

# **Matagorda County**

2200 7<sup>th</sup> Street, Room 208, Bay City, TX 77414

## **REQUEST FOR PROPOSALS FOR CONSTRUCTION SERVICES FOR COUNTY ROAD REPAIRS - PRECINCT #1**

This project is supported, in whole, by the American Rescue Plan Act (ARPA) program, awarded to Matagorda County by the U.S. Department of the Treasury.



**Proposals are due no later than**

May 25, 2023

Prepared By: Auditor's Office

**American Rescue Plan Act (ARPA)**  
**Cover Letter**  
**Request for Proposals (RFP) – Construction Services**

April 26, 2023

Re: Solicitation of Construction Services for the maintenance and repairs on Boone Road, Savage Road, and Allenhurst Road funded with Coronavirus State and Local Fiscal Recovery Funds (CLFRF) allocated under the American Rescue Plan Act (ARPA)

Matagorda County has received an allocation of Coronavirus State and Local Fiscal Recovery Funds (CLFRF) funded by the American Rescue Plan Act (ARPA) and is issuing a Request for Proposals (RFP) to solicit responses for a construction contract with a System for Award Management (SAM.gov) registered vendor. The RFP solicitation is to assist the Matagorda County in providing construction services for projects funded with its allocation of ARPA funds.

The Sole Point of Contact for this solicitation may provide information regarding this RFP. The RFP response schedule of events is located in the Section 1 - *Schedule of Events* chart.

The Respondent is responsible to ensure that their RFP response is received in a timely manner. 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. Matagorda County reserves the right to negotiate with any and all service providers submitting timely responses, to reject any and all bids, and select multiple responders if it deems and/or desires to do so.

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 proposals.

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## SECTION 1 – SCHEDULE OF EVENTS AND SELECTION CONDITIONS

### 1.1 SCHEDULE OF EVENTS – ALL DATES ARE TENTATIVE

- 1.1.1 The Entity reserves the right to change dates at any time. At the sole discretion of the Entity, events listed in Section 1 are subject to scheduling changes and cancellation. The Entity will make public any changes to the stated schedule.
- 1.1.2 All requests, questions, or other communication about this solicitation shall be made in writing and addressed to the Entity’s Sole Point of Contact listed in Section 1. Only the Sole Point of Contact may be contacted regarding required elements for this RFP.

<b>SCHEDULE OF EVENTS COUNTY ROAD REPAIRS - PRECINCT #1</b>	
<b>RETURN QUESTIONS AND RESPONSES TO THE SOLE POINT OF CONTACT BELOW:</b> <b>NAME: Crystal Morones</b> <b>ADDRESS: 2200 7<sup>th</sup> Street, Room #208, Bay City, Texas 77414</b> <b>EMAIL: cmorones@co.matagorda.tx.us</b> <b>PHONE: (979) 479-7256</b>	
<b>RESPONSES FOR THIS RFP MUST BE SUBMITTED VIA EMAIL OR HAND DELIVERED TO THE SOLE POINT OF CONTACT IDENTIFIED ABOVE.</b>	
<b>SCHEDULE OF EVENTS</b>	
<b>RFP ISSUED DATES:</b>	<b>April 26, 2023 and May 3, 2023</b>
<b>RESPONDER QUESTIONS DUE:</b>	<b>May 17, 2023 at 11:00 AM</b>
<b>MANDATORY PRE-BID MEETING:</b> The Entity shall reject responses submitted by firms that do not attend the mandatory pre-bid meeting.	<b>May 17, 2023 at 2:00 PM</b> <b>2200 7<sup>th</sup> Street, Conference Room, 4<sup>th</sup> Floor</b> <b>Bay City, Texas 77414</b>
<b>RFP SUBMITTAL DUE DATE:</b>	<b>MAY 25, 2023 at 2:00 PM</b>
<b>ESTIMATED AWARD DATE:</b>	<b>JUNE 5, 2023</b>

