

ARPA Invitation for Bid (IFB) – 4x4 All-Terrain Vehicle

Cover Letter

December 14, 2023

Re: American Rescue Plan Act (ARPA)

Dear Vendors:

Attached is a copy of the Entity's Invitation for Bid ("IFB") for a 4 x 4 All-Terrain Vehicle. These items are being solicited to assist the County of Matagorda in completing and implementing programs and/or projects funded with its allocation of American Rescue Plan Act (ARPA) funds. The County has received an allocation of ARPA and desires to solicit bids for its programs and projects.

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

The submission requirements for this IFB are also included on the attached Invitation for Bid (IFB) form. Please submit the IFB to:

Crystal Morones, Matagorda County Grant Administrator
2200 7th Street, Room 208, Bay City, Texas 77414
Email to: cmorones@co.matagorda.tx.us

The deadline for submission of this IFB is 9:00 AM on Friday January 12, 2024. It is the responsibility of the submitting entity to ensure that the bid is received in a timely manner. IFBs received after the deadline will not be considered for award, regardless of whether the delay was outside the control of the submitting provider.

Matagorda County 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 IFBs.

Sincerely,

Crystal Morones
Matagorda County Grant Administrator

Invitation for Bid (IFB) for 4x4 All-Terrain Vehicle

The County of Matagorda is seeking to purchase a vehicle for their county Constable. The County has received an allocation of American Rescue Plan Act (ARPA) funds and desire to solicit bids in order to complete its ARPA programs and projects. The following are the required elements of this request for proposal. Information regarding this request for proposal and/or its ARPA Program can be provided by contracting the person listed as the Sole Point of Contact in item 12.

1. Consideration of Award

To be considered for award, respondents must adhere to the requirements as set forth by in Part 200 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Awards contained within this solicitation and provide all other required information and documentation as set forth in this solicitation.

2. Schedule of Events

Note: All dates are tentative, and Entity reserves the right to change these dates at any time. At the sole discretion of the Entity events listed in the Schedule of Events are subject to scheduling changes and cancellation. The Entity will make public any changes to stated.

| EVENT | DATE/TIME |
|---|--|
| Solicitation Release Date | WEDNESDAY DECEMBER 20, 2023 & WEDNESDAY, DECEMBER 27, 2023 |
| Deadline for Submitting Questions | 10:00 AM FRIDAY, DECEMBER 29, 2023 |
| Deadline for submission of IFB Responses [NOTE: Responses must be <u>RECEIVED</u> by the County by the deadline.] | 9:00 AM FRIDAY, JANUARY 12, 2024 |
| Evaluation Date | FRIDAY, JANUARY 12, 2024 |
| Anticipated Notice of Award | MONDAY, JANUARY 15, 2024 |
| Anticipated Contract Start Date | MONDAY, JANUARY 15, 2024 |

3. Scope of Work

The scope of work includes:

The following equipment purchase for the Matagorda County, Precinct #2 Constable's Office:

- 1) (1) 4x4 all-terrain vehicle
 - a) Options - Black or Grey Exterior (NOTE: *Options for pricing to either black or grey exterior is requested; however, only one option will be purchased.*)
 - b) Police Emergency Vehicle (PPV) Equipment (*see pricing sheet for more details*)

All responsible and responsive offers received prior to the closing date and time of this Invitation for Bid (IFB) will be considered. The responding offeror(s) shall submit a written copy of all warranty information prior to final acceptance by the Entity.

Offeror(s) shall include any descriptive literature such as illustrations, drawings, and/or a clear reference to previously furnished descriptive data or technical specifications for all items. All components shall be free from defects in materials and workmanship at the time of final acceptance by the Entity.

4. Contract Award, Term, Contract Amount

Contract Term

As a result of this IFB, more than one contract may be necessary to fulfill the County's equipment needs. The County reserves the right to award one Firm Fixed Price Contract per Equipment (Product) listed. Interested parties may submit the invitation for bid by 9:00 AM FRIDAY, JANUARY 12, 2024. Questions or Clarifications for this IFB are due by 10:00 AM FRIDAY, DECEMBER 29, 2023.

