, and sensitive data. For audit trails, the infrastructure is regularly audited and monitored to ensure non-essential services are disabled and strict access control policies are maintained. Audit trails are maintained, where applicable, of every process and action related to production servers and data. These can be accessed by NEOGOV personnel for security and auditing purposes.
- Comply with data privacy regulations such as GDPR and other relevant standards.
 - **NEOGOV Response:** NEOGOV ensures compliance and governance throughout the data migration process by adhering to industry standards and regulatory requirements. We implement strict data security measures, including encryption and access controls, to protect sensitive information. Our process includes thorough documentation and audit trails to maintain transparency and accountability. We also ensure that data handling practices comply with relevant laws and regulations, such as GDPR, HIPAA, and other applicable data protection standards. Regular reviews and audits are conducted to verify

compliance and address any governance issues, ensuring that all data is managed responsibly and ethically.

Payroll Processing

The system must accommodate the city's established payroll operations, including biweekly processing, direct deposit, tax filings, and benefits deductions. It should also support automated workflows for tax withholdings and manage taxable earnings such as overtime and bonuses, and collective bargaining/union employees.

- **NEOGOV Response:** NEOGOV is prepared to create a payroll experience that will include a Biweekly calculation and processing, direct deposit payout (ACH payments handled by NEOGOV through payroll services) Tax filing through NEOGOV's payroll services, and benefit deductions. We fully support workflow approvals for tax withholding changes as well as many other options. NEOGOV will establish OT and bonuses with special rules to meet the taxable needs required by the organization. NEOGOV also supports union/collective bargaining employees.

The system must support and enhance the City of La Marque's established payroll operations by addressing the following key functionalities:

Biweekly Payroll Processing:

- Efficiently handle biweekly payroll for all employee types, including full-time, part-time, and seasonal staff.
 - **NEOGOV Response:** NEOGOV can fully support the need for a biweekly payroll for all employee types including full-time, part-time, seasonal, etc.
- Ensure accurate calculation of regular wages, overtime, and special pay rates.
 - **NEOGOV Response:** Regular wages and special pay rates are maintained in the assignment of the employees. This will ensure accuracy in pay as the pay rates are driven by positions and special pay rates are driven by time codes or premium additions. The calculation of overtime is driven by the work rules and time rules set up. This is supported by both the assessment of overtime hours and the calculation of rates for overtime.

Direct Deposit Management:

- Support multiple direct deposit configurations, including partial deposits across multiple accounts (e.g., checking and savings).
 - **NEOGOV Response:** NEOGOV supports an unlimited number of direct deposit methods per employee, including HSA accounts. Primary and additional accounts can be defined, and additional accounts can be set with flat amounts or percentages and can be

prioritized. Employees can use Unified Dashboard to provide banking information, which is reviewed and approved before live in the system. Through our Payroll services product, the funding of direct deposits will be handled by NEOGOV as well. A full history of disbursements is maintained and reportable per employee.

- Automate the generation of ACH files for seamless bank transfers.
 - **NEOGOV Response:** Through our Payroll Services product, we can transfer funds for ACH for processed payrolls. For funding, our payroll services product will require wire transactions to be pulled from your bank account, rather than ACH. NEOGOV uses KotaPay for direct deposit ACH files. Reverse wire is the normal transaction type for both of our vendors, and all necessary set-up documents are completed by clients during implementation. The vendor will initiate the reverse wire from their side. You will want to ensure your bank is aware of and will approve the reverse wire. special note: The vendor Asure PTM will automatically use ACH Draft transaction type for any total tax payment under \$100k. Our vendor Kotapay supplies the CS Team with a report every pay period for both BankAccount Changes Required and Rejections. This report becomes available usually within one-three business days after ACH Wire has been performed. The CS Team will report to clients if either of these reports are generated.

Tax Filings and Withholdings:

- Automate tax withholdings based on federal, state, and local requirements.
 - **NEOGOV Response:** Tax withholding settings can be used to calculate withholdings based on percentages, flat amounts, default amounts based on status and exemptions, as well as a combination of all of the above. Tax Calculations are generated by the Symmetry Tax Engine. If tax laws change the calculations for wages and/or withholdings, NEOGOV will release these to the platform on your behalf.
- Generate and file mandatory reports such as IRS Form 941, W-2s, and 1099s.
 - **NEOGOV Response:** Through our Payroll Services product, we can pay and file your taxes (including Unemployment and local taxes), fund direct deposits, pay vendors for electronic wage orders, track and generate ACA data, complete quarterly filings, generate W2s, 1099s, and 1095s as well as 1094s, and generate files needed for completing your ACA filing at the end of the year.

During Implementation, a Payroll Services specialist will meet with you to confirm your tax rates, tax IDs, and required reports. As a standard, 1099s, W-2s, 1095-Cs, 940s, and 941s are provided. However, all mandatory tax reports will be itemized to confirm accurate filings and reporting.

- Allow for flexible updates to tax codes and withholding rates as legislation changes.

- **NEOGOV Response:** Tax withholding settings can be used to calculate withholdings based on percentages, flat amounts, default amounts based on status and exemptions, as well as a combination of all of the above. Tax Calculations are generated by the Symmetry Tax Engine. If tax laws change the calculations for wages and/or withholdings, NEOGOV will release these to the platform on your behalf.

Benefits Deductions:

- Accurately calculate and deduct benefits contributions, such as health insurance, retirement plans, and flexible spending accounts.
 - **NEOGOV Response:** The NEOGOV Benefits module simplifies the management and administration of employee benefits programs. It provides a user-friendly platform for HR professionals to design, implement, and manage a variety of benefits plans, including health insurance, retirement plans, and other employee perks. Employees can easily access and enroll in benefits through a self-service portal, which offers transparency and convenience. The module ensures accurate tracking of eligibility and enrollment status, streamlining communication and compliance with regulatory requirements. Additionally, it integrates with payroll systems to ensure seamless deductions and contributions. Overall, the Benefits module enhances the efficiency of benefits administration, improves employee satisfaction, and supports the organization's strategic HR goals.
- Handle pre-tax and post-tax deductions with appropriate compliance measures.
 - **NEOGOV Response:** Pre and post-tax deductions and benefits can be set up for various scenarios, including dependent care plans, the option to have pre-tax benefits recorded throughout the year so that they can be claimed in bulk at the end of the year, and various plans that are traditionally post-tax such as critical illness, voluntary life, AFLAC, etc.

Automated Workflows:

- Streamline workflows for payroll-related tasks, including tax withholding updates, benefit deductions, and payroll adjustments.
 - **NEOGOV Response:** NEOGOV Payroll allows users to process accurate payroll on time while ensuring compliance with changing payroll laws. Supporting complex payroll requirements, our solution integrates easily with any general ledger and accounting suite.
 - Automatic transactions to add premiums, stipends, salaries, as well as deductions and contributions from the Benefits platform
 - Complex capability: retro-pays, future dating, FLSA, proration of mid-pay period changes to compensation and/or elections, and more
 - Ensure compliance with changing payroll laws
 - Integrate easily with any general ledger or accounting suite

Depending on time generation needs, the payroll process generally consists of the following. A payroll batch will be created with empty pay headers. Time is either imported, or processed from approved timesheets, auto-paid, or any combination. Then a process is run to calculate the gross to net, the client reviews data either on screen or via reports, and finally, the client closes the payroll once approved. During the payroll process, the client can edit transactions including tax adjustments, benefit adjustments, retro earnings, and review results on a one-off basis. Once payroll is submitted, NEOGOV will distribute Direct Deposits to employees and provide Direct Deposit Files to Admins. Manual checks are done in-house through the organization.

Tax withholding settings can be used to calculate withholdings based on percentages, flat amounts, default amounts based on status and exemptions, as well as a combination of all of the above. Tax Calculations are generated by the Symmetry Tax Engine. If tax laws change the calculations for wages and/or withholdings, NEOGOV will release these to the platform on your behalf.

- Support approval processes for overtime, bonuses, and one-time payments.
 - **NEOGOV Response:** Approval processes for overtime exist through timesheet approvals. When an employee calculates overtime or has overtime added to timesheets and submitted for approval, managers will be able to view and approve the submission or decline and return the timesheet to the employee for correction. Bonuses and one-time payments that are applied as a premium can require approval when updated on an employee's assignment.

Management of Taxable Earnings:

- Accurately calculate and report taxable earnings, including:
 - Overtime pay.
 - **NEOGOV Response:** NEOGOV supports calculations and taxable wage reporting for Overtime Pay
 - Bonuses and incentive payments.
 - **NEOGOV Response:** NEOGOV supports calculations and taxable wage reporting for Bonuses and Incentive Pay
 - Retroactive pay and severance packages.
 - **NEOGOV Response:** NEOGOV supports calculations and taxable wage reporting for Retroactive and Severance pay
- Allow for the configuration of specific taxable and non-taxable earning types based on city policies.
 - **NEOGOV Response:** Taxable earnings and deductions can automatically be added to employee wage history on any frequency. They can also be entered directly into pay

checks, or imported. This will update all relevant boxes for W2 generation. A full audit trail is maintained for all data changes within the system. Taxable earnings and deductions can be edited by an admin at any time.

Support for Collective Bargaining and Union Employees:

- Accommodate unique payroll structures and agreements associated with unionized employees.
 - **NEOGOV Response:** Multiple payroll and transaction frequencies are supported. In addition to payroll frequencies being used to generate timesheets and associate relevant employees to their check date schedules, transaction frequencies are used to add transactions to specific check dates that are different from the regular check date schedule. An example is specialized pay frequencies and earnings/deductions that are specifically available for Unionized employees based on agreements.
- Support contract-specific requirements such as:
 - Pay scales and step increases based on tenure or certification.
 - **NEOGOV Response:** Pay Scales and Step increases based on tenure or certifications are supported.
 - Deductions for union dues or fees.
 - **NEOGOV Response:** NEOGOV support deductions for union fees or dues.
 - Compliance with collective bargaining agreements related to pay, benefits, and timekeeping.
 - **NEOGOV Response:** NEOGOV can support payrolls, benefit elections, and timekeeping requirements based on collective bargaining agreements. These functions will create and attached to specific union positions so as to only affect those under a collective bargaining agreement.
- Generate detailed reports for union-specific payroll audits and compliance tracking.
 - **NEOGOV Response:** NEOGOV's robust report build will give users the ability to create specific reports that only include union-specific payroll information for compliance tracking and verification.

Scalability and Compliance:

- Ensure scalability to accommodate future workforce growth or additional union requirements.
 - **NEOGOV Response:** NEOGOV's infrastructure is designed with a scalable architecture to accommodate growth and increasing user volumes. This is achieved through the use of high-quality servers and storage from leading vendors, all set up in a redundant, high-availability configuration to eliminate any single point of failure. The SaaS model and production environment are fully scalable, capable of supporting over 6,000 concurrent organizations. The system regularly monitors environments for increased load and dynamically adds resources as needed to maintain optimal performance. Furthermore,

NEOGOV utilizes BIG-IP load balancers to manage web server traffic effectively, ensuring data redundancy and scalability. This scalable architecture is designed to quickly adapt to increasing demand, ensuring high performance and reliability standards are maintained.

- Maintain compliance with all relevant labor laws, including federal, state, and local regulations.
 - **NEOGOV Response:** As a SaaS provider NEOGOV maintains compliance with all State and Federal mandates, updates, and modifications related to the System as part of the support provided.

Onboarding

The onboarding process must be efficient and fully digital, providing features such as pre-start access, task management, and integration with payroll systems. The solution must also include E-Verify integration to ensure compliance.

- **NEOGOV Response:** NEOGOV's Onboard (ON) enables new hires to become more productive from their first day on the job by streamlining new hire paperwork, processes and training. Onboard helps organizations to reduce cycle time from days to minutes, save time and effort, while enhancing the organization's image by providing a better experience for new employees.

The new hire process begins with a holistic integration built by NEOGOV between the applicant tracking system and the onboarding module.

New hire checklists provide various configuration capabilities. The checklists can be automatically assigned based on the new employee's department, position, or other factors decided by HR admin. The checklists can include various tasks including forms, documents, videos, approvals, signatures, and multi-step or multi-contributor action items. Tasks can be assigned to, not only the employee, but also to other key contributors involved in the hiring process with reminder and overdue notices.

NEOGOV's **Onboard** also has key integration points with other products in scope for seamless data management. Once hired - employees will be directly added to **Core HR, Payroll, Time and Attendance, and Benefits**.

Onboard has a free integration with **E-Verify** so the process can be managed within the product and training for new E-verify administrators.

The onboarding process must be designed to streamline the transition of new hires into the organization efficiently and digitally. Below are the key features and functionalities required:

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Onboard has a free integration with **E-Verify** so the process can be managed within the product and training for new E-Verify administrators.

Fully Digital Onboarding:

- Enable new hires to complete the entire onboarding process online, reducing manual paperwork.
 - **NEOGOV Response:** When a new employee is hired, they will be sent an activation link that will allow them to log into their new hire portal, which can contain widgets to give them all of the information needed for their new position as configured by admins. Within the portal, they will find their new hire checklists that provide various configuration capabilities. The checklists can be automatically assigned based on the new employee's department, position, or other factors decided by HR admin. The checklists can include various tasks including forms, documents, videos, approvals, signatures, and multi-step or multi-contributor action items. Tasks can be assigned to, not only the employee, but also to other key contributors involved in the hiring process. Multiple checklists can be auto assigned to each employee based on the needs of the agency.

NEOGOV also offers Pre-boarding is used to assign tasks and relevant information for potential employees prior to when they've been hired. Pre-Hires can be added to the system without an employee ID. Pre-boarding steps can be added to the pre-boarding checklist which will consist of different forms and tasks. Pre-boarding processes keep the agency organized when preparing for incoming employees.

- Support electronic submission of all necessary forms, such as W-4, I-9, and direct deposit details, with digital signature capabilities.
 - **NEOGOV Response:** Onboard comes standard with Federal W-4 and I-9 forms that are maintained and updated by the NEOGOV as updates are released. Both of these forms are electronic forms with acceptable electronic signature capabilities. E-Verify integration is included free of charge.

For clients who have Core HR, Personal Information, Emergency Contacts and Direct Deposit forms seamlessly push information collected to establish record which initiates Open Enrollment, generates Timesheets and provides visibility into paystubs.

Pre-Start Access:

- Allow new hires to begin onboarding activities before their official start date.
 - **NEOGOV Response:** When a new employee is hired, they will be sent an activation link that will allow them to log into their new hire portal, which can contain widgets to give them all of the information needed for their new position as configured by admins. Within the portal, they will find their new hire checklists that provide various configuration capabilities. The checklists can be automatically assigned based on the new employee's department, position, or other factors decided by HR admin. The checklists can include various tasks including forms, documents, videos, approvals, signatures, and multi-step or multi-contributor action items. Tasks can be assigned to, not only the employee, but also to other key contributors involved in the hiring process. Multiple checklists can be auto assigned to each employee based on the needs of the agency.

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- Provide access to critical documents, such as company policies, benefits information, and training materials, to ensure a smooth first day.
 - **NEOGOV Response:** A portal is included to make the Onboarding process for new employees very intuitive and user-friendly. Onboard administrators can customize the portal using widgets to customize the content and layout of information on the page for your new employees. Agencies have the ability to incorporate videos, images, files and additional narrative text. All required onboarding and orientation tasks are visible at the appropriate time to the new hire and other individuals that must perform some type of new hire task through checklists. In addition to the main Onboard portal, agencies can

configure sub portals for additional information based on departments, divisions, position, job description and position type.

Task Management:

- Implement a wizard-based checklist for new hires to track required tasks, such as updating personal information, submitting tax forms, and completing compliance documents.
 - **NEOGOV Response:** The new hire checklists can be fully configured based on the exact action items or content that needs to be completed either by the employee or other stakeholders involved in the onboarding process.

Samples of tasks that can be assigned include:

- Parking office to set up parking permit for new employees
- IT manager sets up new employee email address
- New employee needs to complete W-4, I-9, etc...
- All tasks can have a due date either before or after start date, and can be tracked through a reporting tool within the NEOED Onboarding module.

Maintenance of this data can be done through Unified Dashboard for those customers that have CoreHR with personnel actions triggered.

- Include automated notifications to remind new hires and HR personnel of incomplete tasks or deadlines.
 - **NEOGOV Response:** Onboard has intuitive Dashboards that assist with tracking deadlines, checklists, workflows, and other relevant tasks. Progress can be monitored by anyone with permission to see the dashboard. For example, a manager will only see their direct reports, but HR Admins can see all progress reports. HR Users/Admin can be established to be limited to specific departments.

Dashboards vary based on User type.

- An Employee dashboard will include the individual checklist of tasks to complete.
- A Manager dashboard will have an individual checklist and an overview of their new hire's progress.
- An HR User dashboard will have an individual checklist and an overview of their new hire's progress based on their security settings.
- An HR Admin dashboard will have an individual checklist and an overview of the whole agencies new hire progress.

Integration with Payroll Systems:

- Ensure seamless integration between onboarding and payroll, allowing new hire data to transition automatically.

- **NEOGOV Response:** NEOGOV's Onboard also has key integration points with Insight, and multiple HRIS applications for seamless data management. By completing the Hire Action in Insight or the HRIS Personal Data form within Pre-boarding employees can be directly added to Core HR, Payroll, Time and Attendance, and Benefits.
- Automatically generate employee profiles in the payroll system once onboarding tasks are completed.
 - **NEOGOV Response:** NEOGOV's Onboard also has key integration points with Insight, and multiple HRIS applications for seamless data management. By completing the Hire Action in Insight or the HRIS Personal Data form within Pre-boarding employees can be directly added to Core HR, Payroll, Time and Attendance, and Benefits.

E-Verify Integration:

- Integrate with E-Verify to ensure compliance with federal regulations for I-9 employment eligibility verification.
 - **NEOGOV Response:** Onboard includes comprehensive tools to help maintain compliance and streamline processing in regards to I-9, which includes a free integration with E-Verify.

Utilizing employee information gathered from the Federal I-9 Form, that is maintained by NEOGOV and provided within Onboard, customers can complete the employment verification process with U.S. Citizenship and Immigration Services from Onboard in real-time. Cases can be opened, managed, and closed all from within the system. A Dashboard is provided for HR admins to easily keep track of cases in real-time.

The Federal I-9 form is considered a multi-contributor form and process where designated approvers can be included to review and complete page two of the form and then move the form forward to HR for a final review and initiation of E-Verify. Onboard's multi-contributor form functionality enables the State to decentralize necessary I-9 section 2 functions to ensure streamlining and decreasing time-to-onboard.

NEOGOV maintains compliance for our customers for the Federal W-4 and I-9. Whenever an updated Federal form is release, NEOGOV ensures the new form is updated in our product and our customers environments, forms in progress are replaced with new versions, and previous versions are disabled for future use.

- Automate the submission and tracking of E-Verify queries, with status updates available in real time.

- **NEOGOV Response:** NEOGOV Onboard has a free integration with E-Verify, and the process can be managed through Onboard. Once an I-9 is complete, the data can be pushed over to E-Verify, which will then send final information directly back into the system, where users with the appropriate permissions will be able to view status from the E-Verify dashboard, where Documents approaching expiration are visible.

Self-Service Tools:

- Provide intuitive self-service portals for new hires to update personal information, enroll in benefits, and access onboarding schedules.
 - **NEOGOV Response:** New Hires from Onboard flow through to our Core HR system to allow for timesheets, leave requests and benefits enrollment to begin as quickly as needed for new hires or transfers.
- Empower managers to monitor onboarding progress, review completed tasks, and provide feedback or assistance as needed.
 - **NEOGOV Response:** Onboard has intuitive Dashboards that assist with tracking deadlines, checklists, workflows, and other relevant tasks. Progress can be monitored by anyone with permission to see the dashboard. For example, a manager will only see their direct reports, but HR Admins can see all progress reports. HR Users/Admin can be established to be limited to specific departments.

Dashboards vary based on User type.

- An Employee dashboard will include the individual checklist of tasks to complete.
- A Manager dashboard will have an individual checklist and an overview of their new hire's progress.
- An HR User dashboard will have an individual checklist and an overview of their new hire's progress based on their security settings.
- An HR Admin dashboard will have an individual checklist and an overview of the whole agencies new hire progress.

Compliance and Security:

- Maintain strict compliance with federal, state, and local regulations related to onboarding and employment eligibility.
 - **NEOGOV Response:** As a SaaS provider NEOGOV maintains compliance with all State and Federal mandates, updates, and modifications related to the System as part of the support provided.
- Securely store all onboarding documents in a centralized digital repository with access control and audit trails.

- **NEOGOV Response:** E-forms folders will also contain completed forms from Onboard, completed evaluations from Perform and Course completion certificates from Learn that are automatically pushed.

Scalability and Flexibility:

- Allow customization of onboarding workflows to meet the city's specific requirements, including department-specific processes or union considerations.
 - **NEOGOV Response:** Onboarding workflows or Checklists can be customized and assigned based on type of employee (e.g. Departments, Divisions, Positions, Class Specs, or Employee Groups). Checklists can be edited or copied. Onboarding forms or documents are configurable with a checklist. Multiple contributors can be assigned to sign or review a form. The organization is allowed to have as many checklists as needed.
- Ensure the system can scale to accommodate workforce growth or policy changes.
 - **NEOGOV Response:** NEOGOV's infrastructure is designed with a scalable architecture to accommodate growth and increasing user volumes. This is achieved through the use of high-quality servers and storage from leading vendors, all set up in a redundant, high-availability configuration to eliminate any single point of failure. The SaaS model and production environment are fully scalable, capable of supporting over 6,000 concurrent organizations. The system regularly monitors environments for increased load and dynamically adds resources as needed to maintain optimal performance. Furthermore, NEOGOV utilizes BIG-IP load balancers to manage web server traffic effectively, ensuring data redundancy and scalability. This scalable architecture is designed to quickly adapt to increasing demand, ensuring high performance and reliability standards are maintained.

Employee Communication and Self-Service

The system must provide a comprehensive self-service portal for both employees and managers to access and update information. Features should include digital access to pay stubs, tax forms, and benefits information, as well as tools for managing leave and performance evaluations.

- **NEOGOV Response:** The easy to navigate dashboard is a one-stop shop for employees and managers to have access to their information across all products. Easy access to common sections such as announcements, tasks, people, time clock, etc. can be displayed and actioned right from this screen. Along with commonly used functions, each product has its own area (as seen on the left menu). Each employee can see their personal data in the "My Profile" section as well as access to the Organization Chart.

Unified Dashboard allows employees to make requests in the system for many scenarios within the scope of your various products, including but not limited to:

- Address and Contact Information changes
- Updates to employee contacts including Emergency and Benefits related contacts
- Checklist items assigned through onboarding
- Completion of Performance tasks
- Ability to submit journal entries
- Enroll in courses through Learn
- Self-assignment of employee forms
- Complete open enrollment
- Initiate life events
- Update Direct Deposit
- Update Tax Filing Status and Exemptions

Unified Dashboard requested changes can trigger a Personnel Action Workflow so that it is reviewed prior to becoming live in the system. This maintenance can also launch an approval workflow with as many approvers as you need.

Employee Self-Service Features:

Digital Access to Pay Stubs and Tax Forms:

- Enable employees to securely view and download pay stubs, W-2s, and other tax documents from the portal.
 - **NEOGOV Response:** Through the self-service module, employees are empowered to view and download their electronic paystubs, and W2s, and are given access to add or update direct deposit information and edit W4 for tax withholding.
- Provide historical access to earnings and tax data for personal record-keeping and audit purposes.
 - **NEOGOV Response:** Employees will have access to their historical pay stubs that will display earnings, deductions, taxes, and ER contributions.

Benefits Information:

- Allow employees to review and update their benefits enrollment, including health insurance, retirement plans, and flexible spending accounts.
 - **NEOGOV Response:** Employees can easily access and enroll in benefits through a self-service portal, which offers transparency and convenience. The module ensures accurate tracking of eligibility and enrollment status, streamlining communication and compliance with regulatory requirements.
- Provide access to benefits statements and documentation for transparency and informed decision-making.

- **NEOGOV Response:** Whether logging in through the mobile application or desktop employees will have access to view their existing and historical enrollments directly through their self-service experience. After completion of their Open Enrollment experience, employees will receive a Benefits Summary statement that will give them a full view of their new elections.

Leave Management:

- Offer tools to submit and track leave requests, including vacation, sick leave, and PTO balances.
 - **NEOGOV Response:** NEOGOV offers access to submit and track leave directly from a mobile device or desktop login. Employees will be able to clock in and out, submit leave requests for any qualified leave option available with balances available, and review both current and historical time off requested.
- Display real-time updates on accruals and remaining balances for informed planning.
 - **NEOGOV Response:** Leave requests will display current hours available, planned leave hours, and hours requested for easy and informed planning of submission.

Personal Information Updates:

- Allow employees to update personal details such as addresses, phone numbers, and emergency contacts in real time.
 - **NEOGOV Response:** Changes to the employee record can be made within the system on a timeline. Many of these can be initiated by employees using self-service. This includes address and phone number changes, changes to emergency contacts, dependents, and beneficiaries, timesheet submission, and time off requests. All these changes can be routed for approval by an administrator.
- Enable changes to tax withholdings and direct deposit information with appropriate approval workflows.
 - **NEOGOV Response:** Employee self service allows employees to make requests in the system for many scenarios within the scope of your various products, including but not limited to:
 - Address and Contact Information changes
 - Updates to employee contacts including Emergency and Benefits related contacts
 - Checklist items assigned through onboarding
 - Completion of Performance tasks
 - Ability to submit journal entries
 - Enroll in courses through Learn
 - Self-assignment of employee forms
 - Complete open enrollment
 - Initiate life events

- Update Direct Deposit
- Update Tax Filing Status and Exemptions

Unified Dashboard requested changes can trigger a Personnel Action Workflow so that it is reviewed before becoming live in the system. This maintenance can also launch an approval workflow with as many approvers as you need.

Communication and Notifications:

- Provide a centralized inbox for company-wide communications, policy updates, and announcements.
 - **NEOGOV Response:** Our Unified Dashboard allows for announcements to be created/future dated to include hyperlinks - all viewable on banners to Employee/Managers when they log into our product. This functionality gives you the ability to communicate important upcoming events without having to send out a mass email or rely on word of mouth.

Feel free to highlight a variety of topics - upcoming open enrollment, annual evaluation updates, seasonal hiring, etc. This is a great way to welcome your employees each time they log in.

You also have the option of turning on the email digest, which will send a once daily email to your employees to let them know of any outstanding tasks they need to complete within the system.

- Automate alerts and reminders for upcoming deadlines, expiring certifications, or required form submissions.
 - **NEOGOV Response:** There are reminder notifications for upcoming due dates for approvals and various other tasks throughout the system. Reminder and overdue notices are configured based on your needs including recipients, verbiage, frequency, etc.

Manager Self-Service Features:

Team and Departmental Reporting:

- Allow managers to generate and access team-level reports, including attendance records, leave balances, and performance metrics.
 - **NEOGOV Response:** Standard reports for timesheets, absenteeism, and accrual history etc., can be scheduled for automatic delivery on a set schedule. In addition to this we have a robust and very user-friendly Report Builder so that you can tailor reports to your

specific needs. Reports created in report builder can be scheduled to automatically run and send as well, either to specific user's email, or population within our SFTP.

The following standard reports are available within Time and Attendance:

Time and Attendance:

- Employee Timesheets
 - Employee Leave Balances
 - Employee Absence Statistics
 - Employee Absenteeism
 - Employee Leave Accruals
 - Leave Policy Profiles
 - Leave Schedules
- Provide tools for real-time monitoring of team productivity and workforce trends.
 - **NEOGOV Response:** Our Unified Dashboard provides managers with real-time access to standard reports for products in scope. More information is needed on what types of reports you would define as productivity and trends to ensure we can fully support.

Leave Approval Workflows:

- Enable managers to review and approve employee leave requests through the portal.
 - **NEOGOV Response:** NEOGOV provides the ability for employees to make online requests for use of vacation, sick, or compensatory leave. Employees can submit leave requests through their dashboard. Managers will be notified of the request and can approve through the system. More complex workflows are supported by request type as well.
- Integrate approval workflows with scheduling tools to ensure adequate coverage during absences.
 - **NEOGOV Response:** Workflow approvals are supported for absences within NEOGOV's Time and Attendance module and will integrate directly into employees' timesheets. These absence requests can be added to the timesheet using different time codes or leave requests submitted by employees. Approvals will come through the timesheet submission or the leave request submission. Each of these is fully tracked and reported.

Performance Evaluations:

- Provide tools to conduct and document performance reviews, including setting goals, providing feedback, and tracking progress.
 - **NEOGOV Response:** Perform is an efficient and easy to use system. HR Administrators and Managers can create Evaluation Programs to set goals and objectives for each

employee. Perform Journal Entries can be used to track accomplishments and achievements. With Evaluation Programs and Journal Entries logged in one place, Managers can better track and report the progress of employees against their goals. This streamlines the performance evaluation process, saving the HR Department time and effort.

Perform allows your agency to go digital and reduce the amount of paper used in physical evaluations. Not only will this reduce costs, but also allow for better organization of information.