## **1.2 SELECTION OF RESPONDENT(S)**

- 1.2.1 The Entity intends to select Respondents(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 entities 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 Responder to perform the work, and the Responder 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 Responder, their proposed subcontractors, and other persons or organizations submitted within a Responder'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 Responder(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 Responders will be evaluated and selected.**

## **SECTION 2 – INTRODUCTION**

### **2.1 GENERAL DESCRIPTION OF THE SCOPE OF WORK (SOW) – SEE SECTION 3 AND EXHIBIT A FOR SOW DETAILS**

2.1.1 The Entity is seeking construction contractor(s) experienced in providing road maintenance and repair services. General details for the project include:

2.1.1.1 **Project Name: County Road Repairs - Precinct #1**

2.1.1.2 **Project Location: Boone Road, Savage Road, and Allenhurst Road all located in the Van Vleck, Texas area**

2.1.1.3 **General Description:** Grind existing chip seal on roads, shape road, and compact. Finishing with 2 coats of oil (one coat of each PB3 and PB4)

2.1.1.4 **Items that are NOT a part of this scope:** (Example: On-site utilities will NOT be replaced.)

2.1.1.5 **Time of Work:** Work on this project may be performed Monday-Friday during the hours of 8:00 AM to 5:00 PM. Work may be performed on weekend during same hours.

2.1.1.6 The scope of work includes all labor, materials, goods and/or services necessary to complete the project. See **Section 3 and Exhibit A** for detailed scope of work. The respondent shall submit a written copy of all warranty information prior to final acceptance by Entity.

### **2.2 CONSIDERATION OF AWARD**

2.2.1 To be considered for award, respondents must adhere to the requirements, when applicable to Contractors, as set forth in Exhibit B, including the ARPA Terms and Conditions, 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.

### **2.3 CONTRACT AWARD**

2.3.1 The Entity may award a Firm Fixed Price Contract. A Respondent's proposal must be responsive to this solicitation and include all required documents listed in Section 5 and Attachments A-L.

### **2.4 TERM OF CONTRACT**

2.4.1 The contract shall be effective upon date of execution (signed by the Entity designee.) The contract term is projected for a term of 90 days calendar days after the Notice to Proceed (NTP) for construction is issued. Upon expiration of the initial term, the contract may, at the sole discretion of the Entity, be renewed via approved Contract Change Order with the same terms and conditions. All work on this project shall be completed and accepted by Entity no later than 10/31/2023.

## 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 Responder 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 Responder 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 Responder 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 Responder finds discrepancies in or omissions from the specifications or other documents or be in doubt as to their meaning, Responder should at once notify the Entity Contact Person and obtain clarification prior to submitting a response.
- 2.5.6 All Responders must meet or exceed the minimum specifications to be considered as 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 Responder or to the Responder who provides goods or services at the best value for the Entity.
- 2.5.7 If a response contains proprietary information, the Responder must declare such information as proprietary if Responder does not want information to become public. The Entity will honor specific requests for confidentiality for information of a proprietary nature only to the extent allowed by law if clearly marked by Responder as "Proprietary" or "Confidential."
- 2.5.8 The Responder agrees to protect the Entity from claims involving infringement of patents or copyrights.
- 2.5.9 There is no guarantee a contract will be awarded. The Entity reserves the right to cancel this RFP at any time.
- 2.5.10 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 Responder 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.



2.5.11 RFP Responders assume all costs of preparation of the proposal. RFP responses become the property of the Entity.

## **2.6 REQUEST FOR ADDITIONAL INFORMATION**

2.6.1 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 in Section 1 above. Respondents' names will be removed from questions in any responses released.

2.6.2 Questions shall be submitted in the following format. Submissions that deviate from this format may not be accepted:

2.6.2.1 Identifying Solicitation number, if applicable

2.6.2.2 Page Number

2.6.2.3 Section Number, if applicable

2.6.2.4 Paragraph Number, if applicable

2.6.2.5 Text of passage being questioned

2.6.2.6 Question

2.6.3 Questions or other written requests for clarification must be received by the Point of Contact by the deadline set forth in Section 1. However, the Entity, at its sole discretion, may respond to questions or other written requests received after the deadline.