Offeror(s) must not be debarred in the System for Award Management. SAM.gov will be checked prior to awarding the contract. If an offeror is not registered with SAM.gov, or the offeror is debarred, then the offeror's proposal will not be evaluated.

5. Contract Amount

Initial total compensation under any contract awarded shall not exceed the amount submitted by respondent on Pricing Sheet. [However, notwithstanding the preceding, the Entity reserves the right to increase this amount if additional funding becomes available during the term of the Contract, including any extensions.]

6. No Guarantee of Volume, Usage or Compensation

The County makes no guarantee of volume, usage, or total compensation to be paid to any Respondent under any awarded Contract, if any, resulting from this Solicitation. Any awarded Contract is subject to appropriations and the continuing availability of funds.

7. Governmental Entities

The selected respondent shall be bound to specific terms and conditions found in Part 200 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Awards and Title 10, General Government; Subtitle F, State and Local Contracts and Funds Management; Chapter 2252.

8. Other Applicable Conditions

In all contracts, recipients, vendors, contractors, and other applicable sources must specifically refer to the project or provide detailed information regarding the purchase or work being funded. In addition to other Federal and State provisions required, all contracts must address, if applicable, any contract provisions provided in Exhibit B. This IFB and subsequent contract will be subject to same ARPA Terms and Conditions the Recipient must comply with and the award bidder 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.

- Debarment and Suspension (Executive orders 12549 and 12689) – A contract award must not be made to parties listed on the government wide exclusions list in the System for Award Management (SAM).
- For contracts greater than \$10,000, provisions for termination by the jurisdiction, including the manner by which termination shall be affected and the basis for settlement.
- Access to Records (formerly 24 CFR 85.36 (i)(10))
- Retainage of Records (formerly 24 CFR 85.36(i)(11))

For contracts greater than \$50,000, provisions for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.

9. Changes, Amendment or Modification to Solicitation

The Entity reserves the right to change, amend or modify any provision of this solicitation, or to withdraw this solicitation, at any time prior to award, if it is in the best interest of the Entity and make public any changes, amendment, or modification. It is the responsibility of the respondent to periodically check the City/County website to ensure full compliance with the requirements of this solicitation.

10. Irregularities

Any irregularities or lack of clarity in this solicitation should be brought to the attention of the Point of Contact listed in this solicitation as soon as possible so corrective addenda may be furnished to prospective Respondents.

11. Informalities

The Entity reserves the right to waive minor informalities in a solicitation response if it is in the best interest of the Entity. A "minor informality" is an omission or error that, in the Entity's determination if waived or modified when evaluating solicitation responses, would not give a respondent an unfair advantage over other respondents or result in a material change in the solicitation response or solicitation requirements.

12. Sole Point of Contact

All requests, questions, or other communication about this solicitation shall be made in writing to the Entity, addressed to the person listed below (Sole Point of Contact). Additionally, a phone number is provided for purposes such as instructing a potential respondent through matters referenced in this solicitation. Communications via telephone are not binding.

Respondents seeking to contact the Sole Point of Contact should do so via e-mail or telephone in order to receive updated contact information.

| | |
|--------------|--|
| Name | Keith Sullivan |
| Title | Matagorda County, Precinct #2 Constable's Office |
| Phone | 979-240-1272 |
| Email | ksullivan@co.matagorda.tx.us |

13. Prohibited Communication

On issuance of this solicitation, except for the written and/or telephone inquiries described in the Sole Point of Contact section 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 or their representative(s). 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.**

14. Questions

The Entity will allow written questions and requests for clarification of this solicitation. Questions must be submitted in writing and sent by email to the Point of Contact listed in the Solicitation above. Respondents' names will be removed from questions in any responses released. Questions shall be submitted in the following format. Submissions that deviate from this format may not be accepted:

- a. Identifying Solicitation Description: "ARPA: IFB - PPV VEHICLE - CONSTABLE'S OFFICE."
- b. Section Number, if applicable
- c. Paragraph Number, if applicable
- d. Page Number
- e. Text of passage being questioned
- f. Question

Note: Questions or other written requests for clarification must be received by the Point of Contact by the deadline set forth in the solicitation. However, the Entity, at its sole discretion, may respond to questions or other written requests received after the deadline. Please provide company name, address, phone number; fax number, e-mail address, and name of contact person when submitting questions.

15. Clarifications

Respondents must notify the Point of Contact of any ambiguity, conflict, discrepancy, exclusionary specifications, omission, or other error in the solicitation in the manner and by the deadline for submitting questions. If a respondent fails to properly and timely notify the Point of Contact of such issues, the respondent submits its solicitation at its own risk, and if awarded a Contract: (1) shall have waived any claim of error or ambiguity in the solicitation and any resulting Contract, (2) shall not contest the interpretation by any Entity of such provision(s), and (3) shall not be entitled to additional compensation, relief, or time by reason of ambiguity, error, or later correction.

16. Responses

Responses to questions or other written requests for clarification may be posted on the Entity website. The Entity reserves the right to amend answers prior to the deadline of solicitation Responses. Amended answers may be posted on the Entity website. It is respondent's responsibility to check the Entity website or contact the Point of Contact for updated responses. The Entity also reserves the right to decline to answer any question or questions or to provide a single consolidated response of all questions they choose to answer in any manner at the Entity’s sole discretion.

17. Solicitation Response Submission and Delivery

Solicitation responses must be received at the address indicated below and be time-stamped or otherwise acknowledged by the Entity no later than the date and time specified in the Schedule of Events.

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.

18. Delivery

Respondents must deliver solicitation responses by one of the methods below. Solicitation responses submitted by any other method will NOT be considered.

| Hand Delivery, U.S. Postal Service, Overnight/Express Mail | Email |
|---|--|
| Matagorda County Attn: Crystal Morones - Grant Administrator 2200 7 th Street, Room 208 Bay City, Texas 77414 | Matagorda County Attn: Crystal Morones - Grant Administrator cmorones@co.matagorda.tx.us |

****PLEASE MARK ALL RESPONSES AS FOLLOWS:**

ARPA: IFB - PPV VEHICLE - CONSTABLE'S OFFICE**

NOTE: All solicitation responses become the property of Entity after submission and will not be returned to respondent. It is the respondent’s responsibility to appropriately mark and deliver the solicitation response to the Entity by the specified date. A U.S. Postal Service (USPS) postmark or round validation stamp; a mail receipt with the date of mailing, stamped by the USPS; a dated shipping label, invoice of receipt from a commercial carrier; or any other documentation in lieu of the on-site time stamp WILL NOT be accepted.

19. Alterations, Modifications, and Withdrawals

Prior to the Solicitation submission deadline, a respondent may: (1) withdraw its solicitation response by submitting a written request to the Point of Contact identified above; or (2) modify its solicitation response by submitting a written amendment to the Point of Contact identified above. The Entity may request solicitation response Modifications at any time.

20. Evaluation Criteria

Solicitation responses shall be evaluated in accordance with Part 200 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirement and Chapter 2254 of the Texas Government Code. The Entity will make the selection on the basis of demonstration of fair and reasonable pricing.

Note: For purchases of equipment only, Exhibit A Pricing Sheet should be used.

21. Other Information

The Entity may contact references provided in response to this Solicitation, contact respondent's clients, or solicit information from any available source.

22. 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.

23. Additional Evaluation Criteria

All solicitations will be evaluated based on Responsiveness and Price. Responsiveness means adhering to the Terms and Conditions and specifications of the supplies requested. If an offeror(s) who has the lowest price is deemed to be non-responsive, Entity will disqualify the offer and evaluate the response of the next lowest priced responsive offeror.