Additionally, to Evaluation Programs, Goal alignment is displayed to the end user on their Goal Dashboard. Perform's Goal Management feature is specifically designed to align employee goals with departmental goals and/or the organization's strategic objectives and facilitates alignment with balanced scorecard reporting.

By logging goals into the Perform system, both managers and employees can track progress of goals, spotting and addressing any skill gaps when needed. Since goals are displayed clearly, employees understand what is expected of them. Managers can then provide necessary feedback and better engage their employees. This transparency of expectations cultivates employees who are aware of their strengths and overall builds better relationships between employees and managers.

- Include features for assigning and managing employee development plans.
 - **NEOGOV Response:** Perform facilitates the creation and monitoring of individualized development plans and allows employees and their managers to track progress toward the plan. In addition, the system allows you to maintain a list of training activities that support professional development and set future goals that map to employee performance objectives. Development Plans can be created manually or automatically generated for employees based on conditions set by HR. Based on an employee's overall rating or specific competencies, the system will automatically assign the development plan. This includes a defined performance improvement plan that is prescribed based on the results from the preceding performance evaluation.

Communication Tools:

- Allow managers to send mass communications to their teams or individual messages to employees directly through the portal.
 - **NEOGOV Response:** Notifications can be configured by you, including reminders, overdue, etc. throughout products in scope.

Though typically not done by managers, custom email notifications allow administrators to send ad-hoc notifications to their employees from the Learn system. Custom notifications are a great way to send upcoming training schedules, make announcements relating to courses, or share information on courses or enrollments to specific security roles like managers. This capability is dependent upon user permissions.

Our Unified Dashboard allows for announcements to be created/future dated to include hyperlinks - all viewable on banners to Employee/Managers when they log into our product. This functionality gives you the ability to communicate important upcoming events without having to send out a mass email or rely on word of mouth.

- Track acknowledgment of important announcements or policy updates.
 - **NEOGOV Response:** Our Unified Dashboard allows for announcements to be created/future dated to include hyperlinks - all viewable on banners to Employee/Managers when they log into our product. This functionality gives you the ability to communicate important upcoming events without having to send out a mass email or rely on word of mouth.

Feel free to highlight a variety of topics - upcoming open enrollment, annual evaluation updates, seasonal hiring, etc. This is a great way to welcome your employees each time they log in.

You also have the option of turning on the email digest, which will send a once daily email to your employees to let them know of any outstanding tasks they need to complete within the system.

Security and Accessibility

Role-Based Access Control:

- Ensure sensitive information is accessible only to authorized users, with customized views based on roles.
 - **NEOGOV Response:** NEOGOV systems employ a roles-based security model, ensuring users only have access to areas for which they have been given access rights.

Mobile Compatibility:

- Offer full functionality on mobile devices, allowing employees and managers to access the portal on the go.

- **NEOGOV Response:** Most employee/manager functions are supported through our app; HR or admin functions are best supported through a browser device. More information is needed as to what type of HR functions are required for mobile access.

Audit Trails:

- Maintain detailed logs of all updates and transactions to ensure transparency and compliance with data regulations.
 - **NEOGOV Response:** Yes, the system can provide an audit trail with audit logs of all transactions performed by users to monitor activity and ensure compliance. The system maintains audit trails from the backend, tracking all processes and actions related to production servers and data. A standard report is also available for auditing through site admin. The system also effectively monitors security audit logs using a Security Information and Event Monitoring (SIEM) solution equipped with advanced features. This enables the system to quickly detect and respond to potential security threats, ensuring ongoing protection of the systems and data. Access to system-level audit logs is also available through the web application.

Forms Management

The HRIS must include configurable forms, automated workflows, and digital signatures to enhance efficiency. Forms should be easily accessible via the self-service portal for submission and review.

- **NEOGOV Response:** Users can choose between a cursive font signature or custom electronically signed signature to any online form or acknowledgement.

Configurable Forms:

- Allow HR administrators to create and modify forms as needed to address various HR requirements, including:
 - **NEOGOV Response:** Onboard & eForms utilizes our user-friendly and powerful Form Builder tool to allow for the creation of simple and complex processes as employees complete forms. This will allow a form to adopt custom logic and workflows that will branch throughout the form completion process.

The form builder has versioning when updating forms, once the new version is published, the previous version archives, helping you keep a history of the form.

- Benefits enrollment.
 - **NEOGOV Response:** Online benefit enrollments may be created for open enrollment, new hires, re-hires, and other qualifying life events. These changes

are then reflected within payroll based on the effective date. The enrollment experience enforces accuracy through configuration logic so that employees see only the plans and coverages for which they are eligible, and no others. The interface is designed like online shopping allowing users to complete enrollments with little to no training or technical expertise.

- Direct deposit authorizations.
 - **NEOGOV Response:** Employees can define their Direct Deposit data through the Unified Dashboard. Employee initiated maintenance to direct deposit will pend for approval by an administrator.
- Policy acknowledgment forms.
 - **NEOGOV Response:** Acknowledging policies, procedures, documents, etc. can be added as checklist items that new hires are required to complete within Onboard. Additionally, NEOGOV eForms will allow an agency to manage all processes related to your employees. Policies like Annual Handbook Acknowledgment or IT Acceptable Use can be rolled out to your employees on an annual basis.
- Support custom form templates to adapt to changes in policies or compliance requirements.
 - **NEOGOV Response:** Onboard & eForms utilizes our user-friendly and powerful Form Builder tool to allow for the creation of simple and complex processes as employees complete forms. This will allow a form to adopt custom logic and workflows that will branch throughout the form completion process.

The form builder has versioning when updating forms, once the new version is published, the previous version archives, helping you keep a history of the form.

Automated Workflows:

- Link forms to automated workflows for submission, review, and approval processes.
 - **NEOGOV Response:** Configurable workflows are commonplace in NEOGOV. The need for collaboration is recognized throughout the platform, allowing for transparency between the system's administrators when desired. The various approval methodologies and collaboration tools assist you with maintaining a true checks and balances system. Workflows are incorporated throughout the system. Workflows can be used to send out automatic notifications, as well as control the approval process for different activities.

Agencies can configure offer or hire approval workflows to select the correct approvers for a hire either ad-hoc or automatically. Updates can be made by the authorized users after original configuration. This feature manages hires automatically and moves requests

throughout the approval workflow, reducing the amount of time spent by the hiring manager to complete various approvals.

- Provide customizable workflows to accommodate department-specific needs and ensure appropriate routing.
 - **NEOGOV Response:** Workflow configurability varies by product in scope but where Department is standardly supported.
- Include real-time tracking of form statuses to keep all stakeholders informed.
 - **NEOGOV Response:** Depending on product(s) in the workflow, status could be seen on Unified Dashboard, within individual products or from Administrator(s) dashboards.

Digital Signatures:

- Enable secure digital signature functionality for all forms to support a paperless environment.
 - **NEOGOV Response:** Digital signature and attestations are supported throughout products in scope.
- Maintain compliance with legal and regulatory standards for electronic documentation and signatures.
 - **NEOGOV Response:** NEOGOV Onboard includes electronic signatures. Users can choose between adding a cursive font signature or custom electronically signed signature to any online form. Additionally, new employees have their own access accounts with unique credentials for strengthened authentication and security.

NEOGOV software includes electronic signature capability on forms and in approval processes where applicable, including standard I-9 and W-4 forms. Our functionality is designed to be compliant with generally accepted and standard electronic signature policies and practices including, but not limited to, those included in the Electronic Signatures in Global and National Commerce Act (E-Sign Act)¹, signed into law on June 30, 2000.

Current NEOGOV compliance guidelines include:

- Employee Only Electronic Signatures may only be submitted by the person identified on the form or process, and may only be made from within a logged-in session in which the user has provided credentials to prove their identity.
- Electronic Signatures capture the same information as the paper equivalent of the signature, including the verbiage used on the form surrounding the signature, date, and time that the signature was made. This includes verbiage to

acknowledge that the attestation to be signed has been read by the signatory where applicable.

- Electronic Signatures are retained and kept logically associated with their parent records (e.g. an evaluation, or I-9 form) for the duration of the parent records lifetime.

To help further ensure the validity of such transactions, NEOGOV solutions also maintain an audit trail that shows who (by user account) completed the form, with an associated timestamp.

Finally, all production processes, including E-Signature, at NEOGOV are SOC2 certified.

Self-Service Portal Access:

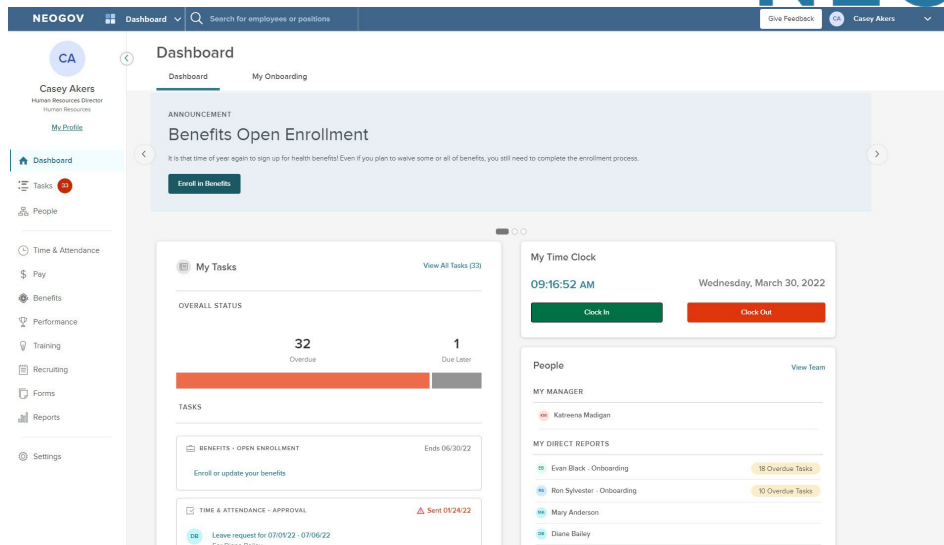
- Ensure forms are easily accessible to employees and managers via the self-service portal.
 - **NEOGOV Response:** The easy to navigate dashboard is a one-stop shop for employees and managers to have access to their information across all products. Easy access to common sections such as announcements, tasks, people, time clock, etc. can be displayed and actioned right from this screen. Along with commonly used functions, each product has its own area (as seen on the left menu). Each employee can see their personal data in the "My Profile" section as well as access to the Organization Chart.

Unified Dashboard allows employees to make requests in the system for many scenarios within the scope of your various products, including but not limited to:

- Address and Contact Information changes
- Updates to employee contacts including Emergency and Benefits related contacts
- Checklist items assigned through onboarding
- Completion of Performance tasks
- Ability to submit journal entries
- Enroll in courses through Learn
- Self-assignment of employee forms
- Complete open enrollment
- Initiate life events
- Update Direct Deposit
- Update Tax Filing Status and Exemptions

Unified Dashboard requested changes can trigger a Personnel Action Workflow so that it is reviewed prior to becoming live in the system. This maintenance can also launch an approval workflow with as many approvers as you need.

Employee/Manager Dashboard1:



- Allow users to submit forms directly through the portal and receive confirmation of submission.
 - **NEOGOV Response:** Unified Dashboard allows employees to make requests in the system for many scenarios within the scope of your various products, including but not limited to:
 - Address and Contact Information changes
 - Updates to employee contacts including Emergency and Benefits related contacts
 - Checklist items assigned through onboarding
 - Completion of Performance tasks
 - Ability to submit journal entries
 - Enroll in courses through Learn
 - Self-assignment of employee forms
 - Complete open enrollment
 - Initiate life events
 - Update Direct Deposit
 - Update Tax Filing Status and Exemptions

Unified Dashboard requested changes can trigger a Personnel Action Workflow so that it is reviewed prior to becoming live in the system. This maintenance can also launch an approval workflow with as many approvers as you need.

- Provide employees with access to a history of completed and submitted forms for reference.
 - **NEOGOV Response:** Completed forms are stored within the Unified Dashboard and accessible by users with appropriate permissions. As of filters can be applied to HRIS areas to review history of such as, personal information, benefit enrollments and direct deposit allocations.

Compliance and Security:

- Ensure all forms and workflows comply with relevant federal, state, and local regulations.
 - **NEOGOV Response:** As a SaaS provider NEOGOV maintains compliance with all State and Federal mandates, updates, and modifications related to the system as part of the support provided.
- Securely store forms in a centralized, digital repository with access controls and audit trails.
 - **NEOGOV Response:** NEOGOV implements robust encryption, access controls, and audit trails. For encryption, NEOGOV uses TLS1.2 technology to encrypt all data in transit and AES256 encryption technology to encrypt all data at rest. Access controls are implemented through a roles-based security model, ensuring users access only areas they have rights to. Password requirements such as character types, expiration up to 6 months, and length can be defined by the agency. Multifactor Authentication (MFA) is compulsory for all privileged access to systems, applications, and sensitive data. For audit trails, the infrastructure is regularly audited and monitored to ensure non-essential services are disabled and strict access control policies are maintained. Audit trails are maintained, where applicable, of every process and action related to production servers and data. These can be accessed by NEOGOV personnel for security and auditing purposes.

Integration:

- Integrate form workflows with other HRIS modules, such as payroll and benefits, to reduce manual data entry and improve accuracy.
 - **NEOGOV Response:** NEOGOV's platform is fully integrated to deliver a seamless experience that minimizes duplicate entry and automates business processes. Common examples include the hire of an applicant in Insight to create an employee record in Onboarding, Core HR, Benefits, Time and Attendance, and Payroll modules; and the automatic proration of payroll based on compensation changes made in Core HR.

Performance Evaluation and Management

The system should provide tools for goal setting, tracking, and performance reviews. It should maintain historical records and support 360-degree feedback mechanisms.

- **NEOGOV Response:** NEOGOV Perform does not require "version upgrades." NEOGOV is a Software as a Service platform that allows all of our customers to have the most recent version available to them upon any enhancement release. The NEOGOV Customer Enhancement release schedule is always published within the NEOGOV community, our goal is to always provide our customers with the most innovative functionality available in the marketplace.

NEOGOV has thoroughly read and understands the current configuration and objectives for this project. We are confident that our experience of working with over 6,000 public sector agencies nationwide providing the similar services that are stated in this RFP will lead to project success. The core Performance Evaluation functions are available. By utilizing a system that is available and tailored specifically for public sector organizations, new customers can focus on configuring the system to their processes rather than constructing a product from scratch. More importantly, our proposed solution for performance evaluations is the only solution that offers direct integration with the organization's Insight solution.

NEOGOV Performance Evaluations product enables agencies to set and manage goals through:

- Goal Management
- Goal Alignment
- Goal Dashboards / Status reports
- Goal Library

NEOGOV Performance Evaluations product enables agencies to identify and develop high-potential employees through:

- Competency Management
- Development planning
- Track Training Activities

NEOGOV Performance Evaluations product enables agencies to engage employees through:

- Agency wide Objective Setting and Goal Alignment
- Competency Progress Notes
- Dashboard Reporting

NEOGOV Performance Evaluations product enables agencies to integrate training and development through:

- Goal and Competency development planning
- Linking and tracking training activities to develop plans
- Executing evaluations from development goals and competencies

Report Design and Delivery: The NEOGOV Performance Evaluations product contains configurable Dashboard charts and Standard reports such as Goal and Evaluation status reports.

Report Writer: The NEOGOV Performance Evaluations product utilizes ad-hoc reporting functionality that allows agencies to design custom reports.

Notification Alerts / Emails: The NEOGOV Performance Evaluations product enables agencies to create custom email notifications which can be scheduled, sent immediately or scheduled on a predetermined date.

Perform is NEOGOV's Performance Management Solution that enables government agencies to achieve the following objectives:

- Align individual performance with strategic agency objectives
- Define performance standards
- Provide measurable KPIs/Goals
- Identify talent
- Motivate and retain high performing employees
- Identify and communicate organizational expectations

Core Value Propositions for Performance Evaluations

- Employee Engagement – Involving employees with goal creation and management, individual engagement is increased which is proven to improve overall employee retention levels.
- Time to Implement – The ability to configure form templates which are in alignment with existing business processes decreases implementation time and enable agencies to focus on business results and not the application.
- Insight Integration – Key integration points to the NEOGOV Insight module and HRIS system reduces duplication of effort which results in a reduction of user error.
- Process Automation and Consolidation– By automating performance appraisals and tasks, HR administration cost savings are increased by reducing the need for additional resources to manage administrative Performance functions.
- Shared Content– Competency content is shareable across Agencies which decreases time needed to create new content therefore, improving operational efficiency.
- Visibility and Transparency – Improved visibility in the Performance Management process results in decreased employee turnover as employees are aware of performance issues early in the review process and have an enhanced understanding of organizational expectations.

Goal Setting and Tracking:

- Allow managers and employees to collaboratively set measurable and achievable goals.
 - **NEOGOV Response:** With Perform's Goal Management module, users can set goals with milestones and due dates to ensure the appropriate steps are being taken to accomplish those goals. The goals can also be aligned with departmental and strategic goals in order for the employee to see everything that they are working to accomplish. These goals can also be incorporated into an employee's evaluation for rating purposes. Additionally, users would be able to report on the progress of these measurable goals.

Within an evaluation program, a Next Year's Goals section can be included to allow transition into next evaluation upon creation. These can be new or continued goals. Prior

year goal ratings are viewable when completing the current rating to review progress from the prior year's reviews.

- Provide tools to break down goals into specific tasks or milestones.
 - **NEOGOV Response:** With Perform's Goal Management module, users can set goals with milestones and due dates to ensure the appropriate steps are being taken to accomplish those goals.
- Enable real-time tracking of goal progress with visual indicators (e.g., percentage completion, timelines).
 - **NEOGOV Response:** With Perform's Goal Management module, users can set goals with milestones and due dates to ensure the appropriate steps are being taken to accomplish those goals. Progress bar allows for progression of % to complete when adding comments or completing milestones.

Performance Reviews:

- Facilitate structured performance review processes, including:
 - **NEOGOV Response:** Perform employs a systemic, automatic workflow that facilitates appraisal progress and notifications. Appraisals can be customized with as many actions and approvals as needed for a thorough evaluation. The system can accommodate multiple steps in the Before, Ratings and After Ratings sections and can also include the same assignee multiple times. A workflow can be enforced among the approval steps, and steps can be set as required or not. If an approval is denied, it can be sent to the previous approver or rater for corrections. The release to employee bar prevents the employee from seeing their evaluation until all Approvers have finalized and signed off on the release. The placement of the release to employee bar can moved anywhere within the appraisal process.
 - Annual or semi-annual reviews.
 - **NEOGOV Response:** Perform allows you to configure evaluation programs for any timeframe—from yearly to daily to annual frequencies. Evaluation periods can be configured to schedule and automate the review cycles, including year-end and probationary employee appraisals based on a fixed date or the employee hire date or ad hoc. The system can also include periodic or recurring check ins throughout the evaluation process.
 - Role-specific evaluation criteria.
 - **NEOGOV Response:** People are assigned to Programs either by Position, Department, Division, Class Spec, Employee Group, or as individual Employees.

Goals and competencies can be automatically pulled into evaluations based on an employee's position or class spec/job description. This allows administrators to manage less evaluation programs, allows for consolidation.

- Rating scales and qualitative feedback options.
 - **NEOGOV Response:** Perform includes configurable rating scales, allowing customers to create and manage however many rating scales that are necessary. Customers can define different rating scales for competency and goal sections within an evaluation. Additionally, the rating scales can be scored or non-scored. Scores can be associated to a competency, and the rating and weighting of such scores can be configured by HR administrators. More details needed about types of qualitative feedback options desired if these do not fully align.
- Automate workflows for scheduling reviews, sending reminders, and collecting feedback.
 - **NEOGOV Response:** Perform can be configured by your Human Resources Administrator (HR Admin) to provide automatic reminder and completion notices for tasks or actions in the system. Reminders are based on deadlines and are established for each evaluation program. You can also configure reminders to apply globally to all tasks in the system. Current tasks are displayed to the user upon login, but HR Admins can also configure the system to send notifications to the employee email address of record. Process due dates can be relative to the due date or creation date.

The dashboards for HR Admins, HR Users, and Managers include an Active Evaluations and Overdue Tasks section that displays the statuses of evaluations and the associated overdue tasks. The user will only see this information for the active evaluations that they have access to.

- Ensure reviews are stored digitally for easy access and future reference.
 - **NEOGOV Response:** Within our Unified Dashboard, employees are able to review their current and past completed evaluations. Additionally, Managers are able to review their hierarchy chain and their evaluations as well. By having direct access to their evaluations, employees and managers no longer have to reach out to HR to review prior evaluations. HR Administrators are able to search, filter and sort evaluations by a variety of fields, to include employee name.

Historical Records:

- Maintain comprehensive historical records of performance evaluations, goals, and progress for each employee.

- **NEOGOV Response:** Within our Unified Dashboard, employees are able to review their current and past completed evaluations. Additionally, Managers are able to review their hierarchy chain and their evaluations as well. By having direct access to their evaluations, employees and managers no longer have to reach out to HR to review prior evaluations. HR Administrators are able to search, filter and sort evaluations by a variety of fields, to include employee name.
- Provide visibility into performance trends to support informed decisions on promotions, training needs, and succession planning.
 - **NEOGOV Response:** The NEOGOV Reporting & Analytics module provides robust tools for collecting, analyzing, and visualizing HR data to support informed decision-making. This module offers a comprehensive suite of pre-built reports and customizable dashboards, allowing HR professionals to monitor key metrics and trends across various HR functions, including recruitment, performance, compensation, and employee engagement. With advanced analytics capabilities, users can delve into data to uncover insights, identify patterns, and forecast future trends. The module also supports compliance reporting, ensuring organizations meet regulatory requirements with ease. By providing a clear, data-driven view of the organization's workforce, the Reporting & Analytics module empowers HR leaders to make strategic decisions, optimize HR processes, and drive continuous improvement.

360-Degree Feedback Mechanisms:

- Support the collection of feedback from multiple sources, including:
 - Peers.
 - **NEOGOV Response:** Perform's 360 feedback feature facilitates the easy collection of feedback from multiple perspectives, including peers, direct reports, and managers. This feature does not require the evaluation to be in a particular phase of the workflow, thus providing flexibility in the feedback collection process. The system allows for feedback to be collected via email from both system users and non-system users, thereby simplifying the process and making it easy to navigate. Furthermore, the system's Journal Entries feature allows for continuous performance observations throughout the year, which can be shared with other users or kept private. These entries can be referred to during the rating process, promoting a collaborative evaluation process.
 - Direct reports.
 - **NEOGOV Response:** 360 Surveys allow your Managers to collect valuable 360-degree feedback about their direct reports from within the evaluation process or for feedback to be collected about the Manager from their direct reports.
 - Supervisors.

- **NEOGOV Response:** 360 Surveys allow your Managers to collect valuable 360-degree feedback about their direct reports from within the evaluation process or for feedback to be collected about the Manager from their direct reports.
- Enable anonymous feedback options to ensure honest and constructive input.
 - **NEOGOV Response:** These surveys can be made anonymous to the target employee, encouraging honest input. This anonymity can foster a more open and truthful feedback environment, as it eliminates potential fear of retribution or conflict.
- Aggregate feedback into clear and actionable insights for employees and managers.
 - **NEOGOV Response:** Survey reporting is easy to view and analyze in summary, by individual response and exportable.

Development Plans:

- Offer tools for creating personalized development plans based on performance evaluations.
 - **NEOGOV Response:** A Development Plan can be automatically generated based on conditions received in their evaluation such as, overall rating, individual competency, or goal ratings.
- Track progress on development plans to ensure alignment with individual and organizational goals.
 - **NEOGOV Response:** NEOGOV Perform facilitates the creation and monitoring of individualized development plans and allows employees and their managers to track progress toward the plan. Tasks and check-ins can be established to ensure progress being made within the required timeline.

Reporting and Analytics:

- Provide dashboards and reports to analyze performance metrics, trends, and outcomes.
 - **NEOGOV Response:** Perform's reporting dashboard provides data visualization for standard reports. Some dashboard metrics include a Completed Evaluation percentage, number of completed rating and approval tasks, created vs shared journals. The Evaluation Status Detail Report, Performance Rating Report and Approval Status Report by Department are also available as visual data. In addition, custom reports and dashboards can be created within Analytics and Reporting to collectively display visuals for quick review.

- Generate actionable insights to improve team and organizational productivity.
 - **NEOGOV Response:** Perform's reporting dashboard provides data visualization for standard reports. Some dashboard metrics include a Completed Evaluation percentage, number of completed rating and approval tasks, created vs shared journals. The Evaluation Status Detail Report, Performance Rating Report and Approval Status Report by Department are also available as visual data. Using our item rating report, your organization can identify employee strengths and weaknesses documented in the system and locate prospective employees for succession planning. In addition, custom reports and dashboards can be created within Analytics and Reporting to collective display visuals for quick review.

Integration:

- Seamlessly integrate performance evaluation data with other HRIS modules, such as compensation and training, to link performance outcomes with rewards and development opportunities.
 - **NEOGOV Response:** Currently, Perform Evaluation data/ratings do not automatically flow into HRIS. However, Performance Rating reports have been used for merit increase analysis and decision making. Reports on these metrics can be pulled to use, and the relevant increases be added manually within Core HR, as a user defined field.

Based on Performance Evaluations, Managers can assign specific trainings for employees to complete. These trainings can link directly from Learn. Employees can launch these assigned courses from the Training Section in Perform or directly from their Learn account. In the next year's evaluation, the Manager can see if the employee completed the assigned training courses by clicking the View Training Activity button in the Perform Rating Form or view course completion statuses in Learn.

Benefits Administration

The HRIS must manage benefits eligibility, deductions, and enrollment processes. Self-service features should allow employees to review and manage their benefits independently.

- **NEOGOV Response:** The NEOGOV Benefits module simplifies the management and administration of employee benefits programs. It provides a user-friendly platform for HR professionals to design, implement, and manage a variety of benefits plans, including health insurance, retirement plans, and other employee perks. Employees can easily access and enroll in benefits through a self-service portal, which offers transparency and convenience. The module ensures accurate tracking of eligibility and enrollment status, streamlining communication and compliance with regulatory requirements. Additionally, it integrates with payroll systems to

ensure seamless deductions and contributions. Overall, the Benefits module enhances the efficiency of benefits administration, improves employee satisfaction, and supports the organization's strategic HR goals.

Benefits Eligibility Management:

- Track employee eligibility based on employment type (e.g., full-time, part-time) and tenure.
 - **NEOGOV Response:** Benefits can be set to require relevant dependent types at both the plan and coverage levels. Eligibility rules can further be filtered by Bargaining Unit or "Group" Groups are often used to distinguish between full-time and part-time, exempt and nonexempt, executive and non-executive, etc. Tenure is also a factor in the set-up of benefit qualifications.
- Automate notifications for eligibility changes, such as new hires, life events, or role transitions.
 - **NEOGOV Response:** Notifications of approvals are supported for eligibility changes regarding role/position changes and new-hires. For Life Events, approvals through the Benefits dashboard can be already established. When an employee pushes through a qualifying life event (Birth, marriage, death, etc.) admins will be required to review their dashboard and approve the request which will trigger communication to employees of their accepted or declined life event request.
- Support compliance with federal, state, and local regulations related to benefits eligibility.
 - **NEOGOV Response:** As a SaaS provider, NEOGOV maintains compliance with all State and Federal mandates, updates, and modifications related to benefit eligibility as part of the support provided.

Enrollment Process:

- Enable employees to self-enroll in benefits programs through an intuitive portal.
 - **NEOGOV Response:** Through using Employee Self Service, employees have a seamless experience of accessing their open enrollment, viewing their current plans, reviewing and selecting new plans, making any changes, reviewing employee/employer costs, updating dependent and beneficiary details, and finally submitting for approval. The Open Enrollment services let admins customize the experience for employees by adding links to training videos and packets to guide employees in the process of electing benefits.
- Facilitate open enrollment periods with automated communication and deadlines.
 - **NEOGOV Response:** NEOGOV's Open Enrollment experience provides automated notifications on when an employee's enrollment begins, a reminder to complete, and a reminder of reaching the deadline.

- Provide clear instructions and access to benefit plan details to help employees make informed decisions.
 - **NEOGOV Response:** Through using Employee Self Service, employees have a seamless experience of accessing their open enrollment, viewing their current plans, reviewing and selecting new plans, making any changes through life events, reviewing employee/employer cost, updating dependent and beneficiary details, and finally submitting for approval. Additional information can be provided through hyperlinks, either in the enrollment intro text, or pasted to the coverage itself per plan.

Benefits Deductions Management:

- Accurately calculate and process pre-tax and post-tax benefits deductions, such as:
 - Health insurance premiums.
 - **NEOGOV Response:** Yes, this is standard functionality within our Benefits module. Typically the employee will select their desired coverage level within parameters set to your specifications. The system will calculate the correct premium based on multiple calculation types like age-banded, and salary, and can be taxed at a pre or post tax level.
 - Retirement plan contributions.
 - **NEOGOV Response:** This is standard NEOGOV functionality. This is set up in the initial programming of your retirement plans, during which we will define the eligible group of earnings used to assess both employee and employer contributions.
 - Flexible spending accounts.
 - **NEOGOV Response:** NEOGOV can manage FSA elections based on annual rates at any time during the year, and custom frequencies can calculate that to a pay period cost based on many scenarios, including mid-year, minus remaining pay periods.
- Automatically update deductions in payroll when employees make changes to their benefits.
 - **NEOGOV Response:** Deductions are established for the most part through Benefits elections chosen during enrollment. These will automatically synchronize to payroll to record contributions, deductions, and premiums.