## **2.7 PROHIBITED COMMUNICATION**

2.7.1 On issuance of this solicitation, except for the written inquiries described in 6.0 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.

## **2.8 ALTERATIONS, MODIFICATIONS, AND WITHDRAWALS**

2.8.1 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 in Section 1. The Entity may request solicitation response modifications at any time.

## **2.9 TERMINATION CONDITIONS**

### **2.9.1 FAILURE TO ENTER CONTRACT**

Should the bidder, to whom the contract is awarded, fail to enter into a contract within 21 days, Sundays and holidays excepted, the Entity may then, at its option, retain the bidder's bid deposit/bond (if required) and accept the bid of the next lowest responsible bidder.

### **2.9.2 DISPUTE RESOLUTION**

2.9.2.1 Contract documents shall provide that 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.

### 2.9.3 **ACQUISITION, MERGER, SALE AND/OR TRANSFER OF BUSINESS, ETC.**

2.9.3.1 It is understood by all parties that if, during the life of the contract, the contractor disposes of his/her business concern by acquisition, merger, sale and or/transfer or by any means convey 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.

### 2.9.4 **TERMINATION OF CONTRACT**

2.9.4.1 **For Cause:** This Agreement may be terminated by the Entity for cause, including any nonperformance by the Contractor; failure of the Contractor to fulfill in a timely and proper manner its obligations under this Agreement; or violation of any of the covenants, agreements, or stipulations of the Agreement, upon thirty (30) days written notice to Contractor 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 Contractor. Cause for termination shall include any material failure by Contractor to comply with any term of this Agreement.

2.9.4.1.1 In such event, all finished or unfinished services, documents, data, maps, studies, surveys, drawings, models, photographs and reports prepared by the Contractor under this Agreement shall, at the option of the Entity, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

2.9.4.1.2 Notwithstanding the above, the Contractor shall not be relieved of liability to the Entity for damages sustained by the Entity by virtue of any breach of this Agreement by the Contractor, and the Entity may withhold any payments to the Contractor for the purposes of set-off until such time as the exact amount of damages due the Entity from the Contractor is determined.

2.9.4.1.3 The contractor 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.

2.9.4.1.4 In case of default by the contractor, the Entity may procure the goods or services from other sources and hold the contractor responsible for any excess cost.

2.9.4.1.5 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.

2.9.4.1.6 If this Agreement is terminated for cause, excluding funding discontinuance or disapproval, Contractor 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.

2.9.4.2 **For Convenience of the Entity:** The Entity may terminate this Agreement at any time by giving at least thirty (30) days notice in writing to the Contractor. If the Contractor is terminated by the Entity as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Agreement, less payments of compensation previously made. If this Agreement is terminated due to the fault of the Contractor, per Section above relative to termination shall apply.

- 2.9.5 **Post Expiration and Termination Procedures:** Upon expiration or in the event of a prior termination, all remaining and unspent grant funds, shall immediately become the sole and separate property of the Entity and the Contractor 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 product prepared by the Contractor under this Agreement or with grant funds shall, at the option of the Entity, become Entity's property.

## **2.10 TRANSITIONAL PERIOD**

- 2.10.1 In the event services are terminated by contract expiration or by voluntary termination by either the Contractor or the Entity, the Contractor shall continue all terms and conditions of said contract for a period not to exceed thirty (30) days at the Entity's request.

## **SECTION 3 – SCOPE OF WORK/TECHNICAL SPECIFICATIONS**

### **3.1 MINIMUM REQUIREMENTS**

- 3.1.1 The selected Responder shall have no convictions or civil judgments preceding nor there after 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 Responder 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, Respondent's staff must meet and maintain current certifications and or licensure requirements as mandated by the state law or appropriate licensing authority.
- 3.1.4 Respondent must be not debarred at the time of response submission. Prior to award, the Respondent must provide proof of registration, active/good standing and non-debarment status in the System for Award Management (SAM.gov) and this will be checked prior to award of the contract. If a respondent is not registered with SAM.gov, or the respondent is debarred, then the respondent's proposal will not be evaluated.