NOTE: Purchases which exceed the Simplified Acquisition Threshold (SAT), must include evaluation criteria.

24. Competitive Range and Best and Final Offer

The Entity may determine that certain solicitation responses are within the competitive range and may use this range to award multiple Contracts. If the Entity elects to limit award consideration to a competitive range, the competitive range will consist of the solicitation responses that receive the highest or most satisfactory ratings, based on the published evaluation criteria and procedures governing this procurement. The Entity, in the interest of administrative efficiency, may place reasonable limits on the number of solicitation responses that will be included in the competitive range.

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.

25. Litigation and Contract History

If applicable respondents must include in its solicitation response a complete disclosure of any alleged or significant contractual failures. In addition, respondents must disclose any civil or criminal litigation or investigation pending over the last five (5) years that involves respondent or in which respondent has been judged guilty or liable. Failure to comply with the terms of this provision may disqualify respondents. Solicitation response may be rejected based upon respondent's prior history with the State of Texas or with any other party that demonstrates, without limitation, unsatisfactory performance, adversarial or contentious demeanor, or significant failure(s) to meet contractual obligations.

26. Conflicts

Respondent must certify that it does not have any personal or business interests that present a conflict of interest with respect to the IFB and any resulting contract. Additionally, if applicable, the respondent must disclose all potential conflicts of interest. The respondent must describe the measures it will take to ensure that there will be no actual conflict of interest and that its fairness, independence, and objectivity will be maintained. The Entity will determine to what extent, if any, a potential conflict of interest can be mitigated and managed during the term of the contract. Failure to identify actual and potential conflicts of interest may result in disqualification of a solicitation response or termination of a contract.

Please include any activities of affiliated or parent organizations and individuals who may be assigned to this Contract, if any.

EXHIBIT A - Pricing Sheet

Bidders are encouraged to respond to all equipment listed in the below pricing sheet but are not required to respond to all equipment listed as a requirement of eligibility for award. Multiple Contracts may be awarded as a result of this solicitation.

Price Sheet

| Quantity | Description of Products | Cost per Unit (Ea.) | Extended Price |
|-----------------|---|----------------------------|-----------------------|
| | VEHICLE: | | |
| 1 | 4x4 All-Terrain Vehicle | | |
| | *Option A - White Exterior | \$ | \$ |
| | *Option B - Grey Exterior | \$ | \$ |
| | | | |
| | POLICE PURSUIT VEHICLE EQUIPMENT(UPFITTING): | | |
| | | | |
| 2 | Single Bracket | \$ | \$ |
| | | | |
| 6 | Lighthouse LED RED/BLUE | \$ | \$ |
| | | | |
| 2 | Array License Plate Bracket | \$ | \$ |
| | | | |
| 1 | SPOTLIGHT LEFT HAND LED | \$ | \$ |
| | | | |
| | | | |
| | TOTAL ALL LINE ITEMS: | \$ | \$ |