Self-Service Features:

- Allow employees to:
 - View and compare available benefits options.
 - **NEOGOV Response:** Employees will be able to compare their existing with current enrollments right from their Self-Service experience.
 - Make changes to their benefits during open enrollment or qualifying life events.

- **NEOGOV Response:** Employees will be able to make benefit changes during their open enrollment or qualifying life events through their self-service experience.
- Add or update dependent information.
 - **NEOGOV Response:** Employees will be able to add, edit, or remove dependents and beneficiaries directly from their self-service experience. These additions or edits can also require personnel action approval.
- Provide access to benefits statements and history for transparency.
 - **NEOGOV Response:** Employees will have access to the benefit summaries after open enrollment completion. They will also be able to view their enrollment history right from their self-service dashboard.

Compliance and Reporting:

- Ensure compliance with regulations, such as the Affordable Care Act (ACA), by generating required forms like 1095-C.
 - **NEOGOV Response:** NEOGOV tracks ACA (1095)

ACA (Form 1095) reporting - Payroll Services to assist in completing this as well.

HRIS allows for the full configuration and reporting of ACA based on federal requirements. Clients may create and disburse on their own, or through Payroll Services for year-end requirements.

We can create different ACA categories with different periods. These periods are then associated with individuals and Multiple ACA categories may be created and associated to individuals, Standard and Ad Hoc reports are used to determine when an employee milestone has been met.

- Track COBRA eligibility and administer notifications for terminated employees.
 - **NEOGOV Response:** NEOGOV supports tracking Cobra employees' enrollments. This data can be used to send 834 enrollment data to carriers. In addition, a file can be created at additional cost to feed third-party Cobra systems to keep up with census data and employee status including hire and termination date. Billing and collections are not supported. Notifications are not given to employees or dependents regarding eligibility. Additional costs may occur for COBRA EDI feed.
- Maintain detailed records of benefits elections, changes, and usage for audit purposes.
 - **NEOGOV Response:** Yes, effective-dated maintenance is critical to the design of our HRIS product. A transaction history is maintained based on effective dating for all

employees. This includes future-dated maintenance. Effective dated maintenance will prorate compensation changes even if they are mid-pay period, benefits election changes, premium, and sundry transactions, and changes to time off eligibility are also prorated by the effective date.

Integration:

- Seamlessly integrate benefits data with payroll to ensure accurate deduction processing.
 - **NEOGOV Response:** NEOGOV payroll module integrates all benefits and deductions in real-time for easy and efficient payroll calculation and review. Additional payroll-related changes like wages, earnings, and new hires will flow into the payroll module ready for review and processing. A terminated employee will be prorated on their deductions, earnings, and wages depending on the effective date of termination. Lastly, NEOGOV will be able to provide robust reporting to outline benefit costs by employee with details surrounding coverage selection and ER costs.
- Connect with third-party benefits providers for real-time updates and reconciliation.
 - **NEOGOV Response:** NEOGOV uses a vendor agnostic approach to data transfers between platforms through flat-file. If your vendors can receive a flat import file, NEOGOV can configure and schedule this for delivery. Depending on the level of complexity and professional service hours required, this may incur additional costs.

Benefits feeds are handled a bit differently. Benefit enrollment can take place in NEOGOV's module and those elections can be sent to the carrier. NEOGOV supports both 834 EDI and standard flat-file data transfers of this kind. Please note that 834 EDIs are not allowed by some benefits vendors, so please verify with them that they can receive files in this way.

Included are 3 HIPAA 834 files which generally cover Medical, Dental, and Vision.

Communication and Support:

- Provide automated reminders for deadlines, such as enrollment periods or documentation submissions.
 - **NEOGOV Response:** Reminder and Overdue notices are standard throughout products in scope. Assigned tasks are viewable on the Unified Dashboard and product specific dashboards. Further, Unified Dashboard's calendar is also reflective of task due dates and house copies of emails.
- Include resources such as FAQs or guides within the self-service portal to support employees.

- **NEOGOV Response:** NEOGOV will provide various methods of communication for you to reach NEOGOV for Customer support, applicant support, technical support, and any other communication requirements, including a Self-service portal to submit Customer support cases. NEOGOV customers also have access to the NEOGOV Community, which includes user guides and videos to help with implementation and training, as well as an FAQ section. Perform also includes Helpful Hints which allow users to access instructions and tutorials directly within the application itself.

Reporting and Compliance

The system must include robust reporting features for compliance with federal, state, and local regulations. It should offer customizable reports and analytics for workforce planning and decision-making.

- **NEOGOV Response:** The NEOGOV Reporting & Analytics module provides robust tools for collecting, analyzing, and visualizing HR data to support informed decision-making. This module offers a comprehensive suite of pre-built reports and customizable dashboards, allowing HR professionals to monitor key metrics and trends across various HR functions, including recruitment, performance, compensation, and employee engagement. With advanced analytics capabilities, users can delve into data to uncover insights, identify patterns, and forecast future trends. The module also supports compliance reporting, ensuring organizations meet regulatory requirements with ease. By providing a clear, data-driven view of the organization's workforce, the Reporting & Analytics module empowers HR leaders to make strategic decisions, optimize HR processes, and drive continuous improvement.

Compliance Reporting:

- Generate required federal, state, and local compliance reports, such as:
 - IRS forms (e.g., 941, W-2, 1095-C for ACA compliance).
 - **NEOGOV Response:** Payroll services will handle the generation and electronic delivery of W-2s and 1095s. NEOGOV will own filing for 941s and W-2s and provide ready-to-file 1095 reporting (Please note: NEOGOV does not file 1095s but will report into self-service). Lastly, NEOGOV will report and upload W-2s and 1095s into the employee's self-service experience.
 - EEO-1 reports for Equal Employment Opportunity compliance.
 - **NEOGOV Response:** Easy to use reporting tools can be found throughout NEOGOV's entire platform. There are a number of standard reports within each product that include drill down functionality giving you the flexibility to filter, calculated fields and view data based on your needs. NEOGOV also offers a Report Builder that is included in your service fees at no extra cost. Report Builder is incredibly user-friendly and allows users to adopt a self-service method for creating interface files that can be updated and generated at the speed of need.

EEO reporting and adverse impact tools are one of the most popular strengths of our ATS for applicant EEO reporting. All gender, ethnicity and disability data codes within the system are defined by NEOGOV based on EEO and Section 503 reporting criteria. In compliance with all Diversity requirements of your organization, we offer significant reporting capabilities related to tracking AA-EEO information.

Some of the Unique differentiators related to INSIGHT EEO reporting capabilities include:

NEOGOV allows for live tracking of EEO reports during active recruitment

EEO report categories are maintained and updated by NEOGOV according to federal standards.

All reports can be exported in excel for further analysis and import into other systems like Banner by Ellucian.

Candidates can self-identify at various stages of the application process.

Veteran's reports can be generated and candidates can be further filtered to provide veteran's points if applicable.

Applicant flow is measured and any adverse impact is flagged for EEO officer to see if candidates are affected by recruiting requirements.

NEOGOV offers the most robust EEO reporting since our customer base consists of ONLY Higher Education Institutions, Government Agencies, and K-12 school districts.

In addition to our ATS EEO ATS reporting, a number of standard EEO reports for current employees are available EEO-1 Employment Equity, EEO-4 Employment Equity, EEO-4A Hawaii Government Report, EEO-4 New Hire Report, EEO-5 Elementary Secondary Staff, Quarterly EE Report, US Veterans Employment

- State-specific wage and hour compliance reports.
 - **NEOGOV Response:** Through NEOGOV's robust report builder, users will be able to create reports including any data points within the HRIS module. This includes state-specific wages and hours for compliance reporting. NEOGOV's implementation team will also assist with the building of these specific reports.

- Automate the filing of compliance reports to reduce administrative effort and ensure accuracy.
 - **NEOGOV Response:** Easy to use reporting tools can be found throughout NEOGOV's entire platform. There are a number of standard reports within each product that include drill down functionality giving you the flexibility to filter calculated fields and view data based on your needs. NEOGOV also offers a Report Builder that is included in your service fees at no extra cost. Report Builder is incredibly user-friendly and allows users to adopt a self-service method for creating interface files that can be updated and generated at the speed of need.

EEO reporting and adverse impact tools are one of the most popular strengths of our ATS for applicant EEO reporting. All gender, ethnicity and disability data codes within the system are defined by NEOGOV based on EEO and Section 503 reporting criteria. In compliance with all Diversity requirements of your organization, we offer significant reporting capabilities related to tracking AA-EEO information.

Through NEOGOV's Payroll Services, we will be able to file W2s and 941s with full reporting delivered to approved admins. The transition is swift as we will add banking information, tax IDs (for both state and FED), and additional information to ensure accurate filing. Reports will be available to review before tax filing to ensure compliance needs are met including tax filings, auditing reports, and other needed reports for verification.

From implementation go forward, standard compliance reporting should be supported. More details needed to fully align.

Customizable Reports:

- Allow users to create custom reports tailored to organizational needs, including:
 - **NEOGOV Response:** Easy-to-use reporting tools can be found throughout NEOGOV's entire platform. There are a number of standard reports within each product that include drill-down functionality giving you the flexibility to filter, calculate fields, and view data based on your needs. NEOGOV also offers a Report Builder that is included in your service fees at no extra cost. Report Builder is incredibly user-friendly and allows users to adopt a self-service method for creating interface files that can be updated and generated at the speed of need.
 - Workforce demographics.
 - **NEOGOV Response:** Workforce demographics can be maintained within our Core HR product and reported on from Standard Reports or through creating custom reports in our Report Builder.
 - Payroll summaries and tax breakdowns.
 - **NEOGOV Response:** NEOGOV supports the running of payroll summary reports.
 - Benefits usage and enrollment statistics.
 - **NEOGOV Response:** NEOGOV's Analytics and Reporting module gives access to our report builder, which will allow users to produce many different types of

benefit tracking, enrollments, and eligibility reports that can be added to their custom dashboard. NEOGOV's Benefit Dashboard will also give admins a view into employee enrollments, benefit eligibility, and history.

- Support various output formats, such as PDF, Excel, or CSV, for flexibility in data sharing and analysis.
 - **NEOGOV Response:** Users can specify the format of the data and the delivery method. Current available formats are CSV, XLS, Pipe Delimited and Pipe Delimited without Header.

Data exported through Report Builder can be pulled from the screen where reports are run or reports can also be scheduled to run at a specific time including setting on a recurring schedule of hourly, daily, weekly, or monthly.

Standard reports within each product are able to be exported in PDF, CSV or XLS format.

Workforce Planning and Decision-Making:

- Provide analytics dashboards for real-time insights into workforce trends, such as:
 - **NEOGOV Response:** Preconfigured reports and dashboards are available within products and our Analytics and Reporting module. Custom Dashboards can be created with reports from the Custom Report Builder with Charts to display the most important information to the agency front and center. Custom dashboards can be created that contain charts/graphs from reports.

More information needed to determine ability to support desire for predictive analytics.

- Turnover rates.
 - **NEOGOV Response:** Not supported.
- Employee performance metrics.
 - **NEOGOV Response:** Perform provides comprehensive metrics on employee performance. Some of the more popular reports are:
 - Item Ratings: Individual ratings, used to identify employee strengths and weaknesses documented in the system, which can help lead to succession planning.
 - Performance Rating: Overall performance ratings for selected evaluations. This report displays performance ratings by score range(s). Results are displayed in a graphical and table format.
 - Goal Management reports are also available as well as Perform's reporting dashboard provides for data visualization for standard reports. Some

dashboard metrics include a Completed Evaluation percentage, number of completed rating and approval tasks, created vs shared journals.

- Compensation and benefits analysis.
 - **NEOGOV Response:** NEOGOV offers a Core HR product that provides Payroll, Benefits, and Time and Attendance pieces, including compensation and benefits administration functionality. Total Compensation views are also available to show a full breakdown of compensation and benefit analytics.
- Offer forecasting tools to support "what-if" scenarios for budgeting and workforce planning.
 - **NEOGOV Response:** While we do not have dedicated functionality for budgeting or forecasting at this time, NEOGOV allows the processes for calculating changes to salary and benefits structures to be run in "Trial Mode" this will not update anything in the system, but it will generate a preview report on what would change if you process a scenario in the system. These preview reports can be used to assess the impact of bargaining and negotiations.

Audit Trails:

- Maintain detailed logs of system activity to track changes in payroll, benefits, and employee data.
 - **NEOGOV Response:** More information needed about areas of system audits reports are pulling from. Audit Log reporting for HRIS is supported within Custom Report Builder.
- Provide audit-ready documentation to ensure transparency and compliance during inspections or reviews.
 - **NEOGOV Response:** Yes, the system can provide an audit trail with audit logs of all transactions performed by users to monitor activity and ensure compliance. The system maintains audit trails from the backend, tracking all processes and actions related to production servers and data. These audit trails can be accessed by security and auditing purposes. A standard report is also available for auditing through site admin. The system also effectively monitors security audit logs using a Security Information and Event Monitoring (SIEM) solution equipped with advanced features. This enables the system to quickly detect and respond to potential security threats, ensuring ongoing protection of the systems and data. Access to system-level audit logs is also available through the web application.

Real-Time Data Access:

- Enable real-time access to data for HR, managers, and executives to make timely decisions.
 - **NEOGOV Response:** Reports in NEOGOV's standard library as well as in the report builder can be run in Real-time or as of a point in time.
- Synchronize reporting data across integrated systems, such as payroll, benefits, and financial

planning tools.

- **NEOGOV Response:** All NEOGOV systems are integrated and cross-product reports are available within Report Builder. More information is needed on specific report needs to ensure we can fully support. Budgeting and financial planning are not supported within our NEOGOV products.

Security and Role-Based Access:

- Ensure sensitive report data is accessible only to authorized users based on their roles.
 - **NEOGOV Response:** Depending on the product, NEOGOV's roles-based security model is configurable to reports.
- Include customizable permissions to control access to specific types of reports or data sets.
 - **NEOGOV Response:** No, security controls, permissions, and assignments are not customizable by users. As a Software-as-a-Service (SaaS) product, NEOGOV manages complete control over all infrastructure, including security controls and permissions. This centralized management ensures consistency and security across the platform, with NEOGOV handling all aspects of access control and infrastructure security. Access to system-level audit logs is also available through the web application.

Scheduled Reporting and Alerts:

- Allow users to schedule recurring reports for automatic generation and delivery.
 - **NEOGOV Response:** Yes, reports can be scheduled to run set a recurring schedule of hourly, daily, weekly or monthly. Custom Dashboards can be created with reports from the Custom Report Builder with Charts to display the most important information to the agency front and center. Custom dashboards can be created that contain charts/graphs from reports.
- Provide alerts for upcoming compliance deadlines or anomalies in payroll or benefits data.
 - **NEOGOV Response:** All information flows between systems so errors would be caught before processing payroll. Trial pay is supported to view any anomalies before officially pushing the payroll in the live environment. Benefit errors are caught and displayed during the enrollment experience. Employees are alerted if any anomalies are discovered after making elections. After the enrollment, Admins will have access to view all employee enrollments and can verify the validity of elections through the Benefits Dashboard or benefit reporting.

Scalability:

- Ensure the reporting system can handle increasing data volume as the workforce grows.

- **NEOGOV Response:** Yes, the proposed solution's user interface is designed to be both flexible and scalable. It can easily accommodate changes, such as updates to workflows, forms, or data fields, ensuring that the system remains adaptable to evolving organizational needs. Additionally, the system is scalable, meaning it can handle increased volumes of data, users, and transactions without compromising performance. This scalability ensures that as your organization grows or requirements change, the solution can expand and continue to meet your needs efficiently.
- Adapt to evolving compliance requirements through system updates or custom configurations.
 - **NEOGOV Response:** NEOGOV handles annual updates for Federal and State government compliance by monitoring regulatory changes, updating policies and systems accordingly, and conducting compliance reviews. Assistance is provided through the Product or support team to ensure adherence.
- Maintain secure data transmission between systems with encrypted connections and role-based access controls.
 - **NEOGOV Response:** Our software solution is equipped with a comprehensive array of security controls designed to protect data and ensure secure access:
 - **Authentication:**
 - **Multifactor Authentication (MFA):** MFA is compulsory for all privileged access to systems, applications, and sensitive data, adding an extra layer of security by requiring multiple forms of verification.
 - **Authentication Protocols:** The system supports Kerberos, CAS, and Active Directory, providing flexible and robust authentication options.
 - **Continuous Improvement:** Our authentication processes are not only clearly established but are also regularly assessed and updated to maintain effectiveness and compliance with evolving security standards.
 - **Access Control:**
 - **Role-Based Access Control (RBAC):** We implement detailed RBAC, allowing granular control over user access based on their roles within the organization.
 - **Super Administrator Role:** This specific role permits designated users to customize permissions as needed, ensuring that access levels are carefully managed and aligned with organizational security policies.
 - **Encryption:**
 - **Data Encryption:** Our databases employ both encryption-at-rest and encryption-in-transit to secure data, utilizing FIPS-140-2 validated encryption modules.
 - **Field-Level Encryption:** Additional encryption at the field level is applied to particularly sensitive PII, providing another layer of security to protect against unauthorized access.

Compatibility with OpenGov and Human Resource (HRIS)/ Payroll Software System

Our solution is designed to seamlessly integrate with OpenGov, ensuring efficient data sharing and streamlined workflows for government and public sector entities. Below are the key aspects of this integration:

Budgeting and Payroll Integration Requirements

The HRIS and payroll system must seamlessly integrate with OpenGov and Human Resource (HRIS)/ Payroll Software to enhance financial management, budgeting accuracy, and operational efficiency. Key functionalities include:

Payroll Integration with OpenGov and Human Resource (HRIS)/ Payroll Software:

- Automatically transfer payroll expenditure data to OpenGov and Human Resource (HRIS)/ Payroll Software financial modules in real-time.
 - **NEOGOV Response:** Standard GL Reporting/Export via the Adhoc Reporting utility is available at no cost. Custom GL Exports are not included with the purchase of the payroll module, they must be purchased as an Add-On Service. If Custom GL export is purchased, a file spec and/or needs document is required. NEOGOV Technical scope review and scope documentation will take place during Implementation. Changes made to the requirements by the customer, after scope review, will be managed by a change control order and may be subject to additional cost.
- Support bi-directional data synchronization to ensure consistency across all systems.
 - **NEOGOV Response:** Currently, NEOGOV does not offer a Bi-directional integration through our payroll into OpenGov. However, NEOGOV can support the production of a G/L exports that can be uploaded into OpenGov to ensure accuracy in ERP data. Standard GL Reporting/Export via the Adhoc Reporting utility is available. Custom GL Exports are not included with the purchase of the payroll module, they must be purchased as an Add-On Service. If Custom GL export is purchased, a file spec and/or needs document is required. NEOGOV Technical scope review and scope documentation will take place during Implementation.
- Streamline the reconciliation process by eliminating manual data entry and reducing errors in financial reporting.

- **NEOGOV Response:** Standard GL Reporting/Export via the Adhoc Reporting utility is available. Custom GL Exports are not included with the purchase of the payroll module, they must be purchased as an Add-On Service. If Custom GL export is purchased, a file spec and/or needs document is required. NEOGOV Technical scope review and scope documentation will take place during Implementation.

Budgeting Accuracy:

- Integrate employee compensation data, including salaries, overtime, bonuses, and other earnings, into OpenGov and Human Resource (HRIS)/ Payroll Software for comprehensive budget modeling.
 - **NEOGOV Response:** Standard GL Reporting/Export via the Adhoc Reporting utility is available at no cost. Custom GL Exports are not included with the purchase of the payroll module, they must be purchased as an Add-On Service. If Custom GL export is purchased, a file spec and/or needs document is required. NEOGOV Technical scope review and scope documentation will take place during Implementation. Changes made to the requirements by the customer, after scope review, will be managed by a change control order and may be subject to additional cost.
- Include benefits costs, such as health insurance, retirement contributions, and flexible spending accounts, in budgeting calculations.
 - **NEOGOV Response:** Standard GL Reporting/Export via the Adhoc Reporting utility is available at no cost. Custom GL Exports are not included with the purchase of the payroll module, they must be purchased as an Add-On Service. If Custom GL export is purchased, a file spec and/or needs document is required. NEOGOV Technical scope review and scope documentation will take place during Implementation. Changes made to the requirements by the customer, after scope review, will be managed by a change control order and may be subject to additional cost.
- Incorporate timekeeping data to align labor expenses with budget forecasts and track variance effectively.
 - **NEOGOV Response:** Standard GL Reporting/Export via the Adhoc Reporting utility is available. Custom GL Exports are not included with the purchase of the payroll module, they must be purchased as an Add-On Service. If Custom GL export is purchased, a file spec and/or needs document is required. NEOGOV Technical scope review and scope documentation will take place during Implementation.

Scenario Planning:

- Enable advanced "what-if" analysis in Human Resource (HRIS)/ Payroll Software and OpenGov by providing accurate payroll and benefits data to model various budget scenarios.

- **NEOGOV Response:** Not supported. NEOGOV provides robust reporting which can get Position Control data into excel, allowing for easy analysis of data after it is extracted.
- Support planning for workforce growth, contract negotiations, and organizational restructuring with dynamic data inputs.
 - **NEOGOV Response:** Forecasting, budgeting, and modeling are not supported.

Automated Workflows:

- Automate the flow of payroll and labor expense data into budget models, ensuring real-time updates and eliminating delays.
 - **NEOGOV Response:** Standard GL Reporting/Export via the Adhoc Reporting utility is available. Custom GL Exports are not included with the purchase of the payroll module, they must be purchased as an Add-On Service. If Custom GL export is purchased, a file spec and/or needs document is required. NEOGOV Technical scope review and scope documentation will take place during Implementation.
- Create triggers for alerts when actual expenses deviate from budgeted amounts, enabling proactive adjustments.
 - **NEOGOV Response:** Not supported.

Reporting and Transparency:

- Provide detailed reports and visualizations in OpenGov and Human Resource (HRIS)/ Payroll Software that aggregate payroll and budget data for transparency.
 - **NEOGOV Response:** There is the ability to run numerous standard reports and/or create ad hoc reports for payroll information and transparency. These are based on date ranges, and do not require the use of special accumulators.

The following Payroll Reports are available to run within the parameters mentioned above:

- Payroll:
 - Employee Change Report
 - Payroll Structure reports for G/L Accounts, Tax Agencies, Processing Frequencies, and Calendars
 - Taxation Requirements reports for Total Earnings and US Tax Filing information
 - Payroll Cycle Current Register, History Register, and Totals Register
 - Print Check List
 - Deposit Report
 - Print Pay Checks

- Print Vendor Checks
- Positive Pay File
- G/L Distribution in PDF and Excel
- G/L Interface File
- Detail Entries by Employee
- Generic Labor Distribution
- Total Earnings per WC Class

NEOGOV also offers a Report Builder that is included in your service fees at no extra cost. Report Builder is incredibly user-friendly and allows users to adopt a self-service method for creating interface files that can be updated and generated at the speed of need.

- Support compliance with financial reporting standards and public sector accountability requirements.
 - **NEOGOV Response:** NEOGOV brings extensive experience in working with public sector organizations (specifically 6,000 public sector entities across the United States and Canada), including state agencies, municipalities, and educational institutions. We have successfully partnered with various Texan public sector entities, which has provided us with a deep understanding of Texas's regulatory requirements and system integration needs. Additionally, NEOGOV's solutions are designed to be scalable and flexible, ensuring seamless integration with Texas State systems, including their security and compliance standards. Our dedicated team of experts, with a focus on public sector HR solutions, further enhances our ability to deliver tailored support and services for this project.

Compensation and payroll are fully integrated. Changes made to salary or wage information is automatically synced with payroll. These changes can also be automated or made in bulk for quicker payroll processing.

Standard GL Reporting/Export via the Adhoc Reporting utility is available at no cost. Custom GL Exports are not included with the purchase of the payroll module, they must be purchased as an Add-On Service. If Custom GL export is purchased, a file spec and/or needs document is required. NEOGOV Technical scope review and scope documentation will take place during Implementation. Changes made to the requirements by the customer, after scope review, will be managed by a change control order and may be subject to additional cost.

Scalability and Security:

- Ensure the integration can scale to accommodate increased data volume as the workforce grows.
 - **NEOGOV Response:** Yes, the proposed solution's user interface is designed to be both flexible and scalable. It can easily accommodate changes, such as updates to workflows,

forms, or data fields, ensuring that the system remains adaptable to evolving organizational needs. Additionally, the system is scalable, meaning it can handle increased volumes of data, users, and transactions without compromising performance. This scalability ensures that as your organization grows or requirements change, the solution can expand and continue to meet your needs efficiently.

- Maintain secure data transmission between systems with encrypted connections and role-based access controls.
 - **NEOGOV Response:** NEOGOV secures remote environments through encrypted connections (TLS 1.2), VPNs, and role-based access control (RBAC). Remote access policies enforce least privilege, and multi-factor authentication (MFA) is required for sensitive systems.

Integration Requirements for HRIS Implementation

The HRIS must seamlessly integrate with existing systems and third-party platforms to ensure efficient data flow, accuracy, and scalability. Key integration functionalities include:

- **NEOGOV Response:** More information is needed about types of data needed for integration in other systems. Some data is available to be extracted through Report Builder. Custom files may incur an additional fee depending on type and complexity of the file. APIs are available but require customer resources to develop.

NEOGOV APIs: <https://api.NEOGOV.com/documentation/hrisapi/index.html>

<https://api.NEOGOV.com/openapi/index.html>

Payroll Integration:

Financial Systems:

- Enable bi-directional integration with financial platforms such as Human Resource (HRIS)/ Payroll Software and OpenGov for automated budget reconciliation and reporting.
 - **NEOGOV Response:** Currently, NEOGOV does not offer a Bi-Directional integration, however, Standard GL Reporting/Export via the Adhoc Reporting utility is available at no cost. Custom GL Exports are not included with the purchase of the payroll module, they must be purchased as an Add-On Service. If Custom GL export is purchased, a file spec and/or needs document is required. NEOGOV Technical scope review and scope documentation will take place during Implementation. Changes made to the requirements by the customer, after scope review, will be managed by a change control order and may be subject to additional cost.

Payroll Processing:

- Ensure payroll data, including wages, taxes, and benefits deductions, is synchronized with the accounting system.
 - **NEOGOV Response:** NEOGOV can create an export from Payroll into your existing third-party ERP system. This creation will require a "spec sheet" provided by your ERP which will give us an example of how the export/import needs to be set up. This export will also be available for you to pull anytime using our robust Report Builder. Please note that additional costs may apply depending on the complexity of GL export.

Benefits Integration:

Third-Party Providers:

- Connect with external benefits providers for real-time updates on employee enrollments, coverage changes, and deductions.
 - **NEOGOV Response:** NEOGOV uses a vendor agnostic approach to data transfers between platforms through flat-file. If your vendors can receive a flat import file, NEOGOV can configure and schedule this for delivery. Depending on the level of complexity and professional service hours required, this may incur additional costs.

Benefits feeds are handled a bit differently. Benefit enrollment can take place in NEOGOV's module and those elections can be sent to the carrier. NEOGOV supports both 834 EDI and standard flat-file data transfers of this kind. Please note that 834 EDIs are not allowed by some benefits vendors, so please verify with them that they can receive files in this way.

Included are 3 HIPAA 834 files which generally cover Medical, Dental, and Vision.

COBRA Compliance:

- Automate COBRA notifications and eligibility tracking through integrated systems.
 - **NEOGOV Response:** NEOGOV supports tracking Cobra employees' enrollments. This data can be used to send 834 enrollment data to carriers. In addition, a file can be created to feed third-party Cobra systems to keep up with census data and employee status, including hire and termination dates. Billing and collections are not supported. Additional costs for COBRA EDI may apply.

Time and Attendance Integration:

- Synchronize time-tracking data from integrated timekeeping systems to ensure accurate payroll processing.
 - **NEOGOV Response:** NEOGOV's Time and Attendance module can seamlessly feed directly into the Payroll module for swift payroll calculation and processing. Items like OT,

shift differentials, and time codes will transition into payroll assuring accuracy in calculation, taxation, and payout.

- Allow for custom rules to calculate overtime, holiday pay, and other time-based compensation.
 - **NEOGOV Response:** The calculation of overtime is driven from the work rules and time rules setup. This is supported for both the assessment of overtime hours, and the calculation of blended rates for overtime. Admin users will have permissions to manipulate the calculation of overtime or holiday rules at any time.

Work rules can be set up with a time rule for holiday worked which will drive to a special timecode which can have a special rate. Holiday calendars and logic can be set up per agency and updated every year. Clients have control over how holiday logic works in the system. Options include but are not limited to: the automatic addition of holiday hours (to replace regular hours) for employee groups, premium pay for employees who work the holiday, and the granting of floating holiday hours.