### **3.2 SCOPE OF SERVICES**

- 3.2.1 **The required services shall be performed in accordance with Key Tasks as described below and attached Exhibits:**
- 3.2.1.1 **Exhibit A:** Project Scope of Work
  - 3.2.1.2 **Exhibit B:** Required Contract Provisions
  - 3.2.1.3 **Exhibit C:** Prevailing Wage Decision
  - 3.2.1.4 **Exhibit D:** Relevant construction specification, maps, e.g., municipal/state code specifications, program guidelines, etc. (if available)
- 3.2.2 The Entity expects selected Respondent to have knowledge and experience of general construction policies, procedures, and guidelines.

### 3.3 KEY TASKS

- 3.3.1 Management of all construction phases (specific to the construction scope of work) to include but not limited to site prep/grading, foundation (including all underground plumbing, electrical & gas line), demolition, lead paint/asbestos assessments and abatement, dry-in (framing, exterior doors, windows, roofing, weatherization and exterior siding/masonry), rough-in (plumbing, mechanical, electrical and gas), insulation, drywall, interior trim/doors, painting, carpet and flooring, cabinets and countertop, finish (electrical, plumbing, mechanical & gas), hookup and punch list.
- 3.3.2 Maintain a pool of general/subcontractors, Architect Engineers (A/E) Firms, and other trades adequate to complete construction adhering to City's requirements and time constraints identified in this document.
- 3.3.3 Provide timely payments to sub-consultants, general/subcontractors, trades, etc.
- 3.3.4 Obtain or ensure that all necessary permits to perform demolition and/or construction activities as required, and that Certificates of Compliance (as applicable) are issued and properly documented.
- 3.3.5 Provide a warranty on all completed construction. At a minimum, 1-year warranty for workmanship and materials and a 10-year warranty for structure, and appliance warranty from manufacturer shall be provided.
- 3.3.6 Perform periodic monitoring of construction during all construction phases. Respondents shall provide an assigned superintendent at each project site and notify the Entity of the assignment or re-assignment of superintendent within 48 hours. The Entity reserves the right to require a superintendent to be on-site during all construction and establish a maximum ratio of projects for each superintendent.
- 3.3.7 Participate in progress inspections performed by the Entity inspectors (or assignees) to ensure compliance with construction requirements, applicable building codes, zoning requirements, plan specifications and minimum structural elevation per the Federal Emergency Management Agency's (FEMA) Elevation Certificate (if applicable).
- 3.3.8 When applicable, provide wage rate documentation (or certified payrolls) on a weekly basis. Allow for access to the site to interview employees and provide photographs of required on-site (location TBD) signage as instructed by the Entity.
- 3.3.9 Provide excellent customer service for others impacted during construction activities. Firm shall be responsive to requests and communicate on a regular basis with the Entity; coordinate relocation issues such as utility connects/disconnects, schedules, storage; and ensure that those impacted by construction are fully informed of the construction process.
- 3.3.10 Provide and maintain all original and copies of supporting documentation to include but not limited to construction draws, liens, releases from vendors, subcontractors; and suppliers.
- 3.3.11 Furnish progress reporting as determined or requested by the Entity.
- 3.3.12 Coordinate with local governmental jurisdictions, homeowner associations, and other jurisdictions as appropriate to complete projects.

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

### **3.4 TECHNICAL REQUIREMENTS**

- 3.4.1 The selected Respondent shall provide construction services including, but not limited to, the following technical requirements:

#### **3.4.1.1 Preconstruction Services**

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

3.4.1.1.1.1 Procure in advance or establish reliable supply chains for materials, equipment, supplies and appurtenances with long lead items.

3.4.1.1.1.2 b. Perform procurement of early trade work.