Exhibit B – ARPA Required Contract Provisions for EC 6.1 Projects

EXHIBIT B – Required Provisions for ARPA EC 6.1 / Revenue Loss projects

| THRESHOLD | PROVISION | CITATION | PROVISION APPLIES TO: |
|------------------------------------|--|--|-----------------------|
| ARPA Terms & Conditions | | | |
| ARPA Terms, Conditions, & Records | <p>1. Use of Funds.</p> <p>a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury’s regulations implementing that section, and guidance issued by Treasury regarding the foregoing.</p> <p>b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.</p> | <p>Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2;</p> <p>Section 602(b), 603(b) and/or 603 (c) as applicable</p> | Subrecipients |
| ARPA Terms, Conditions, & Records | <p>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.</p> | <p>Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2;</p> <p>Section 602(b), 603(b) and/or 603 (c) as applicable</p> | Subrecipients |
| ARPA Terms, Conditions, & Records | <p>3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.</p> | <p>Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2;</p> <p>Section 602(b), 603(b) and/or 603 (c) as applicable</p> | Subrecipients |
| ARPA Terms, Conditions, & Records | <p>4. Maintenance of and Access to Records</p> <p>a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury’s regulations implementing that section, and guidance issued by Treasury regarding the foregoing.</p> <p>b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.</p> <p>c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.</p> | <p>Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2;</p> <p>Section 602(b), 603(b) and/or 603 (c) as applicable</p> | Contractor RFP/IFB |
| | | | Contractor RFQ |
| | | | Subrecipients |
| | | | Vendors |
| | | | EC 6.1 Awardees |

Exhibit B – ARPA Required Contract Provisions for EC 6.1 Projects

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|-----------------------------------|---|---|---|
| ARPA Terms, Conditions, & Records | 5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award. | Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603 (c) as applicable | Subrecipients |
| 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 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112. | 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 EC 6.1 Awardees |
| 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 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury [ARPA/SLFRF EC 6.1 applicable Uniform Guidance Sections are specifically listed/included at end of this document] . Subpart F – Audit Requirements | | Contractor RFP/IFB Contractor RFQ Subrecipients Vendors EC 6.1 Awardees |

Exhibit B – ARPA Required Contract Provisions for EC 6.1 Projects

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| <p>of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.</p> <p>ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.</p> <p>iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.</p> <p>iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury’s implementing regulation at 31 C.F.R. Part 19.</p> <p>v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.</p> <p>vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20. (Subrecipient Only)</p> <p>vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.</p> <p>viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.</p> <p>ix. Generally applicable federal environmental laws and regulations.</p> <p>c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:</p> <p>i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury’s implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;</p> <p>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;</p> <p>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;</p> <p>iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury’s implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and</p> <p>v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.</p> | | |
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Exhibit B – ARPA Required Contract Provisions for EC 6.1 Projects

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| 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 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act. | Section 9901 of the American 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 (city/county) |
| 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 EC 6.1 Awardees |
| 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 | Contractor RFQ Subrecipients EC 6.1 Awardees |
| 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 |

Exhibit B – ARPA Required Contract Provisions for EC 6.1 Projects

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| <p>ARPA Terms, Conditions, & Records</p> | <p>15. Disclaimer.</p> <p>a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.</p> <p>b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.</p> | <p>Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2;</p> <p>Section 602(b), 603(b) and/or 603 (c) as applicable</p> | <p>Subrecipients</p> |
| <p>ARPA Terms, Conditions, & Records</p> | <p>16. Protections for Whistleblowers.</p> <p>a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.</p> <p>b. The list of persons and entities referenced in the paragraph above includes the following:</p> <ul style="list-style-type: none"> 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. <p>c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.</p> | <p>Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2;</p> <p>Section 602(b), 603(b) and/or 603 (c) as applicable</p> | <p>Contractor RFP/IFB</p> <p>Contractor RFQ</p> <p>Subrecipients</p> <p>Vendors</p> <p>EC 6.1 Awardees</p> |
| <p>ARPA Terms, Conditions, & Records</p> | <p>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.</p> | <p>Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2;</p> <p>Section 602(b), 603(b) and/or 603 (c) as applicable</p> | <p>Contractor RFP/IFB</p> <p>Contractor RFQ</p> <p>Subrecipients</p> <p>Vendors</p> <p>EC 6.1 Awardees</p> |

Exhibit B – ARPA Required Contract Provisions for EC 6.1 Projects

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| <p>ARPA Terms, Conditions, & Records</p> | <p>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</p> | <p>Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2;</p> <p>Section 602(b), 603(b) and/or 603 (c) as applicable</p> | <p>Contractor RFP/IFB</p> <p>Contractor RFQ</p> <p>Subrecipients</p> <p>Vendors</p> <p>EC 6.1 Awardees</p> |
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Applicable Uniform Guidance Sections