Applicant Tracking System (ATS):

- Enable seamless data transfer from the ATS to the HRIS for new hires, including job details, compensation, and onboarding requirements.
 - **NEOGOV Response:** All NEOGOV products are integrated giving the City a seamless transfer of data to each product.
- Integrate with third-party background check providers to streamline pre-employment verification processes.
 - **NEOGOV Response:** NEOGOV maintains active partnerships with several vendors providing background check services and can provide you with discounted services as well as direct integration with Insight/OHC if desired. Depending on the current vendor and/or integration requirements, additional costs may apply.

Compliance and Reporting Integration:

- Automate compliance reporting by integrating data with government platforms for submissions such as IRS, EEO, and ACA reports.
 - **NEOGOV Response:** ACA is accommodated by the assignment of ACA Categories to employees. Weekly Measurement, Monthly Measurement, and Lookback are all supported. When assigned to employees, ACA will be assessed against affordability every payroll as it is processed.

Through our Payroll Services product, we can pay and file your taxes, fund direct deposits, pay vendors for electronic wage orders, track and generate ACA data, complete

quarterly filings, generate W2s and 1095s as well as 1094s, and generate files needed for completing your ACA filing at the end of the year.

NEOGOV offers several standard EEO reports for current employees are available EEO-1 Employment Equity, EEO-4 Employment Equity, EEO-4A Hawaii Government Report, EEO-4 New Hire Report, EEO-5 Elementary Secondary Staff, Quarterly EE Report, US Veterans Employment.

Through our Payroll Services product, we can pay and file your taxes (including Unemployment and local taxes), fund direct deposits, pay vendors for electronic wage orders, track and generate ACA data, complete quarterly filings, generate W2s and 1095s as well as 1094s, and generate files needed for completing your ACA filing at the end of the year.

During Implementation, a Payroll Services specialist will meet with you to confirm your tax rates, tax IDs, and required reports. As a standard, W-2s, 1095-Cs, 940s, and 941s are provided. However, all mandatory tax reports will be itemized to confirm accurate filings and reporting.

- Provide real-time data exchange to ensure all records remain up-to-date and compliant.
 - **NEOGOV Response:** All NEOGOV products are fully integrated, allowing data to flow between modules in real time.

Collective Bargaining and Union Integration:

- Support integration with union-specific systems to track collective bargaining agreements, dues, and compliance requirements.
 - **NEOGOV Response:** Union and non-union employees can be tracked. Nearly all clients at NEOGOV require support for Bargaining Units, which includes, but is not limited to:
 - Specified Benefits rates, plans, and procedures per union
 - Specified Time Off rates, plans, and procedures per union
 - Specified Time Rule generation per union
 - Specified Wage Progression and Cost of Living processes and logic per union

Scalability and Open APIs:

- Utilize open API standards to ensure flexibility for future integrations and custom configurations.
 - **NEOGOV Response:** NEOGOV provides a configurable API for 3rd party system integration for items listed here
<https://api.NEOGOV.com/documentation/hrisapi/index.html>

<https://api.NEOGOV.com/openapi/index.html>

We provide access to these APIs for customers at no additional cost, to write Rest API code to retrieve or place data in NEOGOV. Please note however that customer staff and resources are required to configure these based on the supplied NEOGOV documentation.

- Support scalability to accommodate new modules, applications, or third-party systems as the organization's needs evolve.
 - **NEOGOV Response:** NEOGOV's proposed solution is designed to be highly scalable and flexible, adapting to the evolving needs and growth opportunities of organizations. The platform can support organizations of varying sizes, from small agencies to large state departments, ensuring that as the organization grows, the solution can handle increased volumes of users, applicants, and data without degradation in performance.

Customization and configuration options are key strengths of NEOGOV's solution. The platform allows for extensive customization to tailor workflows, forms, and user interfaces to meet specific business requirements. For instance, administrators can configure job application forms, set up automated email and text message notifications, and define specific recruitment workflows that align with the organization's processes.

Additionally, NEOGOV's modular architecture means that new features and functionalities can be added as needed without disrupting existing operations. This ensures that the system can evolve alongside the organization's strategic goals. For example, as new compliance requirements emerge or as the organization adopts new recruitment strategies, NEOGOV's solution can be updated and reconfigured to support these changes.

Moreover, NEOGOV's solution supports integration with various third-party systems, providing flexibility in how it fits within the existing IT infrastructure. This includes seamless integration with HRIS systems, background check providers, and job boards, ensuring a cohesive and efficient recruitment ecosystem.

Overall, NEOGOV's scalable and flexible solution provides a robust framework that can adapt to changing business needs and growth opportunities, offering extensive customization options to meet specific organizational requirements.

Data Synchronization:

- Maintain consistent data across systems, ensuring changes made on one platform (e.g., payroll updates or benefits adjustments) are reflected in all integrated systems.
 - **NEOGOV Response:** NEOGOV's platform is fully integrated among NEOGOV products in order to deliver a seamless experience. Logic will update downstream impacts of employee maintenance in order to limit re-keying and automate business processes.

Common examples include the hire of an employee in Insight and Onboard adding the employee to Core HR, Benefits, Time and Attendance, and Payroll modules; and the automatic proration of payroll based on compensation changes made in Core HR.

- Reduce manual data entry and associated errors by automating data transfers.
 - **NEOGOV Response:** NEOGOV's system provides data input validation to ensure accurate and secure data entry. It also delivers contextual, user-friendly error messages to guide users in resolving input issues effectively. NEOGOV's platform is fully integrated among NEOGOV products in order to deliver a seamless experience. Logic will update downstream impacts of employee maintenance in order to limit re-keying and automate business processes. Common examples include the hire of an employee in Insight and Onboard adding the employee to Core HR, Benefits, Time and Attendance, and Payroll modules; and the automatic proration of payroll based on compensation changes made in Core HR.

Security and Compliance:

- Implement encrypted data transmission between integrated systems to ensure the confidentiality of sensitive information.
 - **NEOGOV Response:** We encrypt data **during transmission** using **TLS (Transport Layer Security)** and **at rest** using **AES-256** encryption to ensure the confidentiality and integrity of the data.
- Ensure compliance with data protection regulations such as GDPR, CCPA, or other applicable standards.
 - **NEOGOV Response:** NEOGOV ensures compliance and governance throughout the data migration process by adhering to industry standards and regulatory requirements. We implement strict data security measures, including encryption and access controls, to protect sensitive information. Our process includes thorough documentation and audit trails to maintain transparency and accountability. We also ensure that data handling practices comply with relevant laws and regulations, such as GDPR, HIPAA, and other applicable data protection standards. Regular reviews and audits are conducted to verify compliance and address any governance issues, ensuring that all data is managed responsibly and ethically.

Mobile and Self-Service Integration:

- Provide seamless integration for mobile applications, allowing employees and managers to access HRIS data on the go.
 - **NEOGOV Response:** NEOGOV's mobile functionality gives users the ability to see an array of real-time information like pay stubs, benefit enrollments, and leave balances. The

mobile app will also provide a time clock capability and leave submission. Offline clocking is also available through the mobile app.

- Link self-service portals to all integrated systems to provide real-time access to information such as pay stubs, benefits, and leave balances.
 - **NEOGOV Response:** NEOGOV grants all employees access to a modern, easy-to-navigate self-service experience that displays real-time information on pay stubs, benefit enrollments, leave balances, and much more. These views are also supported using the free mobile app on iOS or Android.

On-Site Training Requirements for HRIS Implementation

To ensure effective adoption of the HRIS, on-site training sessions will provide hands-on learning opportunities tailored to the organization's specific needs. Key aspects of the on-site training program include:

- **NEOGOV Response:** Our approach to training is flexible and tailored to the needs of the project team and end users. We offer both train-the-trainer and consultant-led delivery methods, depending on the client's preference and scale of the implementation.

Train-the-Trainer Approach: This method empowers key personnel within City to become system experts. We provide comprehensive training for these individuals, who can then train other employees. This approach is effective for large organizations and allows internal trainers to customize their training for different departments. It also supports long-term self-sufficiency within the organization.

Consultant-Led Training: Our consultants deliver hands-on training directly to end users. This is ideal when specialized or complex features need direct expert guidance. It ensures that all users receive the same level of detailed instruction from product experts, leading to quicker adoption. For remote or large-scale end-user training, we leverage computer-based training City, including recorded sessions, interactive e-learning modules, and live virtual classes. These are particularly effective in reaching a wide audience, offering flexibility for users to train at their own pace. We have found success in blending live virtual sessions with on-demand content, which helps reinforce learning and allows users to revisit training materials as needed.

A key lesson learned is the importance of incorporating interactive elements (such as quizzes and hands-on exercises) in the City to keep users engaged. Also, providing ongoing support and access to a knowledge base ensures users can continue learning after the initial training. This multi-faceted approach ensures effective training, whether in-person or remote, and supports sustained user adoption.

Training for HR and Administrative Staff:

In-Depth System Walkthrough:

- Conduct on-site sessions to familiarize HR staff with the HRIS interface, navigation, and key functionalities.
 - **NEOGOV Response:** NEOGOV offers optional onsite training at an additional cost for our TMS modules. Currently NEOGOV only offers virtual training for the HRIS modules. We have a very in-depth implementation and training process which is described below.

Training is a crucial component of NEOGOV's implementation process. NEOGOV provides training for the City's project team to ensure your HR staff becomes experts in the system prior to rollout. Our training staff is highly experienced in public sector and education HR processes, such as recruitment, selection, and applicant tracking.

We utilize a train-the-trainer approach, which involves a 2-day, in-depth online training session for core staffing personnel. This training covers system functionality, process workflows, and business rules. If the City prefers NEOGOV technicians and HR support staff to train additional users outside the core group, we can provide extra sessions to accommodate. Typically, agencies choose to have NEOGOV conduct comprehensive training for the core HR community, who then train the broader team on agency-specific practices.

In addition to core training, technical support staff receive a shorter, half-day training session, ensuring that all relevant staff are fully equipped to use the system. System administrator training is provided through a 50-minute online tutorial that includes the setup of tables in both the training and production environments. This tutorial can be accessed as often as needed to reinforce learning.

NEOGOV also includes up to 5 hours of direct, remote end-user training per module deployed to ensure readiness of workforce staff in using the available tools.

Post-implementation training resources remain available 24/7 through the NEOGOV Community. This includes web videos, printed materials, and online tutorials, allowing the City staff to access training content whenever needed. Additionally, NEOGOV offers monthly customer conference calls, where users can stay updated on best practices, share experiences, and learn about any system updates. These sessions foster a collaborative environment for ongoing learning and support.

In summary, NEOGOV's training program is thorough, flexible, and designed to ensure the City staff have the knowledge and support needed to master the system both pre- and post-implementation.

- Focus on core modules such as payroll, benefits administration, compliance reporting, and data management.

- **NEOGOV Response:** Yes, this is all done during the implementation and training period.

Advanced Usage Training:

- Provide detailed guidance on creating workflows, generating custom reports, and troubleshooting common issues.
 - **NEOGOV Response:** The SaaS platform provides a searchable knowledge base for common issues via the [NEOGOV Success Community](#), offering users self-service support and guidance on product features and troubleshooting.

Training for Managers:

Self-Service Portal for Managers:

- **NEOGOV Response:** A few different training resources for managers include using NEOGOV's LMS tool to create NEOGOV Manager-related training. Managers will be able to keep track of their enrolled courses, completions etc. from their Unified dashboard. NEOGOV also offers the NEOGOV Community that is designed to help ensure your organization's success goes well beyond the initial go live date. The NEOGOV Community includes access to quarterly conference calls, online video tutorials, user groups and more. We also offer NEOGOV University classes, which are free monthly training webinars that customers can enroll in. Users can join NEOGOV experts to discuss product features or best practices during monthly user calls or our weekly Step-Up Series training sessions that focus on one product per session.
- Train managers to use the system for approving leave, accessing team reports, and conducting performance evaluations.
 - **NEOGOV Response:** NEOGOV will provide sessions and materials intended to "train the trainer". In other words, we will train your administrative users so that they will be prepared to train end-users including managers and employees. Typically we will conduct these sessions and sign off on knowledge transfer with you approximately one month prior to your go-live date so that you have time to train your end-users prior to go-live.
- Provide real-world scenarios to practice using reporting and workforce management tools.
 - **NEOGOV Response:** The City's team will be able to practice using our various alternative environments. NEOGOV has Production, UAT and Training segmented environments, the latter two used for development and testing.

All environments receive our new feature releases which are, quarterly with advanced email notice to customers. No approvals are given by customers, in general, before features are released but we do offer Beta testing in UAT and phased rollout for larger enhancements/migration of customers to new features or UI/UX changes.

The UAT environment data is updated annually with a copy of your production set up, with advance notice disseminated via the NEOGOV Community and email. The training environment is not updated with a copy of your production site but available to use for new feature testing. This is a great way to train within the system before going live.

Training for Employees:

Employee Self-Service Training:

- Conduct interactive sessions to teach employees how to access and update their personal information, view pay stubs, enroll in benefits, and request leave.
 - **NEOGOV Response:** NEOGOV's train-the-trainer implementation approach directly addresses this requirement. During the 3-8 week implementation period (per HRIS product), our Implementation Consultant (IC) will conduct interactive training sessions with your designated administrators. These sessions will cover how employees access and update personal information, view pay stubs, enroll in benefits, and request leave. Your administrators will then train end-users (hiring managers, managers, and employees) using the knowledge and materials provided. Post-implementation, NEOGOV University and professional services are available for ongoing support and more in-depth training. Other customers have put these trainings into their NEOGOV LMS system, and administered that training to their end users.

Employee self-service is a core component of NEOGOV's approach, supported by a train-the-trainer implementation methodology. During and after implementation, Admin/HR users have access to the NEOGOV Community, a comprehensive resource hub offering live and recorded training sessions, best practice documentation, information on enhancement releases, and a user forum for peer support. General employees can access basic help and training videos via their self-service portal. To further promote user adoption, many clients leverage the NEOGOV LMS to develop customized training programs, which employees can access through the Unified Dashboard.

- Use live demonstrations and guided exercises to ensure participants are comfortable with the system.
 - **NEOGOV Response:** NEOGOV provides comprehensive documentation and training during implementation, including user guides, FAQs, and access to online resources. During go-live, live training sessions and support from a dedicated implementation team are available to ensure a smooth transition.

Training Environment:

Hands-On Practice:

- Provide training in a live or simulated environment to allow participants to practice tasks directly within the HRIS.

- **NEOGOV Response:** NEOGOV has Production, UAT and Training segmented environments, the latter two are used for development and testing.

All environments receive our new feature releases which are, quarterly with advanced email notice to customers. No approvals are given by customers, in general, before features are released but we do offer Beta testing in UAT and phased rollout for larger enhancements/migration of customers to new features or UI/UX changes.

The UAT environment data is updated annually with a copy of your production set up, with advance notice disseminated via the NEOGOV Community and email. The training environment is not updated with a copy of your production site but available to use for new feature testing.

Equipment and Facilities:

- Ensure training rooms are equipped with necessary hardware (computers, projectors, internet access) to facilitate smooth learning sessions.
 - **NEOGOV Response:** NEOGOV's standard implementation and training are conducted virtually to maximize efficiency and accessibility. This virtual format eliminates the requirement for physical training rooms and associated hardware. We provide detailed system requirements to ensure your team has the necessary technology (computers, internet access, etc.) for a smooth virtual learning experience. We do offer in-person training and implementation, which are available for an additional cost, should that be your preferred method.

Session Format:

Small Group Workshops:

- Break training into small groups based on roles (e.g., HR staff, managers, employees) to ensure personalized attention and engagement.
 - **NEOGOV Response:** NEOGOV uses the "train-the-trainer" approach and provides online training for 'core' staffing personnel users. End users can then be trained by the core trainers. Employee and Manager facing documentation and tutorials can also be provided by NEOGOV during implementation.

To achieve an effective implementation for our agencies and a high level of project success, NEOGOV utilizes a dedicated professional services team and a proven project management approach. This approach has been refined since our first implementation and is designed to provide the most effective implementation while producing maximum user adoption and ongoing project success.

Role-Specific Training:

- Tailor content for different user groups to focus on their specific needs and responsibilities

within the system.

- **NEOGOV Response:** NEOGOV's self-service content is managed through configurable settings that allow organizations to tailor the content based on a user's profile. Here's how it works:
 - **Role-Based Access:** Content within the self-service portal is customized based on user roles (e.g., employee, manager, HR staff). Each role has access to specific tools, resources, and information relevant to their job responsibilities.
 - **Customizable Content:** Administrators can create and manage content, such as forms, resources, FAQs, and dashboards, that are displayed only to specific user groups. For example, managers might see performance review tools, while employees have access to pay stubs and leave requests.
 - **Profile-Specific Information:** Users can view personalized content, such as their own performance reviews, benefits, or tasks, based on their profile information. The system ensures that content is tailored to individual user needs.
 - **Dynamic Workflows:** Self-service workflows, such as approvals, time-off requests, or task assignments, are configured to match the user's role and permissions, ensuring that they see only the workflows applicable to them.
 - **Content Localization:** For organizations with a global workforce, content can be localized based on the user's language or regional settings, ensuring a customized experience for diverse user groups.

This approach allows organizations to provide targeted, relevant content to each user, improving efficiency and user experience across the workforce.

Training Schedule:

Staggered Sessions:

- Schedule training sessions over multiple days or weeks to accommodate staff availability and ensure thorough coverage.
 - **NEOGOV Response:** Training is a crucial component of NEOGOV's implementation process. NEOGOV provides training for the City's project team to ensure your HR staff becomes experts in the system prior to rollout. Our training staff is highly experienced in public sector and education HR processes, such as recruitment, selection, and applicant tracking.

We utilize a train-the-trainer approach, which involves a 2-day, in-depth online training session for core staffing personnel. This training covers system functionality, process workflows, and business rules. If the City prefers NEOGOV technicians and HR support staff to train additional users outside the core group, we can provide extra sessions to accommodate. Typically, agencies choose to have NEOGOV conduct comprehensive training for the core HR community, who then train the broader team on agency-specific practices.

In addition to core training, technical support staff receive a shorter, half-day training session, ensuring that all relevant staff are fully equipped to use the system. System administrator training is provided through a 50-minute online tutorial that includes the setup of tables in both the training and production environments. This tutorial can be accessed as often as needed to reinforce learning.

NEOGOV also includes up to 5 hours of direct, remote end-user training per module deployed to ensure readiness of workforce staff in using the available tools.

Post-implementation, training resources remain available 24/7 through the NEOGOV Community. This includes web videos, printed materials, and online tutorials, allowing City staff to access training content whenever needed. Additionally, NEOGOV offers monthly customer conference calls, where users can stay updated on best practices, share experiences, and learn about any system updates. These sessions foster a collaborative environment for ongoing learning and support.

In summary, NEOGOV's training program is thorough, flexible, and designed to ensure the City's staff have the knowledge and support needed to master the system both pre- and post-implementation.

Follow-Up Sessions:

- Conduct additional sessions to address questions, reinforce learning, and cover any updates or new features.
 - **NEOGOV Response:** After the initial training sessions, NEOGOV will offer post-training support through help desks, knowledge base articles, and ongoing Q&A sessions.

NEOGOV can also provide follow-up training sessions, if necessary, to reinforce learning or train additional staff as needed. Additionally, periodic refresher training sessions can be scheduled to ensure continued proficiency, particularly after system updates or new feature releases.

NEOGOV also offers many avenues by which all users can address their own questions after initial implementation, such as:

- Self-Paced Learning:
 - Includes video tutorials, user guides, and FAQs tailored to NEOGOV's system and Thornton's specific configuration.
 - Accessible 24/7 for flexibility.
- Role-Specific Resources:
 - Content is organized by user roles (e.g., administrators, managers, general

employees) to ensure relevance.

- All of these combined features ensure all users, regardless of role, have the tools they need for refresher or additional training, promoting long-term proficiency and system adoption.

Trainer Support:

On-Site Trainers:

- Employ expert trainers familiar with the HRIS to conduct the sessions.
 - **NEOGOV Response:** The allocated NEOGOV project team to all implementations is highly experienced in delivering solutions to public sector agencies. Our customers rely on NEOGOV's knowledge of the industry to help them successfully implement software solutions and continually realize ongoing benefits. For the successful completion of this project, NEOGOV will allocate only experienced personnel to fulfill the required project roles. While additional resources may be added to the project as required, the approved project team will remain assigned throughout the project duration. Please note that the final roster is dependent on several factors including final contract and project scope, schedule availability, etc.
- Trainers should provide real-time assistance and address specific organizational use cases.
 - **NEOGOV Response:** Training is one of the most critical components of any new software rollout and implementation includes training for your project team. During the initial implementation, we will provide online training for 'core' staffing personnel users – this is a train-the-trainer approach.

You will be assigned a dedicated project manager and implementation consultant to work directly with your team. We use project management software to keep a schedule of implementation efforts, making it easier for your team to keep the work organized as we set up the system.

NEOGOV will provide various methods of communication, post-implementation, for you to reach NEOGOV for Customer support, applicant support, technical support, and any other communication requirements. This includes a Self-service portal to submit Customer support cases. NEOGOV customers also have access to the NEOGOV Community, which includes user guides and videos to help with implementation and training, as well as an FAQ section. NEOGOV works with our customers to develop reports that allow them to see trends and respond to changes in organizational performance metrics.

NEOGOV licenses include support and maintenance of all products. Our Customer Support team includes staff who have years of professional HR experience in the public sector in the areas of recruitment, HRIS, and training. Our customers consistently provide positive

feedback about the value of having staff that understand their business processes and have a depth of understanding of HR when responding to their questions and issues. The NEOGOV Customer Support Help Desk is available Monday to Friday as stated below. Online and emergency technical support is available 24/7.

The NEOGOV Customer Success Help Desk can assist from:

- Monday - Friday, 6:00am - 6:00pm MT for phone support
- Monday - Friday, 6:00am - 6:00pm MT for email support, contact customer support@NEOGOV.net
- Monday - Friday, 6:00am - 6:00pm MT for email support regarding applicant issues, contact applicantsupport@NEOGOV.net

Train-the-Trainer Model:

- Identify internal staff to shadow trainers and serve as ongoing system experts for the organization.
 - **NEOGOV Response:** NEOGOV will provide training for the City's project team to ensure your HR staff becomes experts in the system prior to rollout.

Our internal training staff (Implementation Consultants, Project Managers, Customer Success Personnel, etc.) is made up of individuals that are highly experienced in public sector HR processes, such as recruitment, selection, and applicant tracking.

Specific individuals from NEOGOV's staff will be assigned to the City's account upon award of contract, since they are assigned based on size of the organizations, scope, and desired product(s).

Post-implementation, training resources remain available 24/7 through the NEOGOV Community. This includes web videos, printed materials, and online tutorials, allowing City staff to access training content whenever needed. Additionally, NEOGOV offers monthly customer conference calls, where users can stay updated on best practices, share experiences, and learn about any system updates. These sessions foster a collaborative environment for ongoing learning and support.

Materials and Resources:

- Provide printed and digital materials, such as quick-reference guides, FAQs, and system documentation, to support learning during and after the training.
 - **NEOGOV Response:** NEOGOV will provide comprehensive system documentation and resources as part of the implementation process. This includes detailed system user manuals that cover all aspects of the software's functionality, "Quick Reference" guides for easy access to common tasks, and in-depth training materials. Additionally, we will

provide access to an online knowledge base, which includes FAQs, troubleshooting tips, and instructional videos.

Feedback and Improvement:

- Collect participant feedback at the end of each session to evaluate the effectiveness of the training and identify areas for improvement.
 - **NEOGOV Response:** NEOGOV Training Evaluation and Feedback:
 - Collect Feedback: NEOGOV will collect feedback from participants after each session to ensure the training was effective and identify any areas for improvement.
 - Adjustments Based on Feedback: Based on feedback, adjustments will be made to training materials or methods to address any gaps in understanding.

Warranty Requirements for HRIS Implementation

The warranty provisions for the HRIS should ensure the system's functionality, reliability, and ongoing support during the agreed warranty period. Key warranty requirements include:

Warranty Coverage:

- **System Functionality:**
 - Guarantee that the system operates as specified in the agreed-upon requirements and documentation.
 - **NEOGOV Response:** NEOGOV ensures that the system operates as specified in the agreed-upon requirements and documentation. This is demonstrated by their rigorous adherence to industry-standard security practices throughout the Systems Software Development Lifecycle (SDLC). They have fully implemented and documented the Federal Risk and Authorization Management Program (FedRAMP) Security Controls (Moderate) baseline, based on NIST SP 800-53 guidelines. This comprehensive framework ensures that all aspects of SDLC security are meticulously managed. Each phase of the SDLC and every issue within these phases are systematically documented using Atlassian's Jira ticketing system. NEOGOV also has a robust patch management process, which includes a multi-step approval process for all changes and updates. All proposed updates and patches undergo thorough testing before deployment to production environments to ensure security and functionality.

Furthermore, NEOGOV is dedicated to the ongoing maintenance and enhancements of its products and services. They have defined an aggressive enhancement release schedule for rolling out new product features and capabilities on an ongoing basis to their customers. Each enhancement release includes updates user guides and written communication to their customers about the new features as well as online trainings of the new features and updated user

documentation. They also announce upgrades via email, outlining new system capabilities and a description on how to utilize the functionality.

- **Bug Fixes and Errors:**

- Cover the correction of system errors, bugs, or functionality issues identified during the warranty period.
 - **NEOGOV Response:** NEOGOV notifies customers via email or support channels. Critical bugs are fixed within 30 days, non-critical within 60 days, and updates are provided throughout the process.

- **Integration Issues:**

- Address any integration challenges with existing systems, such as Human Resource (HRIS)/ Payroll Software, OpenGov, payroll, or benefits platforms, at no additional cost.
 - **NEOGOV Response:** NEOGOV uses a vendor agnostic approach to data transfers between platforms. For this reason, all integrations are considered standard, and the scope of configuration, delivery, and testing are decided upon during the Discovery phase of your implementation.

Warranty Period:

- Define a warranty period, typically ranging from 12 months, starting from the go-live date or final system acceptance.
 - **NEOGOV Response:** Final System Acceptance- Once the agency decides to “go live” with the system, the Implementation Consultant will transition the agency’s account to work with the Customer Success Team. The Implementation Consultant can still support the agency for up to 3 weeks before they transition over to the Customer Success Team. All questions and support requests will then be provided by any Customer Success Team member.

Warranty- Please refer to the Service Level Warranty and Service Level Agreement provided with our submission.

Technical Support:

- Provide free technical support during the warranty period, including:
 - **NEOGOV Response:** NEOGOV provides a comprehensive range of support services to ensure efficient operation and quick resolution of issues for its users:

Emergency Technical Support: NEOGOV offers 24/7 emergency technical support, ensuring immediate assistance is available for critical issues at any time.

Customer Support Analysts (CSAs): CSAs are available from 9:00 AM to 5:00 PM ET. They can be contacted via scheduled appointments, email, or as availability permits during working hours.

Service Desk Availability: The NEOGOV service desk is staffed from Monday to Friday, 8:00 AM to 6:00 PM ET. Support is accessible through phone, email, and live chat to help resolve any issues.

Online Community and Resources: NEOGOV provides free, 24/7 access to its online community. This resource includes articles, video tutorials, information on upcoming webinars, and recordings of past events. Additionally, users can engage with other NEOGOV customers through Q&A postings within the community platform. This structured support system ensures that NEOGOV users receive timely and effective help, ranging from routine inquiries to urgent technical issues.

NEOGOV is dedicated to the ongoing maintenance and enhancements of its products and services. We have defined an aggressive enhancement release schedule for rolling out new product features and capabilities on an ongoing basis to our customers. Each enhancement release includes updates user guides and written communication to our customers about the new features as well as online trainings of the new features and updated user documentation. NEOGOV's process to announce upgrades is to generate an email outlining new system capabilities and a description on how to utilize the functionality. Customers are notified via email of the new items and the process in which to use the functionality. Please see our attached NSA for further details.

Customer satisfaction is NEOGOV's top priority. We are proud to provide the experienced Customer Success Team with backgrounds in public sector Human Resources. The team's knowledge in areas of recruitment, HRIS, and training coupled with expertise of NEOGOV systems ensure customer questions and issues are resolved in a timely manner.

- Assistance with system usage.
 - **NEOGOV Response:** See above answer under 'Provide free technical support during the warranty period'.
- Troubleshooting issues.
 - **NEOGOV Response:** See above answer under 'Provide free technical support during the warranty period'.
- Guidance on system updates and enhancements.
 - **NEOGOV Response:** See above answer under 'Provide free technical support during the warranty period'.

Updates and Patches:

- Include system updates, patches, and fixes for any issues discovered post-implementation to maintain compliance and performance standards.
 - **NEOGOV Response:** For security purposes, NEOGOV recommends that system users always use the latest browser technology with the latest security patches. Anti-virus and attack signatures are scheduled to download the latest definitions using the most frequent setting.