3.4.1.1.1.3 c. Submit sample boards of materials (i.e., cabinets, carpet, hardware, paint, etc.) for review and approval of the Entity.

3.4.1.1.1.4 d. Prepare and maintain a detailed schedule.

3.4.1.1.1.5 e. Work collaboratively with design team and review drawings for submittal to the Entity for final approval.

#### **3.4.2 Construction Services**

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

3.4.2.1.1 Respondents shall meet with assigned Entity contact (or assignee) to review selections of construction materials.

3.4.2.1.2 Respondents will be responsible to coordinate with appropriate departments for shutoff and timely reconnection of all utilities. Respondents shall be responsible for managing all utility-related issues associated with demolition and/or construction.

3.4.2.1.3 Respondents are responsible for demolition of damaged structure, if specified in the scope of work. All demolition activities and disposal of demolition/construction debris must follow applicable local, state, and Federal guidelines, laws, and regulations.

3.4.2.1.4 Respondents shall obtain or ensure that all necessary permits for demolition and construction are issued and properly documented, Certificates of Occupancy are issued and properly documented, and provide foundation location and as-built surveys to confirm that construction is compliant with elevation and setback building line requirements.

3.4.2.1.5 Respondents shall provide construction services in accordance with Entity building codes and within the prescribed construction timelines and approved schedule.

3.4.2.1.6 Respondents are responsible for performing Lead and Asbestos assessment and abatement activities as included in the project scope of work. All work must be

properly documented, and proper clearances obtained prior to re-occupation of the building.

- 3.4.2.1.7 Respondents shall provide administrative, management, and related services to coordinate scheduled activities and responsibilities of their general contractors, subcontractors, and trades with each other to manage construction schedule. Respondents are allowed to self-perform construction and are responsible for coordinating and scheduling their own construction services.
- 3.4.2.1.8 Respondents shall visit and thoroughly inspect the project sites and any structures or other manmade features to be modified.
- 3.4.2.1.9 Respondents shall coordinate and manage the scope of work to be performed by their subcontractors through final acceptance, including punch-list work. Respondents shall be responsible for keeping the services on schedule and ensuring that the subcontractors furnish materials and perform work according to the approved scope of work and construction plans.
- 3.4.2.1.10 Respondents shall have the authority over their general contractors/subcontractors to require prompt execution of the work and to give instructions to require corrective actions, whenever such action may be necessary in its opinion to ensure proper execution of the Contract Documents and/or to protect the interests of the Entity.
- 3.4.2.1.11 As requested by the Entity, Respondents shall provide routine reports regarding quality control inspections to ensure progress and quality of construction, adherence to schedule, and conformance with applicable construction standards.
- 3.4.2.1.12 Respondents shall coordinate their trades, subcontractors, and other construction personnel to ensure that the quantity, quality, fitness, and progress of the work is in compliance with the Contract requirements. All work is subject to the final review of the Entity, or assignee. The Entity will not routinely require prior approval of these actions but reserves the right to review and approve at its sole discretion.

### 3.4.3 **Elevation Services**

- 3.4.3.1 No elevation services are anticipated at this time; however, new construction projects must meet all applicable requirements regarding location of structures within floodplains.

### 3.4.4 **Scheduling**

- 3.4.4.1 During the phase of construction services, the following activities are performed:
  - 3.4.4.1.1 The selected Firm(s) will generate and maintain a master schedule (schedule of all assigned construction sites if more than one location is involved) showing average duration for performing activities at the assigned sites. This schedule will break down activities from work order assignment and construction milestones, through Certificate of Occupancy (COO), final inspection, and close out. This schedule should also include the Entity's activities which potentially may impact the schedule.
  - 3.4.4.1.2 The selected Firm(s) shall update the master schedule weekly to determine

revised durations on the active construction projects. The schedule will also indicate any delays and recommend actions to mitigate the delays and implement approved schedule recovery measures.

3.4.4.1.3 The selected Firm(s) will be responsible for performing regular routine daily/weekly monitoring of construction; however, the Entity, or assignee, will perform milestone inspections required for compliance.