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| <p>None</p> | <p>Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”</p> <p><u>41 CFR 60-1.4 Equal opportunity clause.</u></p> <p>(b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:</p> <p>The [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:</p> <p>During the performance of this contract, the contractor agrees as follows:</p> <p>(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:</p> <p>Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be</p> | <p>2 CFR 200 APPENDIX II (C) and 41 CFR §60-1.4(b)</p> | <p>Contractor RFP/IFB</p> <p>Contractor RFQ</p> <p>Subrecipients</p> |
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Exhibit B – ARPA Required Contract Provisions for EC 6.1 Projects

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| | <p>provided setting forth the provisions of this nondiscrimination clause.</p> <p>(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.</p> <p>(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.</p> <p>(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.</p> <p>(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.</p> <p>(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.</p> <p>(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.</p> <p>(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:</p> <p>(9) Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a</p> | | |
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Exhibit B – ARPA Required Contract Provisions for EC 6.1 Projects

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| | <p>result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.</p> <p>(10) The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.</p> <p>(11) The [recipient] agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the recipienting agency in the discharge of the agency's primary responsibility for securing compliance.</p> <p>The recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the [recipient] agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.</p> | | |
| None | <p>The Federal awarding agency must establish conflict of interest policies for Federal awards. The non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.</p> | 2 CFR 200.112 | <p>Contractor RFP/IFB</p> <p>Contractor RFQ</p> <p>Subrecipients</p> <p>EC 6.1 Awardees</p> |
| None | <p>The non-Federal entity or applicant for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Non-Federal entities that have received a Federal award including the term and condition outlined in appendix XII to this part are required to report certain</p> | 2. CFR 200.113 | <p>Contractor RFP/IFB</p> <p>Contractor RFQ</p> <p>Subrecipients</p> |

Exhibit B – ARPA Required Contract Provisions for EC 6.1 Projects

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| | civil, criminal, or administrative proceedings to SAM (currently FAPIIS). Failure to make required disclosures can result in any of the remedies described in § 200.339 . (See also 2 CFR part 180 , 31 U.S.C. 3321 , and 41 U.S.C. 2313 .) | | Vendors EC 6.1 Awardees |
| None | Non-Federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180 . The regulations in 2 CFR part 180 restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. | 2 CFR 200.214 | Contractor RFP/IFB Contractor RFQ Subrecipients Vendors EC 6.1 Awardees |
| Over \$50,000 | Federal awarding agencies and recipients are subject to the regulations implementing Never Contract with the Enemy in 2 CFR part 183 . The regulations in 2 CFR part 183 affect covered contracts, grants and cooperative agreements that are expected to exceed \$50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities. | 2 CFR 200.215 | Contractor RFP/IFB Contractor RFQ Subrecipients Vendors EC 6.1 Awardees |
| None | (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). | 2 CFR 200.216 | Contractor RFP/IFB Contractor RFQ Subrecipients Vendors EC 6.1 Awardees |

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| | <p>(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.</p> <p>(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.</p> <p>(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.</p> <p>(c) See Public Law 115-232, section 889 for additional information.</p> <p>(d) See also § 200.471.</p> | | |
| None | <p>Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms.</p> <p>(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.</p> <p>(b) Affirmative steps must include:</p> <ol style="list-style-type: none"> (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section. | 2 CFR 200.321 | <p>Contractor RFP/IFB</p> <p>Contractor RFQ</p> <p>Subrecipients</p> |
| None | <p>Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual</p> | 2 CFR 200.334 | <p>Contractor RFP/IFB</p> <p>Contractor RFQ</p> |