NEOGOV installs all OS updates monthly. Standard Security patches are applied every month after following our SDLC cycle. Some patches are applied sooner based on severity. NEOGOV uses Next-Generation anti-virus across our systems which update definitions as they are posted in real time. All patches are fully tested prior to deployment. Since NEOGOV's platform is a shared tenant SaaS, only NEOGOV can apply the patches.

Training and Documentation:

- Offer additional training or refresher sessions if system modifications are made during the warranty period.
 - **NEOGOV Response:** NEOGOV's proposed **post "Go-Live" training approach** focuses on continuous learning and long-term user success. The plan includes refresher trainings, ongoing opportunities for skill development, and support tailored to the City's needs. Below is the detailed approach:
 - **Immediate Post "Go-Live" Training**
 - **Stabilization Period Training (First 30 Days):**
 - Additional live virtual sessions to address specific challenges or questions arising after go-live.
 - Role-specific guidance to reinforce key processes and workflows.
 - Targeted support for administrators to resolve configuration or user management questions.
 - **Follow-Up on User Feedback:**
 - NEOGOV gathers feedback from the City's users on areas requiring clarification or enhancement.
 - Custom refresher sessions are provided based on this feedback.
 - **Refresher Training**
 - **Quarterly Refresher Sessions:**
 - Focused virtual training sessions for key user groups to reinforce best practices.
 - Updates on new system features, configurations, or enhancements made since go-live.

- **Annual Refresher Training:**
 - Comprehensive review of the system for all user roles, including new features and advanced functionalities.
 - Ideal for addressing staff turnover or onboarding new employees.
- **Specialized Topics:**
 - Deep dives into specific areas, such as reporting, integrations, or compliance-related tasks.
- **On-Demand Training Resources**
 - **Online Learning Library:**
 - Continuous access to video tutorials, user guides, and FAQs.
 - Regularly updated content to include new features and best practices.
 - **Recorded Training Sessions:**
 - Access to recordings of initial training sessions for ongoing reference.
 - **Knowledge Base Access:**
 - City-specific articles and troubleshooting guides integrated into the help center.
- **Virtual Training Opportunities**
 - **Live Virtual Sessions:**
 - Scheduled webinars or training for specific roles, departments, or processes.
 - Opportunities for interactive Q&A with NEOGOV trainers.
 - **One-on-One or Small Group Training:**
 - Personalized virtual training sessions for new employees or users needing additional support.
- **Optional In-Person Training**
 - **Periodic In-Person Sessions:**
 - If preferred, NEOGOV can schedule on-site refresher or advanced training for groups of 10+ users.
 - Tailored sessions for specific departments or system modules.
- **User Support for Ongoing Training**
 - **Administrator Empowerment:**
 - Advanced training for system administrators to manage City's internal training programs.
 - Tools to create and distribute City-specific training content for employees.

- **NEOGOV Support Team:**

- Access to live customer support during regular business hours for technical questions or training follow-ups.
- Assistance with troubleshooting or advanced system configurations.

- **Why This Approach?**

- **Adaptability:** Addresses both immediate post-go-live needs and long-term knowledge retention.
- **Continuous Improvement:** Keeps users up to date with system updates and best practices.
- **Minimized Disruption:** Flexible virtual and on-demand options reduce impact on daily operations.

This comprehensive post “Go-Live” training approach ensures the City's team remains confident and proficient in using the system, maximizing the value of NEOGOV’s solution.

- Provide comprehensive documentation for system troubleshooting and support.
 - **NEOGOV Response:** NEOGOV provides a comprehensive range of support services to ensure efficient operation and quick resolution of issues for its users:
 - Emergency Technical Support:
 - NEOGOV offers 24/7 emergency technical support, ensuring immediate assistance is available for critical issues at any time.
 - Customer Support Analysts (CSAs):
 - CSAs are available from 9:00 AM to 5:00 PM ET. They can be contacted via scheduled appointments, email, or as availability permits during working hours.
 - Service Desk Availability:
 - The NEOGOV service desk is staffed from Monday to Friday, 8:00 AM to 6:00 PM ET. Support is accessible through phone, email, and live chat to help resolve any issues.
 - Online Community and Resources:
 - NEOGOV provides free, 24/7 access to its online community. This resource includes articles, video tutorials, information on upcoming webinars, and recordings of past events. Additionally, users can engage with other NEOGOV customers through Q&A postings within the community platform.

This structured support system ensures that NEOGOV users receive timely and effective help, ranging from routine inquiries to urgent technical issues.

Service Level Agreement (SLA):

- Specify response and resolution times for issues reported during the warranty period.
 - For example:
 - **Critical Issues:** Addressed within 24 hours.
 - **Major Issues:** Resolved within 3 business days.
 - **Minor Issues:** Addressed within 5 business days.
 - **NEOGOV Response:** Yes, these times are all met. Please refer to the Service Level Warranty and Service Level Agreement provided with our submission.

Data Security and Integrity:

- Ensure the integrity and security of data during any warranty-related system changes or updates.
 - **NEOGOV Response:** We are responsible for maintaining our hardware and software infrastructure, including server operations and database security. During any modifications, updates, or upgrades to our services, we implement measures to prevent unauthorized access, use, modification, or disclosure of customer data. These measures ensure that all system changes are conducted securely, and that data integrity is preserved throughout the process, providing our customers with confidence that their information remains protected at all times.

Escalation Process:

- Define a clear escalation process for unresolved issues, including points of contact and resolution timelines.
 - **NEOGOV Response:** NEOGOV's escalation process for unresolved issues involves notifying the customer of any unauthorized access, use, loss, or disclosure of customer data within its custody and control—referred to as a "Security Breach"—within 72 hours of confirming the nature and extent of the incident, or sooner if required by applicable law. Both NEOGOV and the customer will reasonably cooperate in the investigation and resolution of the issue. If applicable laws or the customer's policies require notifying authorized users or others affected by the security breach, the customer is responsible for providing such notifications.

Exclusions:

- Clearly state any exclusions from the warranty coverage, such as damages caused by user errors, unauthorized modifications, or third-party integrations not specified in the contract.
 - **NEOGOV Response:** Please refer to Exhibit 5C for NEOGOV Exceptions.

Additionally, exclusions from the warranty coverage include damages resulting from user errors, such as misuse or failure to follow provided instructions; unauthorized modifications or alterations to the services or software without prior authorization; and any issues arising from third-party integrations not specified or approved in the contract.

Additionally, the warranty does not cover damages caused by violations of the terms of service, including using the services to store or transmit unlawful or infringing material, making the services available to unauthorized users, or any disruption caused by interfering with or compromising the integrity or performance of the services. Damages resulting from external factors beyond the control of the service provider, such as natural disasters or events of force majeure, are also typically excluded from warranty coverage.

Transition to Post-Warranty Support:

- Provide a seamless transition plan from warranty coverage to long-term maintenance and support agreements.
 - **NEOGOV Response:** Please refer to the Service Level Warranty and Service Level Agreement provided with our submission.
- Offer cost-effective extended warranty options for continued coverage.
 - **NEOGOV Response:** Please refer to the Service Level Warranty and Service Level Agreement provided with our submission.

Exhibit B- ARPA Required Provisions

NEOGOV Response: Please see the required documentation included in and after Attachment C, which certifies that **NEOGOV is not debarred from ARPA funding.**

Exhibit C- Other Relevant Information/ Special Conditions

The following details and special conditions must be adhered to for the implementation of the HRIS system for the City of La Marque:

1.Submission Requirements:

- One (1) original and three (3) copies must be included with this bid.
- Ensure that all forms are completed and returned as part of the bid packet.
 - **NEOGOV Response:** All forms are completed and in the order required by the City. They will be submitted electronically as specified in 'Response Requirements' on pg. 4 of the original RFP.

2.Bonds:

- No bonds are required for this proposal.
 - **NEOGOV Response:** N/A.

3.Insurance:

- The successful bidder must meet the minimum requirements of the Texas State Financial Responsibility Act for operating vehicles used in delivering the purchased items to the City.
 - **NEOGOV Response:** N/A. All deliverables are digital, so there is no need to physically deliver them to the City of La Marque.

4.Indemnity:

- The respondent agrees to defend, indemnify, and hold the City of La Marque, its employees, officers, and elected representatives harmless against any and all claims for damages, costs, and expenses of persons or property that may arise from:
 - Any negligent act or omission of the respondent.
 - Actions of any agent, servant, or employee of the respondent in executing or performing this contract.
- This indemnity applies regardless of whether such persons are under the direction of City agents or employees.
 - **NEOGOV Response:** Please refer to our Service Level Agreement (SLA) and NEOGOV Exceptions found in Section 5, 'Legal Actions'.

5.Data Migration Requirements:

- All existing employee, payroll, and benefits data must be migrated securely and accurately from legacy systems to the new HRIS.

- **NEOGOV Response:** As part of the implementation, NEOGOV will collect and load current employee data, and one year's worth of historical data. This data will be imported for the client to review for accuracy.

On an ongoing basis, NEOGOV does not support inbound data integrations for the Manage platform which includes Core HR, Time and Attendance, Payroll, and Benefits. If not contracted for NEOGOV Payroll, however, data integration feeds can be configured to feed Core HR, Time and Attendance, and Payroll data to outbound systems able to accept a flat import file. Depending on the suite of products you decide on, we will work with you to make sure that NEOGOV products can serve as the system of record for those products, and these data can be transferred to any other systems to reduce keying and automate downstream impacts of data changes. Depending on the level of complexity and professional service hours necessary, the configuration of integrations may incur additional costs.

- Data validation processes should be implemented to ensure the integrity and accuracy of migrated data.
 - **NEOGOV Response:** Dependent on the products in scope, some offer migration of data during implementation, with timeframes of historical data import defined per product.

NEOGOV's approach to data conversion and file migration involves a comprehensive process to ensure a smooth transition of both structured and unstructured data. We begin with an initial assessment to analyze existing data sources, followed by requirement gathering to understand specific needs and compliance considerations. A detailed data mapping and planning phase is conducted, outlining transformation and migration protocols. Pilot testing with a subset of data helps validate the process before executing full-scale migration, during which we monitor closely to address any issues. Post-migration validation ensures data accuracy and user accessibility. Throughout, we employ industry-standard tools and best practices to maintain data integrity, security, and compliance, ensuring an efficient and effective migration process.

6. System Customization and Scalability:

- The system must support custom configurations to align with the City's specific needs, including department- level workflows and reporting.
 - **NEOGOV Response:** This is standard NEOGOV functionality. One of the greatest benefits of NEOGOV's system is its ability to be easily configured by HR without costly IT intervention. The system has been designed so that customers can configure it based on the needs of their specific organization. The extent of configuration is dependent upon which NEOGOV system. For example, within NEOGOV's Insight tool, the City can configure career site to include your logo, header image, and color scheme to

complement your organization's website. The ability to configure multiple application types is available and does not require any customization. During the initial implementation period, NEOGOV will work directly with the City to set the system up to meet the City's specific needs.

- Scalability must be ensured to accommodate workforce growth and future technological advancements.
 - **NEOGOV Response:** To ensure scalability we take multiple different components into account:
 - Hardware and Configuration:
 - Utilizes servers and storage from leading vendors.
 - All networking components, including firewalls and load balancers, are set up in a high-availability configuration with redundancy to eliminate single points of failure.
 - Network Management:
 - Manages, configures, and maintains all computer and networking equipment.
 - Uses multiple Internet connections load-balanced through firewalls and switches for up to 2Gbps burst, ensuring maximum bandwidth scalability.
 - Data Storage and Mirroring:
 - Customer databases are on primary servers with data stored on mirrored disk storage across different arrays for redundancy and quick retrieval.
 - Employs BIG-IP load balancers to manage web server traffic and enhance data redundancy and scalability.
 - Scalability and Monitoring:
 - The SaaS model and production environment are fully scalable to accommodate growth, supporting over 6,000 concurrent organizations.
 - Regularly monitors environments for increased load and can scale resources as needed without impacting end-user performance.
 - Testing and Quality Assurance:
 - Conducts stress testing at three stages of the code lifecycle: by developers, QA staff, and IT Operations team, using progressively larger sets of sample data.
 - Ensures that each testing phase meets or exceeds standards before moving forward in the development process. If standards are not met, code is retested until it passes.

7.Security and Compliance:

- The HRIS must comply with all applicable data protection regulations, including GDPR, CCPA, and local laws.

- Implement robust cybersecurity measures, including encryption, multi-factor authentication, and role-based access controls.
 - **NEOGOV Response:** Our software solution is equipped with a comprehensive array of security controls designed to protect data and ensure secure access:
 - Encryption:
 - Data Encryption: Our databases employ both encryption-at-rest and encryption-in-transit to secure data, utilizing FIPS-140-2 validated encryption modules.
 - Field-Level Encryption: Additional encryption at the field level is applied to particularly sensitive PII, providing another layer of security to protect against unauthorized access.
 - Authentication:
 - Multifactor Authentication (MFA): MFA is compulsory for all privileged access to systems, applications, and sensitive data, adding an extra layer of security by requiring multiple forms of verification.
 - Authentication Protocols: The system supports Kerberos, CAS, and Active Directory, providing flexible and robust authentication options.
 - Continuous Improvement: Our authentication processes are not only clearly established but are also regularly assessed and updated to maintain effectiveness and compliance with evolving security standards.
 - Access Control:
 - Role-Based Access Control (RBAC): We implement detailed RBAC, allowing granular control over user access based on their roles within the organization.
 - Super Administrator Role: This specific role permits designated users to customize permissions as needed, ensuring that access levels are carefully managed and aligned with organizational security policies.

8. User Access and Permissions:

- Provide role-based access to ensure that employees, managers, and administrators only access relevant information.
 - **NEOGOV Response:** All NEOGOV systems also employ a roles-based security model ensuring users only have access to areas for which they have been given access rights.

Access to the system is based on User Roles, which are configured by System Administrators during the initial setup of the system. Specific access between users can include permissions to read, create, update and or delete items. The HR Admin role has the highest access to the system and can configure permissions within each of the User Roles.

Insight also allows for configuration of custom roles for the HR team or departmental teams assisting with HR functions, which includes read-only access. Some of the rating roles also allow for a 'view only' rating of candidate. In the Online Hiring Center, various roles that can be identified and assigned on a case-by-case basis include: Hiring manager, Search Committee member (SME), HR Liaison, Originator, HR Admin, etc. Our OHC security table allows the State to configure more granular permission to the global OHC user roles.

Within NEOGOV Onboard, 4 user roles exist, HR Admin, HR User, Manager and Employee. Additionally, an IT User role is available within Onboard forms and data on forms. Departmental Admins can be configured in Onboard. Predefined Security permissions are available for each user role and your IC will help the client configure those to help meet their process needs.

Attract access is granted on the user level. Department and job access will be mirrored from Insight. Any user can be given access to Attract regardless of their Security Role. Department access given to a user in Insight will dictate their visibility in Attract. Users will not have access to candidates in the Engage module that have not applied to their department.

- Audit logs must track user actions to maintain security and accountability.
 - **NEOGOV Response:** Yes, audit logs are crucial for maintaining security and accountability. NEOGOV maintains audit trails from the backend, tracking all processes and actions related to production servers and data.

9. Integration with External Systems:

- Seamlessly integrate with Human Resource (HRIS)/ Payroll Software, OpenGov, and other financial and benefits systems.
 - **NEOGOV Response:** NEOGOV's HRIS is designed for seamless integration with other systems. Within the NEOGOV suite, any changes in Core HR, Benefits and Time and Attendance automatically update in NEOGOV's Payroll system, including proration of premiums, deductions, contributions, and leave accruals. For integration with external financial and HRIS systems, including OpenGov, NEOGOV employs a vendor-agnostic, flat-file integration approach. This allows for flexible data exchange configured to the specifications of the target system. The specifics of each integration, including configuration, delivery, and testing, are determined during the Discovery phase.
- Ensure compatibility with timekeeping, applicant tracking, and background check systems.

- **NEOGOV Response:** By adopting NEOGOV's Core HR product, and corresponding Talent Management Modules in this RFP, the expectation is that NEOGOV will be the source of truth for all HR data. NEOGOV as the system of record means that APIs should not be necessary to receive data out of NEOGOV as data will flow to Core HR automatically from other products.

Customers using NEOGOV as system of record, but still having API needs, would need to vet out their data transfer requirements with our Sales and Operations team to fully understand downstream data implications and our current/future solutions.

10. Implementation Timeline:

- The implementation must adhere to an agreed-upon timeline, including milestones for data migration, testing, training, and go-live.
 - **NEOGOV Response:** NEOGOV ensures adherence to an agreed-upon implementation timeline through a collaborative planning process. Prior to the project kickoff, we provide a comprehensive set of documents, including an implementation task checklist, project status tracking spreadsheets, and a detailed implementation plan with defined timelines and milestones for data migration, testing, training, and go-live. The kickoff meeting formalizes these milestones, establishes points of contact, reviews deliverables, and sets project expectations.
- Regular updates must be provided to stakeholders to track progress and address potential delays.
 - **NEOGOV Response:** NEOGOV prioritizes proactive communication and structured project management to ensure regular stakeholder updates and address potential delays. Before project kickoff, we provide a comprehensive implementation plan with defined timelines and milestones. Weekly project manager update sessions are conducted to review progress, completed/upcoming deliverables, and any potential issues. If delays occur, project managers collaborate to identify root causes, assess impact, and implement solutions, including assigning additional resources if needed. Timeline modifications are reviewed with executive staff and documented with sign-off from both project managers. To proactively identify potential delays, the NEOGOV project manager communicates regularly with the client. We utilize various tools, including a project implementation timeline, activity checklist, issue tracking log, and a web-based CRM (GuideCX) for real-time issue resolution tracking. Key implementation activities include project kickoff, requirements gathering, testing environment creation, integration analysis, configuration, weekly status meetings, and production rollout support.

11. Post-Implementation Support:

- Include provisions for extended support beyond the warranty period, including system maintenance, updates, and troubleshooting.
- Offer training for new staff and ongoing system enhancement guidance.
 - **NEOGOV Response:** Yes, NEOGOV offers a variety of different training options. You can use NEOGOV's LMS to house your New Hire Training. The NEOGOV Community also has all of our technical guides, live trainings, community forums, enhancement releases and more. NEOGOV is dedicated to the ongoing maintenance and enhancements of its products and services. We have defined an aggressive enhancement release schedule for rolling out new product features and capabilities on an ongoing basis to our customers. Each enhancement release includes updates user guides and written communication to our customers about the new features as well as online trainings of the new features and updated user documentation. NEOGOV's process to announce upgrades is to generate an email outlining new system capabilities and a description on how to utilize the functionality. Customers are notified via email of the new items and the process in which to use the functionality.

12. Reporting and Analytics:

- Provide robust reporting capabilities with customizable dashboards to address specific departmental and organizational needs.
 - **NEOGOV Response:** NEOGOV provides robust reporting capabilities with customizable dashboards to meet specific departmental and organizational needs. Our platform offers user-friendly reporting tools throughout, including standard reports with drill-down functionality for filtering, calculated fields, and customized data views. The included Report Builder empowers users with self-service report creation and on-demand data updates. Dashboard charts offer drill-down capabilities via direct clicks or the "Explore" button. Additionally, analytics users have access to single-click Time-to-Hire reports with departmental, classification, divisional, or agency-wide metrics, including benchmarking against peer NEOGOV clients. The Time-to-Hire dashboard also displays applicant progress at each hiring stage by EEO category.
- Include advanced analytics tools for forecasting, workforce planning, and decision-making.
 - **NEOGOV Response:** The NEOGOV Reporting & Analytics module provides robust tools for collecting, analyzing, and visualizing HR data to support informed decision-making. This module offers a comprehensive suite of pre-built reports and customizable dashboards, allowing HR professionals to monitor key metrics and trends across various HR functions, including recruitment, performance, compensation, and employee engagement. With advanced analytics capabilities, users can delve into data to uncover insights, identify patterns, and forecast future trends. The module also supports compliance reporting, ensuring organizations meet regulatory requirements with ease. By

providing a clear, data-driven view of the organization's workforce, the Reporting & Analytics module empowers HR leaders to make strategic decisions, optimize HR processes, and drive continuous improvement.

13. User Training:

- On-site training must be conducted for all relevant user groups, including HR, managers, and employees.
 - **NEOGOV Response:** NEOGOV offers both virtual and on-site training options to meet your organization's needs. While our standard implementation includes comprehensive virtual training, we understand the value of in-person instruction. On-site training is available for an additional cost, and our Professional Services team will work with you to determine the optimal scope, including the number of training hours, target audience (HR, managers, employees), and customized training materials.
- Training materials, including guides and videos, must be provided for future reference.
 - **NEOGOV Response:** NEOGOV provides comprehensive training materials for ongoing reference. All training materials, including user guides and video tutorials, are readily accessible within the NEOGOV Community. Clients can supplement these guides with their own content as needed. Custom training materials can also be developed by our Professional Services team for custom online or on-site training engagements (available at an additional cost). The NEOGOV Community also offers ongoing resources such as quarterly conference calls, user groups, and free monthly NEOGOV University webinars and weekly "Step Up Series" training sessions. Additionally, NEOGOV Customer Support offers free 30-minute assistance sessions on topics of your choice.

14. Special Conditions for Union/Collective Bargaining Employees:

- Ensure the system accommodates specific needs related to collective bargaining agreements, such as unique pay scales, dues, and compliance reporting.
 - **NEOGOV Response:** Because our systems are specifically designed for public sector, we are able to support the nuances of CBAs through scales/steps, reports, leave types and other critical areas of difference for your union employees.

15. Disaster Recovery and Backup:

- The system must include a robust disaster recovery plan and automated backup processes to prevent data loss.
 - **NEOGOV Response:** Yes, the system includes a robust disaster recovery plan and automated backup processes to prevent data loss. All networking components, firewalls, load balancers, web servers, and application servers are configured in a redundant setup.

Customer data is stored on mirrored disk storage across various storage cabinets and controllers for enhanced data resilience. Real-time data backup to a secondary data center ensures minimal disruption in services.

NEOGOV maintains a comprehensive disaster recovery plan aimed at business continuity during emergencies. In the event of a primary data center outage, operations can be switched to a geographically remote secondary data center within minutes, utilizing DNS failover. Procedures are in place to reconstruct all necessary data center infrastructure to run NEOGOV applications if both primary and secondary data centers are destroyed, including plans for rebuilding infrastructure and restoring live offsite backups at an alternate location.

Full backups are completed at least weekly with incremental backups completed at least daily. Database transaction logs are backed up every three minutes. In the event of a disaster, NEOGOV has the flexibility to resume operations in a cloud and or a new data center as needed. NEOGOV's target is to limit data loss to no more than 30 minutes, with backups stored offsite and processes in place to minimize customer data loss.

- Regular testing of recovery procedures should be conducted to ensure preparedness.
 - **NEOGOV Response:** Yes, regular testing of recovery procedures is indeed conducted to ensure preparedness. These tests are crucial for ensuring that the backup data is not only complete but also viable for restoration. Restore tests help confirm that operational functionality can be recovered effectively and within acceptable recovery time objectives. The disaster recovery plan is tested annually. Tests are conducted at least annually, involving parallel relocation of operations across IT, DevOps, and QA teams to ensure site functionality during and after the test.

16. Custom Workflows:

- Allow for the creation of customized workflows for approvals, reporting, and notifications tailored to the City's operations.
 - **NEOGOV Response:** NEOGOV offers highly configurable workflows to tailor approvals, reporting, and notifications to your City's specific operations. These workflows can automate email alerts to employees and HR users for task due dates and completions. They also manage approvers for official reviews and changes. Workflow tasks are tracked on the Unified Dashboard, with automated notifications for approaching or past due dates. Upon workflow completion, an email notification can be automatically sent to the initiator. Examples include requisition and offer approvals, performance evaluation approvals, and tasks related to onboarding and form completion.

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:	REQUEST FOR PROPOSALS (RFP) FOR HUMAN RESOURCE (HRIS)/ PAYROLL SOFTWARE (Procurement Reference #2490)
Name of Respondent:	Nicholas Kromer, Vice President of Revenue Operations, NEOGOV
Company:	Governmentjobs.com, Inc. dba NEOGOV
Mailing Address:	2120 Park Place, Ste 100
City, State, Zip:	El Segundo, CA 90245
Phone Number:	(310) 971-9588
Company Contact Email Address:	bids@neogov.net
Texas Vendor ID Number:	
EIN/Federal Tax Identification Number:	33-0888748

ACKNOWLEDGEMENT OF ADDENDA

ADDENDUM NO.	DATE ISSUED
1	01/22/2025

☐ 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:	Nicholas Kromer
AUTHORIZED SIGNATURE:	Signed by: 
TITLE OF AUTHORIZED AGENT:	997C117969344AF... Vice President of Revenue Operations, NEOGOV
DATE OF SIGNATURE:	1/23/2025 5:26:44 PM PST

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	NEOGOV Bundle <i>*tiered pricing, details can be found on attachment*</i> (Year 1)	-	200 Employees	\$74,090.05	-
2	One Time Setup/Implementation Cost (Year 1)	-	-	\$87,527.00	-
3	NEOGOV Bundle (Year 2)	-	200 Employees	\$91,612.65	-
4	NEOGOV Bundle (Year 3)	-	200 Employees	\$125,407.30	-
5	<i>** please see attached order form (Attachment B1) for more details and option additions such as Candidate Text Messaging, Governmentjobs.com, Physical Timeclocks, etc. **</i>				
TOTAL FIRM FIXED PRICE -					\$378,637.00
6	DELIVERY – Number of calendar days for delivery after receipt of the order:			1 calendar days	
Name of Firm:		Governmentjobs.com, Inc. dba NEOGOV			
RFP #:		2490			
RFP Name:		Human Resource (HRIS)/ Payroll Software			

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:	Nicholas Kromer
TITLE OF AUTHORIZED AGENT:	Vice President of Revenue Operations
DATE OF SIGNATURE:	1/23/2025 5:26:44 PM PST

Attachment B1: Pricing Details



t: 800.749.5104
2120 Park Pl. Suite 100
El Segundo, CA 90245



THIS IS NOT AN INVOICE

Contract Records		Order Details	
Account Number:	A-649335	Order #:	Q-345676
Customer:	La Marque, City of (TX)	Valid Until:	4/21/2025
Effective Employee Count:	200	Start Date:	Last signature date
Sales Rep:	Sydney Carter		
Customer Contact		Shipping Contact	
Billing Contact:	La Marque, City of (TX)	Shipping Contact :	La Marque, City of (TX) Mikala Halbrook
Billing Address:	1111 Bayou Rd La Marque, TX 77568	Shipping Address:	1111 Bayou Rd La Marque, TX 77568
Billing Contact Email:		Shipping Contact Email:	m.halbrook@cityoflamarque.org
Billing Phone:		Shipping Phone:	4099389211
Payment Terms		Notes:	
Payment Term:	Net 30		
PO Number:			
Subscription Service			

Year 1

40% off Annual Subscriptions, 50% off Set up Fees

Item	Type	Term (Months)	License Type	Total (USD)
Onboard Subscription	Recurring	12	Employee Based	\$4,981.80
Onboard Setup	Services	12	Employee Based	\$1,980.00
eForms Subscription	Recurring	12	Employee Based	\$6,778.20
eForms Setup	Services	12	Employee Based	\$1,980.00
Insight Subscription	Recurring	12	Employee Based	\$5,693.40
Insight Setup	Services	12	Employee Based	\$3,300.00
Perform Subscription	Recurring	12	Employee Based	\$8,540.40
Perform Setup	Services	12	Employee Based	\$3,300.00
Benefits Subscription	Recurring	12	Employee Based	\$5,714.15
Benefits Setup	Services	12	Employee Based	\$9,516.00
Core HR Subscription	Recurring	12	Employee Based	\$7,532.85
Core HR Setup	Services	12	Employee Based	\$7,500.00
Payroll Subscription	Recurring	12	Employee Based	\$13,846.70
Payroll Setup	Services	12	Employee Based	\$10,092.00
Payroll Services Subscription	Recurring	12	Employee Based	\$6,220.00
Payroll Services Setup	Services	12	Employee Based	\$9,516.00
Time & Attendance Subscription	Recurring	12	Employee Based	\$12,857.65
Time & Attendance Setup	Services	12	Employee Based	\$10,092.00

Item	Type	Term (Months)	License Type	Total (USD)
CMI Time Clock	Services	12	Quantity Based	\$30,251.00
Candidate Text Messaging Subscription	Recurring	12	Employee Based	\$664.30
Candidate Text Messaging Setup	Setup	12	Employee Based	\$0.00
Governmentjobs.com Subscription	Recurring	12	Employee Based	\$1,260.60
Governmentjobs.com Setup	Setup	12	Employee Based	\$0.00
Year 1 TOTAL:				\$161,617.05

Year 2

20% off Year 2 Annual Subscriptions

Item	Type	Term (Months)	License Type	Total (USD)
Onboard Subscription	Recurring	12	Employee Based	\$7,057.55
eForms Subscription	Recurring	12	Employee Based	\$9,602.45
Insight Subscription	Recurring	12	Employee Based	\$8,065.65
Perform Subscription	Recurring	12	Employee Based	\$12,098.90
Benefits Subscription	Recurring	12	Employee Based	\$7,911.90
Core HR Subscription	Recurring	12	Employee Based	\$9,271.20
Payroll Subscription	Recurring	12	Employee Based	\$13,540.00
Payroll Services Subscription	Recurring	12	Employee Based	\$7,780.00
Time & Attendance Subscription	Recurring	12	Employee Based	\$13,540.00
Candidate Text Messaging Subscription	Recurring	12	Employee Based	\$854.10
Governmentjobs.com Subscription	Recurring	12	Employee Based	\$1,890.90
Year 2 TOTAL:				\$91,612.65

Year 3

Item	Type	Term (Months)	License Type	Total (USD)
Onboard Subscription	Recurring	12	Employee Based	\$9,133.30
eForms Subscription	Recurring	12	Employee Based	\$12,426.70
Insight Subscription	Recurring	12	Employee Based	\$10,437.90
Perform Subscription	Recurring	12	Employee Based	\$15,657.40
Benefits Subscription	Recurring	12	Employee Based	\$15,684.00
Core HR Subscription	Recurring	12	Employee Based	\$15,903.00
Payroll Subscription	Recurring	12	Employee Based	\$16,540.00

Item	Type	Term (Months)	License Type	Total (USD)
Payroll Services Subscription	Recurring	12	Employee Based	\$9,730.00
Time & Attendance Subscription	Recurring	12	Employee Based	\$16,540.00
Candidate Text Messaging Subscription	Recurring	12	Employee Based	\$1,043.90
Governmentjobs.com Subscription	Recurring	12	Employee Based	\$2,311.10
Year 3 TOTAL:				\$125,407.30
Total:				\$378,637.00

This price does NOT include any sales tax. Total in USD

Additional Terms and Conditions

License Terms: Enterprise license denotes that Customer has purchased an enterprise wide license up to the employee count specified above. User based license denotes that Customer has purchased the number of licenses set forth in the quantity column. Item count denotes the number of items that Customer has licensed as set forth in the quantity column.