#### 3.4.5 **Environmental, Health, and Safety**

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

3.4.5.1.1 The Firm shall have detailed procedures addressing environmental risks, safety hazards, and provide mitigation methods. The Firm shall identify and ensure that all Personal Protective Equipment (PPE) required for performing services is utilized.

3.4.5.1.2 All health and safety complaints must be addressed immediately, and the Entity must be notified of the complaints and proposed resolutions within 24 hours.

3.4.5.1.3 Investigation, removal, and disposal of all hazardous materials shall be addressed in accordance with all applicable construction/environmental and any other federal, state, and local laws and regulations.

3.4.5.1.4 All construction activities shall be performed in compliance with applicable Occupational Safety and Health Administration (OSHA) safety regulations and other applicable laws.

#### 3.4.6 **Prevailing Wage/Labor Compliance**

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

3.4.6.1.1 This project is subject to the **Texas Prevailing Wage Rates** as described in Texas Government Code, Chapter 2258. 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. **See Exhibit C** for the prevailing wages applicable to this project.

3.4.6.1.2 Workers employed by or on behalf of the Entity shall be paid (1) not less than the general prevailing wage of per diem wages for work of a similar character in the locality in which the work is performed, and (2) not less than the general prevailing rate of per diem wages for legal holiday and overtime work.

3.4.6.1.3 Section 2258.023 – Penalty - A contractor or subcontractor who violates this section shall pay to the Entity on whose behalf the contract is made. A public body awarding a contract shall specify this penalty in the contract.

3.4.6.1.4 Section 2258.024 – Records - A contractor and subcontractor shall keep a record showing: (1) the name and occupation of each worker employed by the contractor or subcontractor in the construction of the public work; and (2) the actual per diem wages paid to each worker. The record shall be open at all reasonable hours to inspection by the officers and agents of the Entity.

#### 3.4.7 **Closeout**

3.4.7.1 During the phase of close out phase, the following activities are performed:

3.4.7.2 Respondent shall obtain a COO (when applicable) and provide a copy of the certificate to the Entity.

3.4.7.3 Respondent shall transfer all operations and maintenance manuals, keys, warranty information and similar submittals required by the Contract Documents as directed.

3.4.7.4 Respondents shall provide all preconstruction and construction records and files in the prescribed format within seven (7) calendar days of the approved final inspection.

#### 3.4.8 **Work Orders**

3.4.8.1 During the term of any contract awarded, the Entity may request the Firm 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.

#### 3.4.9 **Inspections and Payment for Construction Services**

3.4.9.1 During the phase of construction services, the following activities apply:

3.4.9.1.1 Payments will be made at milestones as established in the construction contract. Generally, the Entity is anticipating pay milestones at 33% construction complete, 50% construction complete, 66% construction complete, and 100% (final) construction complete. In general, a progress inspection can be assumed complete if tasks pertaining to that corresponding percentage of the construction value has been completed in-place. Inspection will not be scheduled for incomplete or uninstalled work, or for work that requires a code inspection, and the code inspection has not been completed and approved by the Entity. Inspections are also performed to verify that construction is performed in accordance with approved plans and all applicable construction codes, standards, and specifications. All components must be installed without visible flaws in workmanship and all municipal inspections and the engineer's inspection requirements applicable to the construction must be completed and approved.

3.4.9.1.2 b. Firm shall submit an invoice upon completion of each milestone as described in the executed construction contract document. 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. No charges may be billed unless such costs are explicitly included in the construction contract.

3.4.9.1.3 c. The selected Firm(s) are eligible for Final payment once a Certificate of Occupancy is provided, and the construction passes the final inspection performed by the Entity. The final inspection is complete when all items on the scope of work has been completed, all mechanical systems are working properly, all interior and exterior electrical systems are working, all plumbing systems are working and draining, and all other systems or appurtenances installed or repaired as part of this scope are working or completed.