Exhibit B – ARPA Required Contract Provisions for EC 6.1 Projects

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| <p>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:</p> <p>(a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions and regulations.</p> <p>(b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.</p> <p>(c) Records for real property and equipment acquired with Federal funds must be retained for three years after final disposition. All records related to ARPA shall be maintained for 5 years per the ARPA terms and conditions and regulations.</p> <p>(d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity All records related to ARPA shall be maintained for 5 years per the ARPA terms and conditions and regulations. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations.</p> <p>(e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.</p> <p>(f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).</p> <p>(1) <i>If submitted for negotiation.</i> If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission. 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</p> | | <p style="color: magenta;">Subrecipients</p> <p style="color: green;">Vendors</p> <p style="color: red;">EC 6.1 Awardees</p> |
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Exhibit B – ARPA Required Contract Provisions for EC 6.1 Projects

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| | 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 | <p>Contractor RFP/IFB</p> <p>Contractor RFQ</p> <p>Subrecipients</p> <p>EC 6.1 Awardees</p> |
| Other References | | | |
| 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 | <p>Contractor RFP/IFB</p> <p>Contractor RFQ</p> <p>Subrecipients</p> <p>EC 6.1 Awardees</p> |
| >\$100,000 | <p>PROVISION REQUIRED IN CONTRACT.</p> <p>(a) This section applies only to a contract that:</p> <p style="padding-left: 20px;">(1) is between a governmental entity and a company with 10 or more full-time employees; and</p> <p style="padding-left: 20px;">(2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.</p> <p>(b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:</p> <p style="padding-left: 20px;">(1) does not boycott Israel; and</p> <p style="padding-left: 20px;">(2) will not boycott Israel during the term of the contract.</p> | Texas Government Code 2271 | <p>Contractor RFP/IFB</p> <p>Contractor RFQ</p> <p>Subrecipients</p> <p>Vendors</p> <p>EC 6.1 Awardees</p> |
| | Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. | 42 U.S.C. 6201 | <p>Contractor RFP/IFB</p> <p>Subrecipients</p> |
| | The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be | Section 504 of the Rehabilitation Act | Subrecipients |

Exhibit B – ARPA Required Contract Provisions for EC 6.1 Projects

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| | subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance. | of 1973, as amended. | |
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EXHIBIT C - Insert Warranty Offered with Vehicle

(Supplied by Proposal Responder/Bidder i.e. Vendor)

**EXHIBIT D - Insert System for Award Management (SAM) Record Search
for company name and company principal**

(Supplied by Proposal Responder/Bidder i.e. Vendor)

EXHIBIT E - Conflict of Interest Questionnaire – Form CIQ

| CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity | | FORM CIQ |
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| <p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p> | OFFICE USE ONLY | |
| <p>1 Name of vendor who has a business relationship with local governmental entity.</p> | Date Received | |
| <p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p> | | |
| <p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p> | | |
| <p>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.</p> <p style="margin-left: 40px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 80px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p style="margin-left: 40px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 80px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> | | |
| <p>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.</p> | | |
| <p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p> | | |
| <p>7</p> <p style="text-align: center;"> _____ Signature of vendor doing business with the governmental entity </p> <p style="text-align: right; margin-right: 100px;"> _____ Date </p> | | |

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

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

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

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

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

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

(2) the vendor:

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

{i} a contract between the local governmental entity and vendor has been executed;

or

{ii} the local governmental entity is considering entering into a contract with the vendor;

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

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

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

Local Government Code § 176.003(a) and (a-1)

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

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

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

{3} has a family relationship with a local government officer of that local governmental entity.

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

{1} the date that the vendor:

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

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

{2} the date the vendor becomes aware:

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

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

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

EXHIBIT F - Certification Regarding Lobbying

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

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

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

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

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

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

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

Signature of Contractor's Authorized Official

Printed Name and Title of Contractor's Authorized Official

Date

EXHIBIT G – Disclosure of Lobbying Activities

Instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

Approved by OMB
0348-0046

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

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

EXHIBIT H - Certificate of Interested Parties

(To be Completed by Awarded Vendor)

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