Payment Terms: All invoices issued hereunder are **due upon the invoice due date**. If the Order is for a period longer than one year, the fees for the first period shown shall be invoiced immediately and the fees for future years/periods shall be invoiced annually in advance of each 12 month period shown on the Order, but regardless of the billing cycle, Customer is responsible for the fees for the entire Order. The fees set forth in this Service Order are exclusive of all applicable taxes, levies, or duties imposed by taxing authorities and Customer shall be responsible for payment of any such applicable taxes, levies, or duties. All payment obligations are non-cancellable, and all fees paid are non-refundable. Payment for services ordered hereunder shall be made to Governmentjobs.com, Inc., (D/B/A NEOGOV).

Terms & Conditions: This Order Form creates a legally binding contract on the parties. Unless otherwise agreed in a written agreement between GovernmentJobs.com, Inc. (D/B/A/ NEOGOV), parent company of PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, "**NEOGOV**") and Customer, this Order Form and the services to be furnished pursuant to this Order Form are subject to the terms and conditions set forth here: <https://www.neogov.com/service-specifications>. The Effective Date (as defined in the terms and conditions) shall be the Subscription Start Date.

Special Condition:

If this Order Form is executed and/or returned to NEOGOV by the Customer after the Subscription Start Date stated in this Order Form, NEOGOV may adjust the Subscription Start Date and the corresponding Subscription End Date, without increasing the total fees, based on the date NEOGOV activates the subscription, provided the total length of the subscription term does not change. Following activation, any adjustments to such Subscription Start Date and Subscription End Date may be confirmed by reference to the invoice sent by NEOGOV.

Your signature below constitutes acceptance of terms herein and contractual commitment to purchase the items listed above.

Accepted and Agreed By Authorized Representative of:
La Marque, City of (TX)

Signature: _____

Printed Name: _____

Title: _____

Date _____

THE INFORMATION AND PRICING CONTAINED IN THIS ORDER FORM IS STRICTLY CONFIDENTIAL.

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: Governmentjobs.com, Inc. dba NEOGOV			
STREET ADDRESS: 2120 Park Place, Ste 100			
CITY: El Segundo		STATE: CA	ZIP: 90245
CONTACT NAME: Nicholas Kromer			
CONTACT EMAIL: bids@neogov.net		CONTACT PHONE: (310) 971-9588	
*UEI #		**TIN #	33-0888748
*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: <i>“OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 CFR Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 CFR Part 180, subpart B) that the award is subject to 2 CFR Part 180 and Treasury’s implementing regulation at 31 CFR Part 19.”</i> 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: <i>“If a federal agency later determines that you failed to tell the [awarding agency] that you were excluded or disqualified at the time you entered into the covered transaction with that person/awarding agency, the agency may pursue any available remedies, including suspension and debarment.”</i>			
[INITIAL]	CERTIFICATION & SIGNATURE		
X	We hereby certify that we are not excluded, disqualified, or debarred from receiving federally funded awards.		
X	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. Signed by:  SIGNATURE Nicholas Kromer, Vice President of Revenue Operations 1/23/2025 5:26:44 PM PST			
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:	



GOVERNMENTJOBS.COM, INC.

Unique Entity ID V8GKWCWPJAQ3	CAGE / NCAGE 54HK9	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Aug 2, 2025	
Physical Address 2120 Park PL STE 100 El Segundo, California 90245-4741 United States	Mailing Address 2120 Park PL STE 100 El Segundo, California 90245-4741 United States	

Business Information

Doing Business as NEOGOV	Division Name (blank)	Division Number (blank)
Congressional District California 36	State / Country of Incorporation California / United States	URL http://www.neogov.com

Registration Dates

Activation Date Aug 6, 2024	Submission Date Aug 2, 2024	Initial Registration Date Jun 30, 2008
---------------------------------------	---------------------------------------	--

Entity Dates

Entity Start Date Jan 2, 2000	Fiscal Year End Close Date Dec 31
---	---

Immediate Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) receive both of the following: 1. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements and 2. \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

No

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Not Selected

Proceedings Questions

Is your business or organization, as represented by the Unique Entity ID on this entity registration, responding to a Federal procurement opportunity that contains the provision at FAR 52.209-7, subject to the clause in FAR 52.209-9 in a current Federal contract, or applying for a Federal grant opportunity which contains the award term and condition described in 2 C.F.R. 200 Appendix XII?

No

Does your business or organization, as represented by the Unique Entity ID on this specific SAM record, have current active Federal contracts and/or grants with total value (including any exercised/unexercised options) greater than \$10,000,000?

Not Selected

Within the last five years, had the business or organization (represented by the Unique Entity ID on this specific SAM record) and/or any of its principals, in connection with the award to or performance by the business or organization of a Federal contract or grant, been the subject of a Federal or State (1) criminal proceeding resulting in a conviction or other acknowledgment of fault; (2) civil proceeding resulting in a finding of fault with a monetary fine, penalty, reimbursement, restitution, and/or damages greater than \$5,000, or other acknowledgment of fault; and/or (3) administrative proceeding resulting in a finding of fault with either a monetary fine or penalty greater than \$5,000 or reimbursement, restitution, or damages greater than \$100,000, or other acknowledgment of fault?

Not Selected

Exclusion Summary

Active Exclusions Records?

No**SAM Search Authorization**

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes**Entity Types****Business Types**

Entity Structure

Corporate Entity (Not Tax Exempt)

Entity Type

Business or Organization

Organization Factors

(blank)

Profit Structure

For Profit Organization**Socio-Economic Types**

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments

No

Debt Subject To Offset

No

EFT Indicator

0000

CAGE Code

54HK9**Electronic Funds Transfer**

Account Type

Checking

Routing Number

*******99**

Lock Box Number

(blank)

Financial Institution

SVB, A DIV OF FIRST CITIZENS BANK

Account Number

*******48****Automated Clearing House**

Phone (U.S.)

3106645879

Email

accounting@neogov.com

Phone (non-U.S.)

(blank)

Fax

(blank)**Remittance Address****GovernmentJobs.com****2120 Park Place****STE 100****El Segundo, California 90245****United States****Taxpayer Information**

EIN

*******8748**

Type of Tax

Applicable Federal Tax

Taxpayer Name

GOVERNMENTJOBS.COM INC

Tax Year (Most Recent Tax Year)

2022

Name/Title of Individual Executing Consent

Director Of Accounting

TIN Consent Date

Aug 2, 2024

Address

2120 Park PL**El Segundo, California 90245**

Signature

Mike Burns**Points of Contact****Accounts Receivable POC****Mike Burns, Finance Director****billing@neogov.net**

Jan 24, 2025 07:27:46 PM GMT
<https://sam.gov/entity/V8GKWCWPJJAQ3/coreData?status=null>

3104266304

Electronic Business


Mike Burns, Finance Director
billing@neogov.net
3104266304

2120 Park Place
Suite 100
El Segundo, California 90245
United States

Government Business


Mike Burns, Finance Director
billing@neogov.net
3104266304

2120 Park Place
Suite 100
El Segundo, California 90245
United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	513210	Software Publishers
	541519	Other Computer Related Services
	611420	Computer Training

Size Metrics

IGT Size Metrics

Annual Revenue (from all IGTs)
(blank)

Worldwide

Annual Receipts (in accordance with 13 CFR 121)	Number of Employees (in accordance with 13 CFR 121)
\$99,344,000.00	650

Location

Annual Receipts (in accordance with 13 CFR 121)	Number of Employees (in accordance with 13 CFR 121)
\$99,344,000.00	650

Industry-Specific

Barrels Capacity (blank)	Megawatt Hours (blank)	Total Assets (blank)
-----------------------------	---------------------------	-------------------------

Electronic Data Interchange (EDI) Information

This entity did not enter the EDI information

Disaster Response

This entity does not appear in the disaster response registry.

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: Governmentjobs.com, Inc. dba NEOGOV

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:	Sacramento Housing and Redevelopment Agency
Company Address:	801 12th Street Sacramento, CA 95814
Contact Name/Title/Phone:	Tracy Knighton - Human Resources Manager - 916-440-1359
Contact Email:	tknighton@shra.org
Contract Award Date:	First Contract award date: 8/30/2007most recent award date: 10/31/22
Contract Completion Date:	Active
Contract Project Name:	NEOGOV Implementation
Brief Description of Services:	Applicant Tracking, Onboarding, Perform, eForms, Payroll, CoreHr, Time & Attendance, Benefits

REFERENCE 2:

Company Name:	Town of Northlake, TX
Company Address:	1400 FM 407 Northlake, TX 76247
Contact Name/Title/Phone:	Maila Lee Dumaup - HR Coordinator - (940) 242-5700
Contact Email:	mdumaup@town.northlake.tx.us
Contract Award Date:	8/22/22
Contract Completion Date:	Active
Contract Project Name:	NEOGOV & Northlake, City (TX)
Brief Description of Services:	Insight, Onboard, Eforms, Perform, CoreHR, Payroll, Time & Attendance, Benefits

REFERENCE 3:

Company Name:	Midland, City (TX)
Company Address:	PO Box 1152 Midland, TX 79702
Contact Name/Title/Phone:	Nicole Weaverling - Human Resources Manager - (432) 685-7245
Contact Email:	nweaverling@midlandtexas.gov
Contract Award Date:	First award date: 3/21/2012 - most recent award date: 10/23/2024
Contract Completion Date:	Active
Contract Project Name:	NEOGOV Implementation
Brief Description of Services:	Insight, Onboard, eForms, Perform, Learn, Attract, CoreHR, Payroll, Benefits, Time & Attendance

REFERENCE 4:

Company Name:	DeSoto, City of (TX)
Company Address:	211 E Pleasant Run Rd, DeSoto, TX 75115
Contact Name/Title/Phone:	Denae Greenly - Assistant Director of HR - (972) 230-9602
Contact Email:	dgreenly@desototexas.gov
Contract Award Date:	First award date: 10/17/2011 - most recent award date: 5/4/2023
Contract Completion Date:	Active
Contract Project Name:	NEOGOV Implementation
Brief Description of Services:	Insight, Onboard, eForms, Learn, Perform, Governmentjobs.com

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.

NEOGOV Response: Please see attached Certificate of Insurance provided in the Section "Attachment E" (directly after this page).

Initial

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.

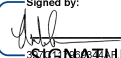
I further acknowledge that it is a breach of ethics for any employee of City of La Marque or a vendor doing business with the City of La Marque to participate directly or indirectly in a procurement when the employee or vendor knows that:

- 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 the City of La Marque and agree to comply with them in all business dealings with the City of La Marque.

Signed by:


SIGNATURE, VENDOR AUTHORIZED REPRESENTATIVE

Nicholas Kromer, Vice President of Revenue Operations

PRINTED NAME, TITLE

Governmentjobs.com, Inc. dba NEOGOV

COMPANY

1/23/2025 | 5:26:44 PM PST

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 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.

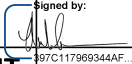
ATTACHMENT I: DISCLOSURE OF LOBBYING ACTIVITIES
SF-LLL CERTIFICATION REGARDING LOBBYING
(TO BE SUBMITTED WITH EACH BID OR OFFER EXCEEDING \$100,000)

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, Governmentjobs.com, Inc. dba NEOGOV (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	Signed by: 
NAME OF AUTHORIZED AGENT	307C117969344AF... Nicholas Kromer
TITLE OF AUTHORIZED AGENT	Vice President of Revenue Operations, NEOGOV
DATE	1/23/2025 5:26:44 PM PST

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)

NEOGOV Response: In good faith, we will complete this certificate upon award.

Initial
N

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 Must file online at www.ethics.state.tx.us/File																			
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.																					
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.																					
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.																					
4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable) <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;">Controlling</th> <th style="width: 50%;">Intermediary</th> </tr> </thead> <tbody> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> </tbody> </table>		Controlling	Intermediary																
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 Governmentjobs.com, Inc. dba NEOGOV (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 El Segundo, CA (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.

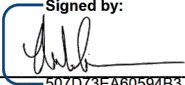
SIGNATURE	Signed by: 
NAME OF AUTHORIZED AGENT	397C117969344AF... Nicholas Kromer
TITLE OF AUTHORIZED AGENT	Vice President of Revenue Operations, NEOGOV
DATE	1/23/2025 5:26:44 PM PST

ATTACHMENT L: NON-COLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT

STATE OF TEXAS FL §
§
COUNTY OF Orange §

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.

Signed by:
Signature:  507D73EA60594B3...
Printed Name: Nick Kromer
Title: Vice President of Revenue Operations
Company: Governmentjobs.com, Inc dba NEOGOV
Date: 1/24/2025

SUBSCRIBED and sworn to before me the undersigned authority by Denise Marlowe on the 24 day of January, 2025 on behalf of said bidder.

DENISE MARLOWE
NOTARY PUBLIC
STATE OF FLORIDA
Commission #HH298738
My Commission Expires 9/18/2026
ONLINE NOTARY

DocuSigned by:

039F89A19D8545C...
Notary Public in and for the
State of Texas
My commission expires: 09/18/2026

Addendum #1
1/22/25
RFP LM 25-02 / 2490
Human Resource (HRIS) / Payroll Software

On page 38 of the RFP relating to ARPA Terms, Conditions, Section 2 provides a Period of Performance ending on December 31, 2026. It further provides that Recipients may use the awards funds for eligible costs incurred between March 3, 2021, and December 31, 2024. We intend to offer a subscription SaaS with a five-year subscription term beginning on the effective date of the subscription order form. Will this RFP requirement be updated to reflect usage of funds for future dates and a period of performance based upon the mutually negotiated subscription duration?

Regarding the use of ARPA funds for subscription-based services under the terms and conditions outlined in Section 2 of the RFP.

The current RFP guidelines specify that recipients may use ARPA funds for eligible costs incurred between **March 3, 2021, and December 31, 2024**, with a **period of performance ending December 31, 2026**. As written, the guidelines do not accommodate costs incurred beyond December 31, 2024, even if services extend within the performance period.

However, the City of La Marque recognizes the need for flexibility in supporting subscription-based services, such as SaaS solutions, which may require multi-year commitments. To that end:

1. **Eligibility of Funds:** The funds may be used for upfront payment of subscription services, provided the payment is incurred within the eligibility window and is tied to program outcomes achieved during the performance period.
2. **Contract Adjustments:** Proposers are encouraged to outline pricing structures and subscription terms that align with the December 31, 2024, deadline for incurring costs, ensuring compliance with ARPA regulations.
3. **Potential Updates:** While there is no indication of immediate changes to the RFP terms, the City is prepared to review and consider exceptions or amendments on a case-by-case basis if necessary to meet programmatic goals and align with federal guidelines. We invite you to submit your proposal with a clear breakdown of the proposed subscription costs and timelines, demonstrating how the eligible funding period and performance objectives are addressed.

Addendum #1
1/22/25
RFP LM 25-02 / 2490
Human Resource (HRIS) / Payroll Software

How many separate collective bargaining agreements/unions do you have?

The city currently has two collective bargaining agreements/unions: one with the Police Department and one with the Fire Department.

Is all end-user training required to be conducted onsite, or would you like to have a hybrid including some virtual instructor-led training and/or pre-recorded videos?

Hybrid is preferred over pre-recorded self-led videos. The hope is that there will be onsite support for department heads.

Is the Entity willing to accept a bid for the Applicant Tracking and Electronic Onboarding components of the HRIS? Our system can be purchased independently and is capable of auto-sending new-hire data to any HRIS downstream endpoints.

Yes, the city is open to accepting a bid for an Applicant Tracking and Electronic Onboarding system. However, the city seeks a unified system that encompasses all necessary services.

If yes to the above question, on average, how many concurrently-posted jobs does the Entity have at any given time?

The city typically has between 3 to 10 job postings available at any given time, depending on current openings.

Is there a seasonal increase in the number of job postings throughout the year? If so, how many job postings are added to your average count, and for how many months does this occur?

The only time there is a notable rise in postings is for summer internships.

How many background checks do you perform on an annual basis?

Each year, the city conducts a Motor Vehicle Record (MVR) check for all employees, currently totaling 188. Additionally, background checks are performed for all new hires.

On average, how many new hires does the Entity make annually?

We hire 15 interns each season. We experience an annual turnover of about 20 employees.

Addendum #1
1/22/25
RFP LM 25-02 / 2490
Human Resource (HRIS) / Payroll Software

On average, how many onboarding forms make up a typical onboarding package? Of that number, how many of those forms require an electronic signature?

For onboarding, 33 base forms are required depending on the position. Out of these, 23 forms require a signature.

How many HR users will register in the ATS/Onboarding system?

The number of HR users classified as administrators would be between five and seven.

How many non-HTR users will register in the ATS/Onboarding system?

There will be approximately 20 non-administrative roles.

Given the complex nature of this proposal, we recommend giving vendors the time to respond adequately. Would the city consider a two-week extension for proposal submission?

At this time, the city **will not** be issuing an extension of the due date, which is January 29, 2025.

Would the city be willing to share the budget allotted for this HRIS/Payroll project?

The City approved a Memorandum of Understanding (MOU) in December to allocate funds from the American Rescue Plan Act (ARPA). A total of \$1,395,937.42 has been designated for finance, human resources information systems (HRIS) and payroll, as well as budgeting. It's important to note that this amount is not a one-time fee; rather, it is to encompass the service fees over multiple years.

What is the City of La Marque's legacy system?

The city currently uses ApplicantPro for applicant tracking, a system that has been adopted within the last year. Before switching to ApplicantPro, the city relied on an internal system within its website. The city is currently using STW for payroll processing, but this system will soon be retired.

Addendum #1
1/22/25
RFP LM 25-02 / 2490
Human Resource (HRIS) / Payroll Software

Do you have an anticipated go-live date?

The city would like to move forward as soon as possible, ideally in conjunction with our finance software's go live.

On Pages 4 and 5 - Response Requirements – Delivery of Response Proposal, the RFP states, “For Electronic Delivery, the vendor may electronically submit to the below link, please fill in all information requested and upload final documents.” However, on Page 42, Exhibit C – Other Relevant Information/Special Conditions – 1. Submission Requirements: the RFP states, “One (1) original and three (3) copies must be included with this bid.”

Please clarify the submittal format required for this RFP response. Do both electronic and hard-copy responses need to be included in this evaluation? Or is an electronic submission only acceptable?

Electronic submissions will be accepted as well as hard copies. You only need to submit your responses either electronically or physically; it is not necessary to submit both.

What is the city's timeline for implementation and going live with the new system?

As soon as possible. We would like to run this alongside our finance software go-live.

When referring to the delivery schedule, since this is a software implementation, does that stipulate when implementation needs to begin or be finished? Can you please provide more details regarding the software implementation timeline/ expectations regarding the timeline of implementation?

The software implementation timeline is flexible, but the project must be completed by the end of the year. This includes all phases: planning, development, testing, deployment, and training.

Although the start date may vary, it is crucial to allocate enough time for each phase. Please provide a proposed timeline to ensure successful delivery within this deadline. If you need further details for clarity, let us know.

Addendum #1
1/22/25
RFP LM 25-02 / 2490
Human Resource (HRIS) / Payroll Software

How is the definition of delivery time different from the definition of implementation time?

The terms delivery time and implementation time differ in their focus within project delivery:

1. Delivery Time:

Definition: The time taken to provide a product or service to the customer after an order or contract.

Focus: Concerns the coordination of delivering initial components, such as installation or access.

Example: Sending login credentials for a SaaS subscription within 48 hours of contract signing.

2. Implementation Time:

Definition: The time needed to integrate and deploy the product or service, so it functions as intended.

Focus: Involves configuration, training, data migration, and testing for full operation.

Example: Configuring a SaaS platform and training users over a 6-week period.

In summary, delivery time refers to when the product is provided, while implementation time focuses on making it operational.

How many Full-time, Part-time, seasonal/temporary employees does La Marque have?

The city currently employs a total of 188 individuals. During the summer, there are 15 positions available for seasonal employees and interns.

Can you please confirm that we can submit electronically through the [Bidsubmit.cityoflamarque.org](https://bidsubmit.cityoflamarque.org) website? Or do we need to submit 1 original and 3 copies physically?

Electronic submissions will be accepted as well as hard copies. You only need to submit your responses either electronically or physically; it is not necessary to submit both.

HRIS/Payroll System	Mikala	Deborah	Shirley	Total
ADP	35	60	60	51.7
Governmentjobs.com DBA NeoGov	100	98	100	99.3
KeldairHR	50	30	20	33.3
Lanteria	55	80	90	75
People Guru	88	90	95	91
Precision Task Force DBA WorkDay	70	80	100	83.3
Vertosoft	90	97	100	95.7

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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
CERTIFICATION OF FILING****1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Governmentjobs.com Inc. dba NEOGOV
El Segundo, CA United States

Certificate Number:
2025-1266115

Date Filed:
02/06/2025

Date Acknowledged:
02/06/2025

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of La Marque

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.

2490
Human Resource (HRIS)/Payroll Software

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Governmentjobs.com, Inc. dba NEOGOV	El Segundo, CA United States	X	

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)



CITY COUNCIL AGENDA FORM

Meeting Date: March 24, 2025

Prepared by: Shannon Breaux

Department: Public Works

Agenda Item: 8.V.

Reviewed by: _____

AGENDA ITEM DESCRIPTION:

Change Order No. 3 for the Westwood Subdivision Pavement & Drainage Improvements project, submitted by Adico, LLC, in the amount of \$27,939.97 - *Public Works*

STAFF BRIEFING:

Project Overview: The Westwood Subdivision Pavement & Drainage Improvements project is an ongoing infrastructure enhancement initiative.

Change Order Details:

- Replacement of 121.5 linear feet of damaged curb.
- Removal and replacement of 190 square yards of failed pavement.
- Stormwater pollution prevention, including sodding and filter fabric fence installation.
- Traffic control measures for pavement replacement.

Justification: The repairs are necessary to prevent further deterioration, which would lead to increased costs if left unaddressed. Addressing curb and pavement failures concurrently ensures long-term durability and cost efficiency.

Recommendation: Public Works staff and Adico, LLC recommend approval of Change Order No. 3

HISTORY:

- The original contract for the project was awarded at \$256,145.00.
- Previous change orders increased the contract by \$36,150.00.
- Change Order No. 3 adds \$27,939.97, bringing the total contract amount to \$320,234.97.
- The contractor, JBDEE Construction LLC, has reviewed and agreed to the proposed changes.

FISCAL IMPACT:

An increase of \$27,939.97 to the existing contract, bringing the total project cost to \$320,234.97.

March 10, 2025

Mr. Shannon Breaux
Public Works Director
City of La Marque
4916 Texas Avenue, Suite C
La Marque, TX 77568

RE: Westwood Subdivision Pavement & Drainage Improvements – Change Order No. 3
Adico Job No. 23100-04

Mr. Breaux:

Adico, LLC submits Change Order No. 3 in the amount of \$27,939.97 for the subject project for your review and approval.

This Change Order is related to the cost associated with the repair of 121.5 linear feet of damaged curb throughout the Westwood subdivision. Additionally, this change order includes 190 SY of concrete repair. The concrete failure area is in the same location where the curb is recommended to be replaced, overtime deterioration can lead to more costly repairs if left unaddressed. We recommend addressing both issues simultaneously to ensure long-lasting and uniform repair.

We have reviewed the Contractor's Change Order and recommend approval.

Should you have any questions or require any additional information, please contact me at 515-306-8922.

Sincerely,
Adico, LLC



Samir Michael, P.E.
TBPE Firm No. 16423

CHANGE ORDER NO.3

DATE OF ISSUANCE: 3/10/2025
PROJECT: Westwood Subdivision Pavement & Drainage Improvements
OWNER: City of La Marque
CONTRACTOR: JBDEE Construction LLC
ADICO JOB NO.: 23100-04

DESCRIPTION OF CHANGES:

Item No.	Description	Unit	Qty.	Unit Price	Total
Added Items:					
1	Curb Replacement:				
	Replace Curb Adjacent to Property #641 and #643 Westwood Circle	LF	121.5	\$ 35.00	\$ 4,252.50
2	Pavement Repair:				
	Remove & Replace Failed Pavement Area 1 - Adjacent to Property #641 Westwood Circle (60' x 14.2')	SY	94.7	\$110.00	\$ 10,413.33
	Remove & Replace Failed Pavement Area 2 - Between Property #641 and #643 Westwood Circle (60' x 14.2')	SY	94.7	\$110.00	\$ 10,413.33
3	Storm Water Pollution Prevention:				
	Replace Sodding after Curb Replacement	SF	192	\$ 2.40	\$ 460.80
	Filter Fabric Fence	LF	100	\$ 4.00	\$ 400.00
4	Traffic Control:				
	Traffic Control for Pavement Replacement at 641 and 643 Westwood Circle	MONTHS	0.5	\$ 4,000.00	\$ 2,000.00

SUBTOTAL ADDED ITEMS **\$ 27,939.97**

NET INCREASE (DECREASE) **\$ 27,939.97**

CHANGE IN CONTRACT PRICE SUMMARY:

Original Contract Amount:	\$ 256,145.00
Net Increase (decrease) from previous change order(s):	\$ 36,150.00
Net Increase (decrease) from this change order:	\$ 27,939.97
Revised Contract Amount:	\$ 320,234.97

RECOMMENDED BY:

Adico, LLC

By: _____

Name: **SAMIR MICHAEL**

Date: **3/10/2025**

APPROVED BY:

City fo La Marque

By: _____

Name: _____

Date: _____

ACCEPTED BY:

JBDEE Construction LLC

By: _____

Name: **Jerry Dee**

Date: **03/10/2025**



CITY COUNCIL AGENDA FORM

Meeting Date: March 24, 2025

Agenda Item: 8.VI.

Prepared by: _____

Reviewed by: _____

Department: Administration

AGENDA ITEM DESCRIPTION:

Scheduling a mid-year financial retreat in preparation for the 2025 Budget Amendment -
Administration

STAFF BRIEFING:

As we near the 6-month mark of the 2024-2025 Fiscal Year, the staff recommend hosting a financial retreat for the council to discuss the city's current financial status.

HISTORY:

10.01.2024- Fiscal year began

FISCAL IMPACT:

n/a

GrantWorks

City of La Marque

ARPA STATUS REPORT

Prepared by:

Linda Miller

linda.miller@grantworks.net

March 11, 2025



City of La Marque: ARPA STATUS REPORT

This Status Report is presented by the GrantWorks ARPA project management team to provide routine updates.

FINANCIAL SUMMARY			
Category	Dollars	Percent Complete	Comments
Total Allocation	\$4,299,886.03		
Match/Local Funds			
Total Estimated Budget	\$4,299,886.03		
Remaining Amount to Budget	\$0.00	100%	
Total Obligations	\$4,299,886.03		
Remaining Amount to Obligate	\$0.00	100%	
Total Expenditures	\$95,717.00		
Remaining Amount to Expend	\$4,204,169.03	2%	21 Months Remaining Until the Expenditure Deadline of 12/31/2026.

Estimated Expenditure Threshold Date	
25%	06/30/2025
50%	12/31/2025
75%	06/30/2026
100%	12/31/2026



City of La Marque: ARPA STATUS REPORT

ARPA SELECTED PROJECTS

Contract No.: ARP-TX-21-163

Type: NEU (Funds from TDEM)

Total Allocation being Managed: \$4,299,886.03

Reports Required: Annually

Remaining Amount to Budget: \$0.00

Project ID	Project Type - Project Delivery - Project Title	Description (50 - 250 Words)	Expense Class - Expenditure Category	Identified Risks	Estimated Budget	Total Obligations	Remaining Amount to Obligate	Total Expenditures	Remaining Amount to Expend	Estimated Completion Date
Decision to Proceed: Yes										
2201	ARPA Recipient - Professional Services - Administrative Services	General Administrative services for the management and oversight of ARPA funded Programs and projects. Services provided by consultants, contractors and/or staff and may include public notices, accounting and audit support, disbursement of funds, monitoring, reporting, or any other general administrative or grant management services. Development of internal policies and procedures that are compliant with ARPA guidelines which may include procurement, financial management, labor monitoring, oversight of subrecipient awards, etc...	6. Revenue Replacement - 6.01 Provision of Government Services	Non-compliance with applicable portions of Uniform Guidance 2 CFR 200	\$213,500.00	\$213,500.00	\$0.00	\$66,185.00	\$147,315.00	12-31-2026
2223	ARPA Recipient - Equipment or Informal Purchase (only) - Financial Software Replacement	Financial Software Replacement: The City of La Marque will use ARPA funds to purchase Financial Software Replacement for the Finance Department. The current software that the City of La Marque utilizes may be unavailable by 2026. New software is needed to replace obsolete software and continue to operate in multiple departments (i.e. Human Resources, Utility Billing, and Finance). It takes 12 (twelve) - 18 (eighteen) months to implement new software.	6. Revenue Replacement - 6.01 Provision of Government Services	Non-compliance with applicable portions of Uniform Guidance 2 CFR 200	\$721,180.83	\$721,180.83	\$0.00	\$0.00	\$721,180.83	12-31-2026
2232	ARPA Recipient - Equipment or Informal Purchase (only) - Mini-Excavator	Mini-Excavators: The City of La Marque is using ARPA funds to purchase two Mini-Excavators and two trailers for the Public Works Department. These pieces of equipment would assist in both the water line replacement efforts as well as drainage	6. Revenue Replacement - 6.01 Provision of Government Services	Non-compliance with applicable portions of Uniform Guidance 2 CFR 200	\$56,935.92	\$56,935.92	\$0.00	\$0.00	\$56,935.92	12-31-2026



City of La Marque: ARPA STATUS REPORT

Project ID	Project Type - Project Delivery - Project Title	Description (50 - 250 Words)	Expense Class - Expenditure Category	Identified Risks	Estimated Budget	Total Obligations	Remaining Amount to Obligate	Total Expenditures	Remaining Amount to Expend	Estimated Completion Date
		assistance. With the ARPA Final Rule, this category allows for ARPA expenditure eligibility for equipment for the City of La Marque's Public Works Department.								
2236	ARPA Recipient - Construction - Street Repair	Street Repair: This ARPA project consists of the repair and maintenance of Jefferson Street, Cedar Road, and Lake Road in the City of La Marque. And if funding allows also the streets Duroux and McKinney. Could include resurfacing or reconstruction of streets with the use of chip seal, paving, overlay, inlay of asphalt, and the replacement of concrete. Safe and accessible roadways are essential for the well-being of residents of the City of La Marque. Properly maintained roads reduce accidents, lower vehicle damage, and ensure that all community members can navigate their surroundings comfortably. Street Repair is an investment in transportation infrastructure with the ARPA Funds. Lucas Construction's Bid Amount = \$881,097.85 Available ARPA Funds = \$457,589.92 To be paid from General Funds = \$423,507.93	6. Revenue Replacement - 6.01 Provision of Government Services	Non-compliance with applicable portions of Uniform Guidance 2 CFR 200	\$457,589.92	\$457,589.92	\$0.00	\$0.00	\$457,589.92	12-31-2026
2241	ARPA Recipient - Equipment or Informal Purchase (only) - Bunker Gear for the Fire Department	Bunker Gear for the Fire Department: The City of La Marque will use ARPA funds to purchase Bunker Gear for the Fire Department. Bunker gear consists of a combination of a jacket or coat, trousers, gloves, boots, hood, helmet and a self-contained breathing apparatus. While these elements work together, each piece serves a different purpose and is made from different materials. This Bunker Gear will help the City of La Marque's Fire Department with their daily job functions.	6. Revenue Replacement - 6.01 Provision of Government Services	Non-compliance with applicable portions of Uniform Guidance 2 CFR 200	\$52,246.00	\$52,246.00	\$0.00	\$0.00	\$52,246.00	12-31-2026
2244	ARPA Recipient - Equipment or Informal Purchase	Thermal Imagers: The City of La Marque will use ARPA funds to purchase Thermal Imagers for the Fire Department. A type of camera that can help render infrared	6. Revenue Replacement - 6.01 Provision of	Non-compliance with applicable portions of	\$29,532.00	\$29,532.00	\$0.00	\$29,532.00	\$0.00	12-31-2026



City of La Marque: ARPA STATUS REPORT

Project ID	Project Type - Project Delivery - Project Title	Description (50 - 250 Words)	Expense Class - Expenditure Category	Identified Risks	Estimated Budget	Total Obligations	Remaining Amount to Obligate	Total Expenditures	Remaining Amount to Expend	Estimated Completion Date
	(only) - Thermal Imagers	radiation as visible light, allowing firefighters to see areas of heat through smoke, darkness, or heat-permeable barriers. This new camera equipment will allow the City of La Marque's firefighters to be more efficient and effective in their jobs.	Government Services	Uniform Guidance 2 CFR 200						
2246	ARPA Recipient - Equipment or Informal Purchase (only) - Fire/EMS Stretchers	Fire/EMS Stretchers: The City of La Marque will use ARPA funds to purchase Fire/EMS Stretchers for the Fire Department. With the new ambulance remounts then, new stretchers are also needed. This would replace one hydraulic stretcher. These new stretchers are needed to ensure a proper standard of care. This new equipment will allow the City of La Marque's Fire/EMS to be more efficient and effective in their jobs.	6. Revenue Replacement - 6.01 Provision of Government Services	Non-compliance with applicable portions of Uniform Guidance 2 CFR 200	\$132,281.51	\$132,281.51	\$0.00	\$0.00	\$132,281.51	12-31-2026
2247	ARPA Recipient - Equipment or Informal Purchase (only) - Air Bottles for the Fire Department	Air Bottles for the Fire Department: The City of La Marque will use ARPA funds to purchase Air Bottles for the Fire Department. Air Bottles are needed because of the toxic smoke in a burning building, firefighters wear breathing air packs called self-contained breathing apparatus (SCBA), similar to divers' SCUBA tanks. The SCBA air packs are also used at hazardous material incidents to protect them from hazardous atmospheres. These Air Bottles will help the City of La Marque's Fire Department with their daily job functions.	6. Revenue Replacement - 6.01 Provision of Government Services	Non-compliance with applicable portions of Uniform Guidance 2 CFR 200	\$14,756.00	\$14,756.00	\$0.00	\$0.00	\$14,756.00	12-31-2026
2248	ARPA Recipient - Equipment or Informal Purchase (only) - Automated External Defibrillators (AED's)	Automated External Defibrillators (AED's): The City of La Marque will use ARPA funds to purchase Automated External Defibrillators (AED's) for the Fire Department. An AED is a medical device designed to analyze the heart rhythm and deliver an electric shock to victims of ventricular fibrillation to restore the heart rhythm to normal. These lifesaving AED's will aid the City of La Marque's Fire Department with their daily job functions.	6. Revenue Replacement - 6.01 Provision of Government Services	Non-compliance with applicable portions of Uniform Guidance 2 CFR 200	\$25,745.00	\$25,745.00	\$0.00	\$0.00	\$25,745.00	12-31-2026
2250	ARPA Recipient - Equipment or Informal Purchase	Lifepaks for the Fire Department: The City of La Marque will use ARPA funds to purchase Lifepaks for the Fire Department. Lifepak	6. Revenue Replacement - 6.01 Provision of	Non-compliance with applicable portions of	\$66,367.22	\$66,367.22	\$0.00	\$0.00	\$66,367.22	12-31-2026



City of La Marque: ARPA STATUS REPORT

Project ID	Project Type - Project Delivery - Project Title	Description (50 - 250 Words)	Expense Class - Expenditure Category	Identified Risks	Estimated Budget	Total Obligations	Remaining Amount to Obligate	Total Expenditures	Remaining Amount to Expend	Estimated Completion Date
	(only) - Lifepaks for the Fire Department	First Responder Package may include: Two Sets of Adult Electrode Pads, One Set of Infant/Child Pediatric Electrodes, Rugged Hard Sided Carrying Case and First Responder's Kit along with Owner's Manual and Instructional DVD. These Lifepaks will help the City of La Marque's Fire Department with their daily job functions.	Government Services	Uniform Guidance 2 CFR 200						
2251	ARPA Recipient - Equipment or Informal Purchase (only) - Ambulance Remounts	Ambulance Remounts: The City of La Marque will use ARPA funds to purchase an Ambulance Remount for the Fire Department. An ambulance remount involves removing the existing ambulance module or box from an existing chassis and remounting it onto a new chassis. It extends the life of the ambulance, saving time and money and helps avoid a costly new vehicle purchase. These new ambulance remounts will replace old chassis whose maintenance and upkeep has been costing the City of La Marque.	6. Revenue Replacement - 6.01 Provision of Government Services	Non-compliance with applicable portions of Uniform Guidance 2 CFR 200	\$227,100.00	\$227,100.00	\$0.00	\$0.00	\$227,100.00	12-31-2026
2252	ARPA Recipient - Equipment or Informal Purchase (only) - Rescue Tools Equipment and Supplies (aka Jaw of Life)	Rescue Tools Equipment and Supplies (aka Jaws of Life): The City of La Marque will use ARPA funds to purchase Rescue Tools Equipment and Supplies for the Fire Department. Rescue Tools Equipment and Supplies are a hydraulic apparatus used to pry apart the wreckage of crashed vehicles in order to free people trapped inside. Extrication tools made prior to 2010 cannot cut the Ultra High Strength Steel use in electric cars.	6. Revenue Replacement - 6.01 Provision of Government Services	Non-compliance with applicable portions of Uniform Guidance 2 CFR 200	\$103,068.27	\$103,068.27	\$0.00	\$0.00	\$103,068.27	12-31-2026
2464	ARPA Recipient - Equipment or Informal Purchase (only) - Concrete Saw for Public Works	Concrete Saw: The City of La Marque will use ARPA funds to purchase a Concrete Saw for the Public Works Department. A concrete saw is used to perform street patch repairs as well as waterline repairs. It is designed to be operated by a single person and is pushed along the surface to be cut, allowing for easy and accurate control. With the ARPA Final Rule, this category allows for ARPA expenditure eligibility for equipment	6. Revenue Replacement - 6.01 Provision of Government Services	Non-compliance with applicable portions of Uniform Guidance 2 CFR 200	\$15,000.00	\$15,000.00	\$0.00	\$0.00	\$15,000.00	12-31-2026



City of La Marque: ARPA STATUS REPORT

Project ID	Project Type - Project Delivery - Project Title	Description (50 - 250 Words)	Expense Class - Expenditure Category	Identified Risks	Estimated Budget	Total Obligations	Remaining Amount to Obligate	Total Expenditures	Remaining Amount to Expend	Estimated Completion Date
		for the City of La Marque's Public Works department.								
2465	ARPA Recipient - Equipment or Informal Purchase (only) - Asphalt Roller	Asphalt Roller: The City of La Marque will use ARPA funds to purchase an Asphalt Roller for the Public Works Department. A compactor-type engineering vehicle. Equipment to be used by the City of La Marque's Public Works department for in-house street repair initiatives including larger patch work. With the ARPA Final Rule, this category allows for ARPA expenditure eligibility for equipment for the City of La Marque's Public Works department.	6. Revenue Replacement - 6.01 Provision of Government Services	Non-compliance with applicable portions of Uniform Guidance 2 CFR 200	\$49,678.31	\$49,678.31	\$0.00	\$0.00	\$49,678.31	12-31-2026
2466	ARPA Recipient - Equipment or Informal Purchase (only) - Compact Track Loader (aka Skid Steer Loader)	Compact Track Loader (aka Skid Steer Loader): The City of La Marque will use ARPA funds to purchase a Compact Track Loader for the Public Works Department. Commonly used for landscaping and contouring. The City of La Marque's Public Works department will primarily use the Skid Steer Loader to aid with drainage efforts and restoration assistance on water line repairs. With the ARPA Final Rule, this category allows for ARPA expenditure eligibility for equipment for the City of La Marque's Public Works department.	6. Revenue Replacement - 6.01 Provision of Government Services	Non-compliance with applicable portions of Uniform Guidance 2 CFR 200	\$150,000.00	\$150,000.00	\$0.00	\$0.00	\$150,000.00	12-31-2026
2467	ARPA Recipient - Equipment or Informal Purchase (only) - Pot-hole Trailer Patcher (DuraPatcher Technology)	Pot-hole Trailer Patcher (DuraPatcher Technology): The City of La Marque will use ARPA funds to purchase a Pot-hole Trailer Patcher for the Public Works Department. To aid with the pothole repair in the city, have researched a more efficient way to address potholes that are becoming more prevalent with our aging infrastructure. This machine will allow us to take the next step in offering routine pothole repair in a more efficient manner moving forward.	6. Revenue Replacement - 6.01 Provision of Government Services	Non-compliance with applicable portions of Uniform Guidance 2 CFR 200	\$104,000.00	\$104,000.00	\$0.00	\$0.00	\$104,000.00	12-31-2026
2468	ARPA Recipient - Equipment or Informal Purchase (only) - Utility Client Software Upgrade	Utility Client Software Upgrade: The City of La Marque will use ARPA funds to purchase Utility Client Software Upgrade for the Utility Department. With this upgrade, citizens can set a threshold for their usage as	6. Revenue Replacement - 6.01 Provision of Government Services	Non-compliance with applicable portions of Uniform Guidance 2 CFR 200	\$42,000.00	\$42,000.00	\$0.00	\$0.00	\$42,000.00	12-31-2026



City of La Marque: ARPA STATUS REPORT

Project ID	Project Type - Project Delivery - Project Title	Description (50 - 250 Words)	Expense Class - Expenditure Category	Identified Risks	Estimated Budget	Total Obligations	Remaining Amount to Obligate	Total Expenditures	Remaining Amount to Expend	Estimated Completion Date
		well as receive notifications via the portal, text or email. Alerts can be sent to multiple recipients. Citizens can monitor multiple meters in one application as well as view and export usage and trends on an hourly, daily, weekly, yearly basis.								
2472	ARPA Recipient - Equipment or Informal Purchase (only) - 3-D Crime Scene Scanner	3-D Crime Scene Scanner: The City of La Marque will purchase one 3D Crime Scene Scanner for Crime Scene Investigations with ARPA funds for the Police Department. The scanner should include necessary accessories to accurately gather data and to recreate various crime scenes and motor vehicle collisions, specifically: be capable of digitally recreating various indoor and outdoor "scenes" in a three-dimensional format; be capable of capturing precise measurements that withstand the rigors of court presentations and withstand legal challenges as to accuracy; include necessary equipment to operate in the field; include the necessary software licenses to operate the device and complete the three-dimensional scenes; include hands-on customer training for multiple people at the City of La Marque's police department and include appropriate warranties. Having a 3-D Crime Scene Scanner will help the City of La Marque's Police Department with their daily job functions.	6. Revenue Replacement - 6.01 Provision of Government Services	Non-compliance with applicable portions of Uniform Guidance 2 CFR 200	\$81,178.00	\$81,178.00	\$0.00	\$0.00	\$81,178.00	12-31-2026
2473	ARPA Recipient - Construction - Removal, Disposal, Replacement, Relocation, and Installation of Air Conditioning Units and Duct Work for City Facilities	Removal, Disposal, Replacement, Relocation, and Installation of Air Conditioning Units and Duct Work for City Facilities: Location 1: 1109 A & B Bayou Rd - Court, Council, and Community building as well as Fire Department 2 and the Finance Offices. The 6 AC condenser units will need to be replaced and moved to ground level. An elevated slab, which will need to be constructed and secured with a protective fence to enclose the units.	6. Revenue Replacement - 6.01 Provision of Government Services	Non-compliance with applicable portions of Uniform Guidance 2 CFR 200	\$300,000.00	\$300,000.00	\$0.00	\$0.00	\$300,000.00	12-31-2026



City of La Marque: ARPA STATUS REPORT

Project ID	Project Type - Project Delivery - Project Title	Description (50 - 250 Words)	Expense Class - Expenditure Category	Identified Risks	Estimated Budget	Total Obligations	Remaining Amount to Obligate	Total Expenditures	Remaining Amount to Expend	Estimated Completion Date
		- Location 2: 1011 Bayou Rd - Library. The 4 AC condenser units will need to be replaced and moved to ground level. The current vent configuration will need to be redone due to the moving of the AC condenser from roof to ground and the configuration of multiple units. An elevated slab, which will need to be constructed and secured with a protective fence to enclose the units on the back of the building. - Location 3: 431 Bayou Rd - Police Department. 6 AC condenser units will need to be replaced and moved to ground level. The current vent configuration will need to be redone due to the moving of the AC condenser from roof to ground and the configuration of multiple units. An elevated slab, which will need to be constructed for the units on the back of the building. Each location requires the necessary slab construction and fencing to ensure the safety and proper installation of the new AC units, and electrical circuits required for new equipment installed at the proper location.								
2480	ARPA Recipient - Equipment or Informal Purchase (only) - Police Dogs (aka K-9's)	Police Dogs (aka K-9 's): The City of La Marque will use ARPA funds to purchase two dual-purpose police K-9s, with the option to purchase one additional K-9, including appropriate training. The La Marque Police Department 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 selected vendor must ensure all relevant certifications and training comply with Texas law enforcement standards. Having additional trained K-9's will help the City of La Marque's Police Department with their daily job functions.	6. Revenue Replacement - 6.01 Provision of Government Services	Non-compliance with applicable portions of Uniform Guidance 2 CFR 200	\$41,250.00	\$41,250.00	\$0.00	\$0.00	\$41,250.00	12-31-2026
2482	ARPA Recipient - Construction - Solar Powered Lights	Solar Powered Lights: This ARPA project consists of Citywide Solar Lighting Improvements. Sites are located within the	6. Revenue Replacement - 6.01 Provision of	Non-compliance with applicable portions of	\$217,912.46	\$217,912.46	\$0.00	\$0.00	\$217,912.46	12-31-2026



City of La Marque: ARPA STATUS REPORT

Project ID	Project Type - Project Delivery - Project Title	Description (50 - 250 Words)	Expense Class - Expenditure Category	Identified Risks	Estimated Budget	Total Obligations	Remaining Amount to Obligate	Total Expenditures	Remaining Amount to Expend	Estimated Completion Date
		City of La Marque at City Parks (Bayou City Park, Highland Bayou Park and Mahan Park) and the Wastewater Treatment Plant. General Description: Installation of solar lights at 35 different sites. The American Rescue Plan Act identifies investments in parks, public plazas, and other public outdoor recreation spaces may be responsive to the needs of disproportionately impacted communities by promoting healthier living environments. It is a government service to install solar powered park lighting to help promote a healthier living environment for all residents of La Marque. Also having solar powered lights at the Wastewater Treatment Plant could help in the event of an emergency situation, for instance it would be helpful to support operations, and this may attribute to helping avert an issue with public health.	Government Services	Uniform Guidance 2 CFR 200						
2483	ARPA Recipient - Construction - Mill & Overlay Street Project	Mill & Overlay Street Project: This ARPA project consists of Citywide Asphalt Milling and Overlay Roadway Improvements. Sites are located within the City of La Marque at McKinney Drive, Virginia Street, Mar-Ann, Steve Roy, Kenneth Street, Brown Street, Union Street and Westward Avenue. General Description: Removal of asphalt and placement of concrete for approximately 10,250 LF of asphalt. Safe and accessible roadways are essential for the well-being of residents of the City of La Marque. Properly maintained roads reduce accidents, lower vehicle damage, and ensure that all community members can navigate their surroundings comfortably. Street Repair is an investment in transportation infrastructure with the ARPA Funds.	6. Revenue Replacement - 6.01 Provision of Government Services	Non-compliance with applicable portions of Uniform Guidance 2 CFR 200	\$399,158.00	\$399,158.00	\$0.00	\$0.00	\$399,158.00	12-31-2026
2484	ARPA Recipient - Equipment or Informal Purchase (only) - Armored	Armored Personnel Carrier (aka APC): The City of La Marque will purchase one Armored Personnel Carrier (aka APC) with ARPA funds for the Police Department. APCs offer proven protection in dangerous	6. Revenue Replacement - 6.01 Provision of Government Services	Non-compliance with applicable portions of Uniform Guidance 2 CFR 200	\$300,000.00	\$300,000.00	\$0.00	\$0.00	\$300,000.00	12-31-2026



City of La Marque: ARPA STATUS REPORT

Project ID	Project Type - Project Delivery - Project Title	Description (50 - 250 Words)	Expense Class - Expenditure Category	Identified Risks	Estimated Budget	Total Obligations	Remaining Amount to Obligate	Total Expenditures	Remaining Amount to Expend	Estimated Completion Date
	Personnel Carrier (aka APC)	scenarios, including active shooter(s), barricaded suspect(s), response and rescue, and high-risk warrants. APCs offer incredible versatility and can be loaded out to create specialty variants for the Special Response Team (SRT). Having an Armored Personnel Carrier will help the City of La Marque's Police Department with their Special Response Team job functions.								
2485	ARPA Recipient - Equipment or Informal Purchase (only) - Tractor with Boom Mounted Mower	Tractor with Boom Mounted Mower: The City of La Marque is using ARPA funds to purchase a Tractor with Boom Mounted Mower for the Public Works Department. The tractor-mounted boom mower will help facilitate the City of La Marque's Public Works Department with trimming trees, brush or hedges, and mowing behind guardrails, over fences, down embankments and around ponds. With the ARPA Final Rule, this category allows for ARPA expenditure eligibility for equipment for the City of La Marque's Public Works Department.	6. Revenue Replacement - 6.01 Provision of Government Services	Non-compliance with applicable portions of Uniform Guidance 2 CFR 200	\$150,000.00	\$150,000.00	\$0.00	\$0.00	\$150,000.00	12-31-2026
2487	ARPA Recipient - Equipment or Informal Purchase (only) - Budget Management Software	Budget Management Software: The City of La Marque seeks to implement a robust and comprehensive budget management software solution to modernize and streamline its financial planning, budgeting, and reporting processes. This solution will enable effective collaboration across departments, ensure compliance with governmental accounting standards, and provide transparency for internal stakeholders and the public.	6. Revenue Replacement - 6.01 Provision of Government Services	Non-compliance with applicable portions of Uniform Guidance 2 CFR 200	\$39,320.00	\$39,320.00	\$0.00	\$0.00	\$39,320.00	12-31-2026
2488	ARPA Recipient - Equipment or Informal Purchase (only) - Lidar Handheld Radar Speed Detection	Lidar Handheld Radar Speed Detection: The City of La Marque will use ARPA funds to purchase Lidar Handheld Radar Speed Detection for the Police Department. A Lidar handheld radar speed detection device is a tool designed to use laser technology to accurately measure the speed of vehicles. These devices are essential for traffic	6. Revenue Replacement - 6.01 Provision of Government Services	Non-compliance with applicable portions of Uniform Guidance 2 CFR 200	\$16,650.00	\$16,650.00	\$0.00	\$0.00	\$16,650.00	12-31-2026



City of La Marque: ARPA STATUS REPORT

Project ID	Project Type - Project Delivery - Project Title	Description (50 - 250 Words)	Expense Class - Expenditure Category	Identified Risks	Estimated Budget	Total Obligations	Remaining Amount to Obligate	Total Expenditures	Remaining Amount to Expend	Estimated Completion Date
		enforcement, helping to ensure compliance with speed limits and enhancing public safety. The addition of Lidar devices will aid the City of La Marque's Police Department in their daily functions by improving the accuracy and efficiency of speed monitoring, reducing accidents, and promoting safer streets for residents and visitors.								
2490	ARPA Recipient - Equipment or Informal Purchase (only) - Human Resources & Payroll Software	Human Resources & Payroll Software: The City of La Marque will use ARPA funds to implement new Human Resources and Payroll software for the first time. Currently, the city lacks a centralized system to efficiently manage HR and payroll functions, relying on manual processes that are time-consuming and prone to error. The new software will streamline operations, improve accuracy in payroll processing, enhance employee record management, and ensure compliance with regulatory requirements. This modern solution will support multiple departments, including Human Resources and Finance, and is expected to take 12 to 18 months to implement, providing the city with a reliable and scalable system for future growth.	6. Revenue Replacement - 6.01 Provision of Government Services	Non-compliance with applicable portions of Uniform Guidance 2 CFR 200	\$293,436.59	\$293,436.59	\$0.00	\$0.00	\$293,436.59	12-31-2026
				Subtotal	\$4,299,886.03	\$4,299,886.03	\$0.00	\$95,717.00	\$4,204,169.03	
				Grand Total	\$4,299,886.03	\$4,299,886.03	\$0.00	\$95,717.00	\$4,204,169.03	



City of La Marque: ARPA STATUS REPORT

COMPLETED TREASURY REPORTING

Report	Completion Status	Notes
Annual Project & Expenditure Reporting	Completed April 26, 2022	
Annual Project & Expenditure Reporting	Completed April 6, 2023	
Annual Project & Expenditure Reporting	Completed May 13, 2024	



City of La Marque: ARPA STATUS REPORT

GENERAL NEXT STEPS FOR NEXT MONTH

- Continue to work on Closeout Document Checklist Status, see below
- Continue with ARPA procurement
- Next Treasury Report due 04-30-2025

PROJECT COMPLIANCE & MONITORING FOLLOW-UP STEPS

- **Risk from COOP Solicitations:**

Local governments often prefer using Cooperative Purchasing (also called COOPS or ‘buy boards’ generally) to procure goods and services and as a means to ensure competition and speed of project delivery. However, COOPS frequently place ARPA Recipients at varying levels of risk of non-compliance when procuring with ARPA (or other Federal) funds because COOPS are not fully aligned with the specific terms and provisions of ARPA, the Federal Uniform Guidance (2 CFR 200), and/or specific local procurement policies and thresholds that would also ensure ARPA compliance. *As such, GrantWorks does not recommend using COOPs for ARPA procurements.*

- **General Guidance on COOP Solicitations:**

If you would still like to use a COOP for an ARPA procurement – GrantWorks requests the following:

- Provide the terms & conditions and general forms & contract documents used by the COOPs for review on level of compliance with ARPA requirements
- Include GrantWorks prior to solicitation so that a new solicitation with ARPA requirements can be issued with the COOP
- Requires all respondents to have a record of non-debarment status at both the federal level (SAM.gov) and state level.

- **Next Steps on COOP Solicitations:**

- If you have already completed a procurement and expended funds – GrantWorks will complete a review of the procurement and provide a compliance summary.
- If you have already completed a procurement and have not yet expended funds – GrantWorks can provide an ARPA Addendum for inclusion in the contract.



City of La Marque: ARPA STATUS REPORT

CLOSEOUT DOCUMENT CHECKLIST STATUS

I) Client Level Compliance

Checklist Document Name	Item Complete?	Item Notes
Transition Call Notes	Yes	
State Regulations for Procurement	Yes	
Federal Regulations for Procurement	Yes	
Client's Standards of Conduct with Conflict of Interest Policy	No	Requested from locality. GrantWorks provided a template.
SAM Clearance	Yes	
Financial Management System/Plan	No	Requested from locality. GrantWorks provided a template.
Document Management & Retention Plan	No	Requested from locality. GrantWorks provided a template.
Single Audit, or equivalent 2021	Yes	
Single Audit, or equivalent 2022	Yes	
Single Audit, or equivalent 2023		
Single Audit, or equivalent 2024		
Single Audit, or equivalent 2025		
Single Audit, or equivalent 2026		
Client's Executed Terms & Conditions	No	Requested from locality.
Client's Executed Title VI Form	No	Requested from locality.
Client's Budget submitted to Treasury	No	Requested from locality.
P&E Annual Report - 2022	Yes	
P&E Annual Report - 2023	Yes	
P&E Annual Report - 2024	Yes	
P&E Annual Report - 2025		
P&E Annual Report - 2026		

City of La Marque: ARPA STATUS REPORT

II) **Project Level Compliance**

We will provide a Document Checklist for each project and review each of the document items with you.



MUNICIPAL COURT

February 2025



Total Cases Pending

Traffic Misdemeanors
Non-Traffic Misdemeanors

6065
5689

New Cases Filed

Traffic Misdemeanors
Non-Traffic Misdemeanors

465
113

Disposed Cases

Traffic Misdemeanors
Non-Traffic Misdemeanors

358
137

Warrants Issued

Arrest Warrants
Capias Pro Fine Warrants

168
204

Notes :

OFFICE OF COURT ADMINISTRATION
TEXAS JUDICIAL COUNCIL



OFFICIAL MUNICIPAL COURT MONTHLY REPORT

Month February Year 2025

Municipal Court for the City of La Marque

Presiding Judge Kerry Pettijohn

If new, date assumed office _____

Court Mailing Address 1111 Bayou Road

City La Marque, Tx Zip 77568

Phone Number (409) 938-9245

Fax Number _____

Court's Public Email court@cityoflamarque.org

Court's Website www.ci.la-marque.tx.us

THE ATTACHED IS A TRUE AND ACCURATE REFLECTION OF THE RECORDS OF THIS COURT.

Prepared by Stacy Froeschner

Date 2025-03-05 Phone Number _____

PLEASE RETURN THIS FORM NO LATER THAN 20 DAYS FOLLOWING THE END OF THE MONTH REPORTED TO:

OFFICE OF COURT ADMINISTRATION
P O BOX 12066
AUSTIN, TX
78711-2066

PHONE: (737) 295-2330
FAX: (512) 463-1648

CRIMINAL SECTION

Court			Traffic Misdemeanors			Non-Traffic Misdemeanors		
Month	February	Year 2025	Non-Parking	Parking	City Ordinance	Penal Code	Other State Law	City Ordinance
1. Total Cases Pending First of Month:			5,954	0	4	3,349	1,897	467
a. Active Cases			1,246	0	2	211	190	160
b. Inactive Cases			4,708	0	2	3,138	1,707	307
2. New Cases Filed During Month			465	0	0	64	40	9
3. Cases Reactivated			130	0	0	100	50	4
4. All Other Cases Added			0	0	0	0	0	0
5. Total Cases on Docket (Sum of Lines 1a,2,3&4)			1,841	0	2	375	280	173
6. Dispositions Prior to Court Appearance of Trial:								
a. Uncontested Dispositions (Disposed without appearance before a judge (CCP Art. 27.14))			235	0	1	65	40	10
b. Dismissed by Prosecution			12	0	0	2	3	3
7. Final Disposition in Open Court or at Trial:								
a. Convictions								
1) Guilty Plea or Nolo Contendere			3	0	0	2	1	0
2) By the Court			0	0	0	0	0	0
3) By the Jury			0	0	0	0	0	0
b. Acquittals:								
1) By the Court			0	0	0	0	0	0
2) By the Jury			0	0	0	0	0	0
c. Dismissed by Prosecution			6	0	0	2	1	0
8. Compliance Dismissals:								
a. After Driver Safety Course (CCP, Art. 45.0511)			20					
b. After Deferred Disposition (CCP, Art. 45.051)			46	0	0	6	1	1
c. City After Teen Court (CCP, Art. 45.052)			0	0	0	0	0	0
d. After Tobacco Awareness Course (HSC, Sec. 161.253)							0	
e. After Treatment for Chemical Dependency (CCP, Art. 45.053)						0	0	
f. After Proof of Financial Responsibility (TC, Sec. 601.193)			3					
g. All Other Transportation Code Dismissals			25	0	0	0	0	0
9. All Other Dispositions			7	0	0	0	0	0
10. Total cases Disposed (Sum of lines 6,7,8&9)			357	0	1	77	46	14
11. Cases Placed on Inactive Status			98	0	0	58	25	1
12. Total Cases Pending End of Month:			6,062	0	3	3,336	1,891	462
a. Active Cases (Equals Lines 5 minus the sum of Lines 10&11)			1,386	0	1	240	209	158
b. Inactive Cases (Equals Line 1b minus Lines 3 plus Line 11)			4,676	0	2	3,096	1,682	304
13. Show Cause and Other Required Hearings Held			329	0	0	108	84	9
14. Cases Appealed:								
a. After Trial			0	0	0	0	0	0
b. Without Trial			0	0	0	0	0	0

CIVIL / ADMINISTRATIVE SECTION

Court	
Month February Year 2025	
1. Total Cases pending First of Month:	0
a. Active Cases	0
b. Inactive Cases	0
2. New Cases Filed	0
3. Cases Reactivated	0
4. All Other Cases Added	0
5. Total Cases on Docket (Sum of Lines 1a,2,3,&4)	0
DISPOSITIONS	
6. Uncontested Civil Fines or Penalties	0
7. Default Judgments	0
8. Agreed Judgments	0
9. Trial Hearing by Judge/Hearing Officer	0
10. Trial by Jury	0
11. Dismissed for Want of Prosecution	0
12. All Other Dispositions	0
13. Total Cases Disposed (Sum of Lines 6 thru 12)	0
14. Cases Placed on Inactive Status	0
15. Total Cases Pending End of Month:	0
a. Active Cases (Equals Line 5 minus the sum of Lines 13&14)	0
b. Inactive Cases (Equals Line 1b minus Line 3 plus Line 14)	0
16. Cases Appealed:	
a. After Trial	0
b. Without Trial	0

JUVENILE / MINOR ACTIVITY

Court	
Month February Year 2025	
1. Transportation Code Cases Filed	5
2. Non-Driving Alcoholic Beverage Code Cases Filed	0
3. Driving Under the Influence of Alcohol Cases Filed	0
4. Drug Paraphernalia Cases Filed (HSC, Ch. 481)	0
5. Tobacco and E-Cigarettes Cases Filed (HSC, Sec. 161.252)	1
6. Truancy Cases Filed (Fam. Code, Sec. 65.003(a))	0
7. Education Code Cases Filed	0
8. Violation of Local Daytime Curfew Ordinance Cases Filed (Local Govt. Code, Sec. 341.905)	0
9. All Other Non-Traffic Fine-Only Cases Filed	2
10. Transfer to Juvenile Court:	
a. Mandatory Transfer (Fam.Code, Sec. 51.08(b)(1))	0
b. Discretionary Transfer (Fam.Code, Sec. 51.08(b)(1))	0
11. Accused of Contempt and Referred to Juvenile Court (Delinquent Conduct) (CCP, Art. 45.05(c)(l))	0
12. Held in Contempt by Criminal Court(Fined and/or Denied Driving Privileges) (CCP, Art. 45.050(c)(2))	0
13. Juvenile Statement Magistrate Warning:	
a. Warnings Administered	0
b. Statements Certified (Fam.Code, Sec. 51.095)	0
14. Detention Hearings Held (Fam. Code, Sec. 54.01)	0
15. Orders for Non-Secure Custody Issued	0
16. Parent Contributing to Nonattendance Cases Filed (Ed. Code, Sec. 25.093)	0

ADDITIONAL ACTIVITY

Court		NUMBER GIVEN	NUMBER REQUESTS FOR COUNSEL
Month	Year		
February	2025		
1. Magistrate Warnings:			
a. Class C Misdemeanors		108	
b. Class A and B Misdemeanors		0	0
c. Felonies		0	0
			TOTAL
2. Arrest warrants Issued:			
a. Class C Misdemeanors			168
b. Class A and B Misdemeanors			0
c. Felonies			0
3. Capiases Pro Fine Issued			204
4. Search Warrants Issued			0
5. Warrants for Fire, Health and Code Inspections Filed (CCP, Art. 1805)			0
6. Examining Trials Conducted			0
7. Emergency Mental Health Hearings Held			0
8. Magistrate's Orders for Emergency Protection Issued			0
9. Magistrate's Orders for Ignition Interlock Device Issued (CCP.Art. 17.441)			0
10. All Other Magistrate's Orders Issued Requiring Conditions for release on Bond			0
11. Driver's License Denial, Revocation or Suspension Hearings Held (IC, Sec.521.300)			0
12. Disposition of Stolen Property Hearings Held (CCP, Ch. 47)			0
13. Peace Bond Hearings Held			0
14. Cases in which Fine and Court Costs Satisfied by Community Service:			0
a. Partial Satisfaction			0
b. Full Satisfaction			0
15. Cases in Which Fine and Court Costs Satisfied by Jail Credit			0
16. Cases in Which Fine and Court Costs Waived for Indigency			24
17. Amount of Fines and Court Costs Waived for Indigency			\$13,146.53
18. Total Fines, Court Costs and Other Amounts Collected:			
a. Retained by City			\$96,221.61
b. Remitted to State			\$27,394.29
c. Total			\$123,615.90

Storm Water Report February 2025

Date	Address	Linear Feet	Work Order #	District
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Channel Cleaning

250206	Austin	200	24-03815	C
250212	Austin	200	25-000480	C

400 (Linear Feet Cleaned)

Culverts Cleaned

250203	Magnolia	200	25-000409	C
250203	Ross & Maple	106	25-000408	D
250203	Yupon	327	25-000407	D
250204	Patricia & Westward		25-000260	A,B
250204	Magnolia	300	25-000418	C
250204	N Houston	88	25-000419	C
250204	Austin	114	25-000420	C
250205	Azalea (506,512,515)	287	25-000425	D
250205	503 Boss	92	25-000426	A
250205	2115 Lonestar	100	25-000427	C
250206	1817 Scott	126	25-000440	D
250212	Dalian	200	25-000489	C
250212	Austin	400	25-000420	C
250215	1713 Maple	122	25-000477	D
250215	3703 McKinney	192	25-000414	A
250217	1605 Austin	400	25-000420	C
250217	1609 Austin	400	25-000420	C
250217	1611 Austin	400	25-000420	C
250217	1704 Austin	400	25-000420	C
250218	Porter	420	23-00123	A
250218	Albert	172	24-02178	A
250218	Boss	113	25-000550	A
250224	1705 Austin	87	25-000420	C
250226	Graftn	200	25-000079	D

5246 (Linear Feet Cleaned)

Inlet Grate Cleaning

250204	Patricia & Westward	25-000421	A,B
250210	Austin	25-000479	C
250217	1713 Maple		
250225	Forest Bend & Texas Ave	25-000690	A

Ditches Regraded

250206	2501 Magnolia	100	23-03702	C
250206	2503 Magnolia	150	23-03702	C
250206	2505 Magnolia	100	23-03702	C
250210	Austin	400	25-000480	C

250212	Austin	400	25-000480	C
250219	1709 Austin	324	25-000480	C
250219	1803 Austin	324	25-000480	C
250220	Austin	310	25-000480	C
250224	1705 Austin	87	25-000480	C
250226	Grafton	400	24-002508	D

2595 (Linear Feet of Ditches Regraded)

2025 Monthly Water Consumption vs Sales- February

GCWA (Gallons)	63,477,000
Total Billed Water (Gallons)	39,357,000
Non-Revenue Water Loss	1,842,000
Total known Water Consumption	41,199,000
Water Loss (%)	35.16%

Director's Report

March 2025

- I will be speaking to the Bay Area Commercial Real Estate Network (BACREN) on March 20th during the lunch hour
- Updates on La Marque's growth, 2024 awards, new businesses, and opportunities will be covered
- They expect 100-120 in attendance

- The latest installment of Mayor Bell's Small Business Summit was held on February 10, 2025 at La Marque Public Library from 5:30 PM - 7:00 PM
- Topics included: Employee Hiring, Retention, and Interviewing Resources from Workforce Solutions | Galveston County SBDC

UPDATE:

- The next installment will be held on May 12, 2025
- Topic will be "Selling with Impact"

1130 1st Street exterior remodel:

UPDATE:

- Werner Construction has withdrawn from the project citing bankruptcy and the contract has officially been terminated
- The abandoned scaffolding has been removed from the front of the building and from the roof
- The abandoned dumpster has been removed by the company that owns it
- Evaluation of the remaining scope of the project is underway by the architects
- Next steps are in process with the performance bonding company
- It is our understanding paragraphs 3.1 and 3.2 of the performance bond have been satisfied
- The vast majority of paragraph 3.3 has been satisfied (waiting on a price from another GC to complete the remaining scope, getting a cost for any potential damage from rain penetration)

418 Laurel exterior remodel:

- Werner Construction has withdrawn from the project and has officially been terminated
- Next steps are being taken with the performance bonding company

-I was accepted into the new Certified Texas Economic Development (CTED) program developed through a partnership between the Texas Economic Development Council and the Texas A&M Engineering Extension Service

-The first modules I attended were held on October 2-4

-The second modules were held on January 27-28

UPDATE:

-The third module will be held April 14-15

-Mr. Orlando Archibald will be presenting his coffee shop / lounge concept at the December Board meeting

-Per consensus of the Board, a lease is being drafted and will be reviewed by the Board

UPDATE:

-A 3-year lease has been executed

-The deposit and first 3 months rent has been tendered

-The required liability insurance has been provided

-Mr. Archibald has taken possession of the space

-Marble Slab/Great American Cookie Company opened the first week of March

-We are working on a CEO Connections round table discussion as part of our partnership with Houston Business Journal

-This will take place at BAHEP on 2/19

-CEO's from different business segments will be represented and engage in a roundtable discussion specifically about the Bay Area

-I submitted several potential questions to ask the panelists (the HBJ editor has the final say on what is asked)

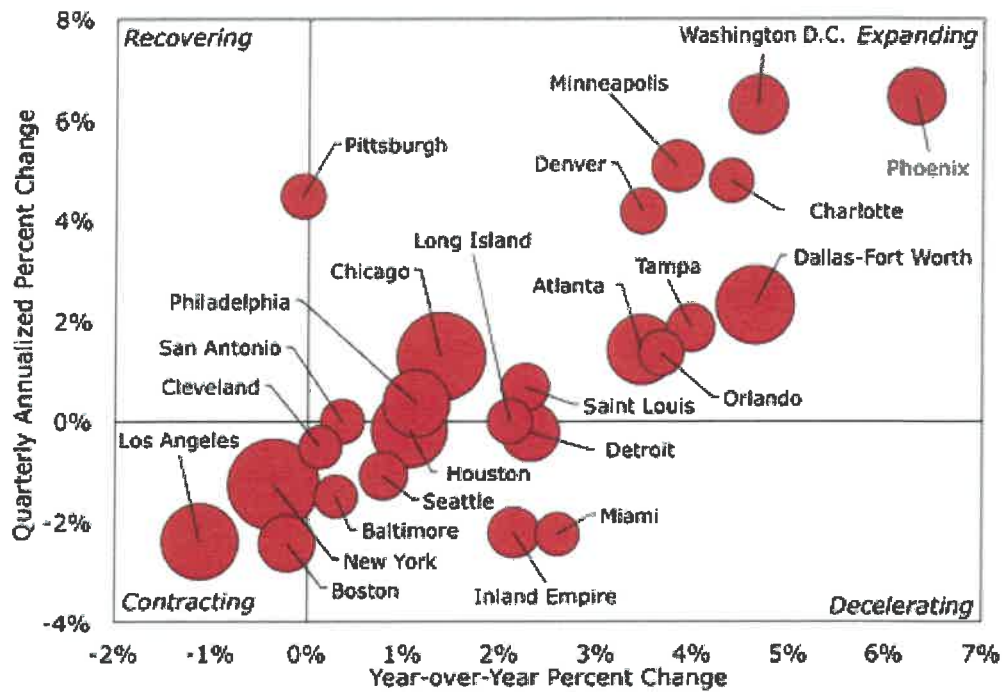
UPDATE:

-The event was very well attended

-The CEO Connections article has been published

-I have been asked to give a brief EDC update at the March 24, 2025 Council meeting

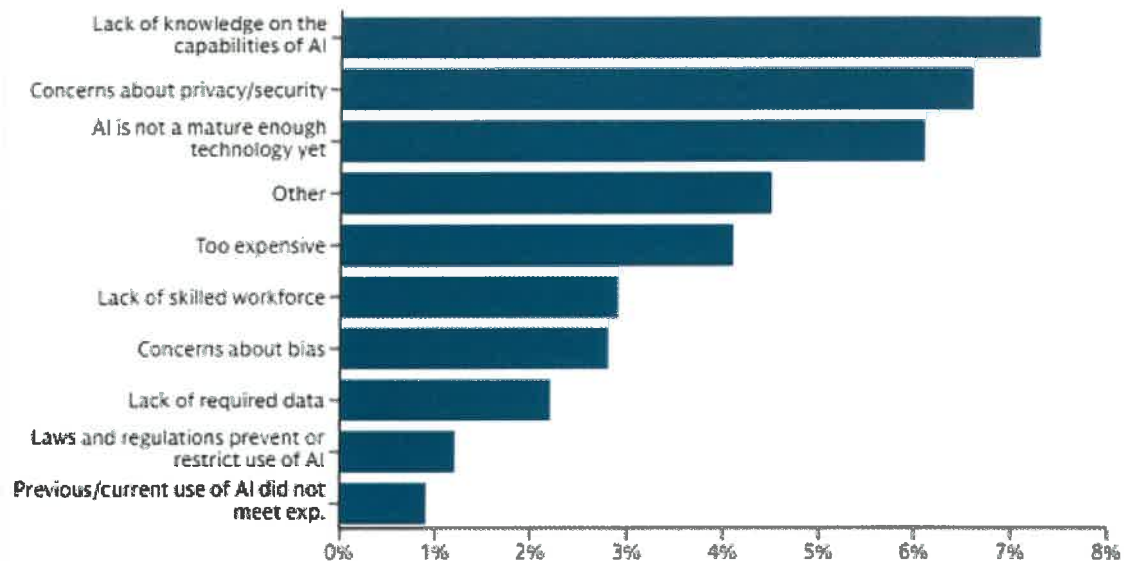
Retail Asking Rent Growth: Q4-2024



Source: CoStar Inc. and Wells Fargo Economics

Lack of experience and easy-to-use applications are main barriers to adoption

Cited barriers in the next six months among US firms for which AI is applicable in the business



Source: Goldman Sachs Research, US Census Bureau

**Goldman
Sachs**

**La Marque Economic
Development Corporation**

**CITY OF
LA MARQUE, TX**
✦ GATEWAY TO THE GULF ✦



February 26, 2025

Mayor Bell and La Marque City Council
1111 Bayou Road
La Marque, Texas 77568

Dear Mayor Bell and City Council,

After much consideration, Bobby Hocking has decided to resign from the La Marque Economic Development Corporation Board of Director's. The Board accepted his resignation at the special meeting this morning. This creates a vacancy on the Board of Directors that will need to be filled.

Please advise me if you would like recommendations from the Board regarding a new Board member to serve Bobby Hocking's unexpired term.

Very truly yours,

Gene Smith
Chairman



Office of the Texas Governor | Greg Abbott

[Home](#) [Governor Abbott](#) [First Lady](#) [Initiatives](#) [News](#) [Organization](#)

[Home](#) [News](#) Governor Abbott Releases 5-Year Economic Development Strategic Plan

Governor Abbott Releases 5-Year Economic Development Strategic Plan

March 4, 2025 | Austin, Texas | [Press Release](#)

Governor Greg Abbott today released a five-year statewide economic development strategic plan that establishes a blueprint for continued economic expansion and job creation across Texas.

“Texas is a national leader in population growth, job creation, technology and innovation, and overall economic expansion,” said Governor Abbott.

“Entrepreneurs and businesses choose Texas because of our unmatched business friendly policies, low taxes, and highly skilled workforce. With this statewide economic development strategic plan, we will cement Texas as a global economic powerhouse. I thank the economic development organizations and businesses across Texas who work tirelessly to ensure that economic prosperity reaches every Texas family and every Texas business. Working together, we will build an even stronger, more prosperous Texas for generations.”

“Economic development in Texas is a team sport,” said Texas Economic Development & Tourism Executive Director Adriana Cruz. “We work collaboratively to create and maintain an environment that is business friendly, internationally competitive, and rich in opportunity. The statewide economic development strategic plan reflects Governor Abbott’s leadership and Texas’ unique approach — not dictating priorities to communities or unduly influencing

the free market but creating an environment in which communities, industries, and businesses can lead the way to growth and prosperity across thriving regions.”

“Bigger. Better. Texas. Statewide Economic Development Strategic Plan: 2025–2029” results from a year-long collaboration with local, regional, and statewide organizations, business and industry leaders, and Texas state agencies led by the Governor’s Texas Economic Development & Tourism Office.

The detailed five-year plan identifies target industry sectors expected to drive strategic economic growth and job creation across regions, outlines objectives and initiatives to advance the state’s global competitiveness, and provides data and recommendations to inform economic development decisions across Texas.

Read more and download the plan [here](#).

The Governor’s [Texas Economic Development & Tourism Office](#) (EDT) is tasked with marketing and promoting the state of Texas across the nation and around the world as the premier business location and travel destination. EDT works closely with communities and local, regional, and statewide economic development and tourism organizations, as well as partnering state agencies, to ensure Texas remains the best place to live, work, and visit.

Home	Governor Abbott	First Lady	Initiatives	News	Organization	Contact
	Office of the Texas Governor			Employment	Where the Money Goes	
	P.O. Box 12428			Site Policies	TRAIL Search	
	Austin Texas 78711			Accessibility	Texas Veterans Portal	
	(512) 463-2000			Report Fraud	Texas.gov	
				Site Map	RSS Feed	

View All Data ADF 2025

View All Data ADF 2025

Dec 30, 2024 - Apr 1, 2025

Total Clicks
2,101

Total Impressions

73,215

Impressions To Goal



Google Ads Performance

Metrics	Value
Impressions	56,794
Clicks	939
CTR	1.65%

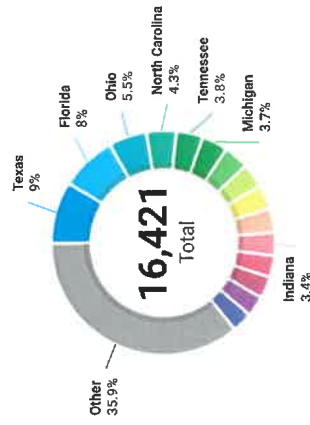
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View All Data ADF 2025

View All Data ADF 2025

View All Data ADF 2025

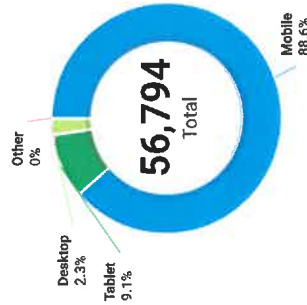
Meta Impressions By Region



Meta Ad Performance

Ad	Impressions	Clicks	Link Clicks	CTR
	16,421	1,572	1,162	7.08%

Google Impressions By Device



La Marque Site Selector Intelligence Report

10 min ago

Public Relations Specialist Report

Board Meeting March 18, 2025

- Facebook: 1,900+ people follow the LMEDC Facebook page.
- Upcoming Shine On Video: Waiting to get a date set for Queen's Attic reshine video. I'm trying to set a date with Sid's Grooming & More.
- Worked with the city PR team to get our latest Shine On Videos on the city YouTube page.
- Working on the Spring 2025 edition of Inside La Marque.
- Talking to Anat Ronen about a potential mural on the side of 1130 1st Street representing the history of La Marque. We are speaking with the City PR specialist to gather historical pictures
- Mayor Bell's Small Business Series will be on Monday, May 12 at the Library. The topic will be "Selling with Impact" with Amy Reid from Galveston County SBDC.
- Comcast commercials are on air and will go through July 2025.
- iHeart Media streaming radio ads will begin in April 2025 and continue through June 2025.
- Offered my help to Erich Bell with Kingsley USA to make flyers to promote that they are hiring for specific positions. He is gathering information and more clarity on what he needs for these positions and will reach back out to have the flyers made.
- Speaking with iHeart Radio to get quotes for Spanish promotional radio spots to help promote La Marque to the Spanish-speaking community.
- Updated PowerPoint presentation slide deck for Stewart Title speaking event on Tuesday, March 4.

- Attended a speaking event with Stewart Title on Tuesday, March 4 at the Doyle Center. Brought promotional items and Inside La Marque to place at each seat for guests.
- Placed an ad in the March print edition of Houston Business Journal. Also sent them our All-America city logo for the article about the CEO Connections event.
- Speaking with Jeff Cornett from Expansion Solutions to see if we want to participate in an ad campaign with them this year.
- Worked with Marble Slab owner to help create a Facebook post about their soft opening on our Facebook page. This post was boosted to get more attraction. Also placed a weather strip ad for them in The Daily News Friday, March 7 paper.
- Working on a short video of Marble Slab to show that they are now open.
- Attended the TCLM Chamber State of the All-America Cities Luncheon on March 12. Brought our promotional items and Inside La Marque magazines to give out.
- Working on a Facebook campaign to promote our Business Improvement Fund Grant.
- Working on updating the PowerPoint presentation slide deck for speaking engagement at BACREN on Thursday, March 20.

Fiscal Year 2025

Notes

Vendor	Description	Estimated Budgeted Amount (\$150,000)	Encumbrance	Actual Expenditures
Comcast	TV Commercials	\$ 25,000.00	\$ 25,000.00	\$ 9,015.75
Facebook	Facebook Boosts	\$ 7,000.00	\$ 5,000.00	\$ 368.38
Texas City ISD	Yearbook Ad	\$ 150.00	\$ 150.00	\$ 150.00
Due North - Trade & Industry	Online Advertisement	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00
Galveston Daily News	Chamber Directory Ad	\$ 2,032.22	\$ 2,032.22	\$ 2,032.22
Galveston Daily News	1/2 page ad Progress Edition	\$ 750.38	\$ 750.38	\$ 750.38
Galveston Daily News	\$2 Challenge Sponsorship	\$ 5,000.00	\$ 5,000.00	\$ 5,175.00
Galveston Daily News	6-Month Ad Jan-June 2025	\$ 5,071.50	\$ 4,709.26	\$ 1,641.43
Galveston Daily News	Remaining 2024 6-Month Ad	\$ 3,054.63	\$ 3,125.40	\$ 3,125.40
Bennett Printing	Printing of Inside La Marque 4 Issues	\$ 25,000.00	\$ 19,425.00	\$ 6,475.00
Bennett Printing	Marketing Cards	\$ 305.00	\$ 305.00	\$ 339.00
4Imprint	Promotional Items	\$ 4,000.00	\$ 1,224.66	\$ 1,224.66
Houston Business Journal	HBJ Advertising	\$ 17,500.00	\$ 17,500.00	\$ 10,000.00
BAYHEB	Booth Share	\$ 500.00	\$ 336.20	\$ 336.20
iHeart Radio	Radio Spots	\$ 6,000.00	\$ 6,000.00	
Issuu	Online Flipbook for Inside La Marque	\$ 2,259.00		
BAYHEB	Aerial Map Advertisement	\$ 750.00		
Carva	Annual Subscription	\$ 119.99		
CityBook	Houston City Book 1 Page Ad	\$ 1,000.00		
Comcast	Commercial Production (2026)	\$ -		
Comcast	MLB Half Season PKG	\$ 4,800.00		
Comcast	MLB ESPN 2 (Spanish)	\$ 6,000.00		
Constant Contact	Annual Subscription	\$ 108.00		
Galveston Daily News	6-Month Ad July-Dec. 2025	\$ 5,071.50		
Expansion Solutions	1/2 page ad & Online Button	\$ 2,500.00		
iHeart Radio	Radio Spots (Spanish)	\$ 3,000.00		
TOTAL		\$ 130,472.22	\$ 94,058.12	\$ 44,133.42

Advertising & Promotional Budget - \$150,000



RIVER, LAKES
BAYS 'N BAYOUS TRASH BASH



Volunteers Needed

For Trash Bash, the largest
single-day litter cleanup of
the Galveston Bay Watershed

Join Us: Saturday
March 29, 2025
08:00 AM – 12:00 PM



Mac McGaffey
Highland Bayou Park
1991 Getty Rd.
La Marque, TX 77568



Schedule

- | | |
|------------------------|-------------------------------------|
| 8:00AM-9:00AM | Registration |
| 8:30AM-11:00AM | Cleanup |
| 11:00AM-12:00PM | Lunch, door prizes,
& activities |

Supplies provided. Great
for families, scouts, school,
or work groups

RSVP by
scanning the
QR code or
visit:



qr code or visit:
www.lamarque.org/trashbash

Page 738 of 743

VOTE VOTE VOTE VOTE VOTE VOTE VOTE VOTE VOTE VOTE

**LAST DAY TO
REGISTER TO
VOTE
APRIL 3, 2025**

EASTER EGG HUNT FOR BLIND AND VISUALLY IMPAIRED CHILDREN

An event hosted by
The La Marque Fire Marshal's Office
&
The La Marque Professional Firefighters Association

APRIL 12TH, 2025

Mac McGaffey Highland Bayou Park
1991 Getty Rd. La Marque, Texas
1pm-4pm



- AUDITORY EASTER EGG HUNT
- BUNNY PETTING ZOO
- FOOD AND REFRESHMENTS
- PRIZES AND GIVEAWAYS
- AND MORE TO COME



FOR SPONSORSHIPS AND DONATION INFORMATION
PLEASE CONTACT PATTY HUNTER
P.HUNTER@CITYOFLAMARQUE.ORG

SENIOR SAFETY SUMMIT



*Hurricane
Preparedness*



**29
APRIL**

9AM – 11AM



**COMMUNITY BRUNCH
SAFETY SEMINAR
CAMERA REGISTRY**

**El Lugar Event Center
1202 1st St.
La Marque, TX 77568**

**FREE COMMUNITY
EVENT!**

While the event is free,
registration is required
as seating is limited.
Please RSVP at:

qrcode.cityoflamarque.org/seniorsafety



CITY COUNCIL AGENDA FORM

Meeting Date: March 24, 2025

Agenda Item: 10.III.

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:

FISCAL IMPACT:



CITY COUNCIL AGENDA FORM

Meeting Date: March 24, 2025

Agenda Item: 11.III.

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

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HISTORY:

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