### 3.4.10 **Record Keeping**

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

3.4.10.1.1 Respondents shall provide, enter, or upload all documentation, communications, and records including all permits, certifications, warranties, and approvals regarding all assigned projects as instructed by the Entity within two (2) days of receipt or occurrence.

3.4.10.1.2 *Respondents shall maintain records of principal work layout lines, elevations of the bottom of footings, floor levels, and key site elevations to include utility layouts (complete with depth of burial), and as-built construction drawings certified by a licensed surveyor or Engineer as applicable.*

3.4.10.1.3 Respondents shall document all communications regarding the construction status and any other issues.

3.4.10.1.4 Respondents shall maintain records of all events that occur at the job site or elsewhere, which affect, or may be expected to affect the quality, scope, or progress of the services.

3.4.10.1.5 All records shall be retained for a period of **five (5) years** following the close out of the Entity's federal grant.

3.4.10.1.6 The selected Firm(s) shall support and assist the Entity pertaining to close out of the federal grant, including financial reconciliation, reporting, recordkeeping, and achievement of eligible activities and services.

### 3.4.11 **Insurance**

*See Attachment E for requirements and instructions on this topic.*

### 3.4.12 **Builder's Risk Insurance**

*See Attachment E for requirements and instructions on this topic.*

### 3.4.13 **Performance and Payment Bonds**

*See Attachment F for requirements and instructions on this topic.*

### 3.4.14 **Bid Bond**

*See Attachment F for requirements and instructions on this topic.*

### 3.4.15 **Use of Historically Underutilized Businesses**

3.4.15.1 In accordance with 2 C.F.R.200 § 200.321, the selected Respondent(s) performing procurement of subcontractors shall take all necessary affirmative steps to ensure that small, minority Respondents, women's business enterprises, and labor surplus area Respondents are used when possible. The Respondent(s) should also actively take steps to encourage proposals from historically underutilized businesses (HUBs). Respondent(s) is required to comply and use methods describe within the contract provisions (Exhibit B of this document) and may be required to take the following outreach efforts and actions:

- 3.4.15.1.1 Placement on Bidders lists;
- 3.4.15.1.2 Ensuring that solicitations are mailed to HUBs and MWBE firms;
- 3.4.15.1.3 Allocating requirements into smaller amounts, when feasible, to permit maximum participation;
- 3.4.15.1.4 Establishing delivery requirements, when feasible, for compatibility with capability of the above-listed type businesses and firms;
- 3.4.15.1.5 Using the services of the Small Business Administration, and
- 3.4.15.1.6 When subcontracts are considered, requiring the prime contractor to take these steps above (1-5) for the subcontracts.
- 3.4.15.1.7 Notwithstanding the fact that no contracting goals are established, the Respondent(s) is expected to provide statistics on contract awards to the Entity upon request.
- 3.4.15.1.8 If no available HUB vendors are found, the Respondent(s) should retain appropriate documentation in the project procurement file of the efforts made and measure taken to secure a HUB and M/WBE vendors.
- 3.4.15.1.9 Minority-owned businesses from public and private sector entities from MBDA centers:
  - 3.4.15.1.9.1 To the fullest extent possible and to ensure compliance with 2 C.F.R. 200 requirements, the firm selected should include as part of their listing of solicited bidders, the list of Minority Business Development Agencies (MBDA) below. The client must also ensure that HUBs/SWMBEs closest to them are included as respondents to the bid and/or solicitation package.

Dallas MBDA Business Center - 214-920-2436 Website: <a href="https://www.mbdadfw.com">https://www.mbdadfw.com</a> Email: <a href="mailto:admin1@mbdadallas.com">admin1@mbdadallas.com</a>
Dallas Fort Worth WBC - 214-572-9452 Website: <a href="https://womensbusinesscenterdfw.com/">https://womensbusinesscenterdfw.com/</a> Email: <a href="mailto:wbcdfw@liftfund.com">wbcdfw@liftfund.com</a>
Houston MBDA Business Center - 713-718-8974 Website: <a href="https://www.mbda.gov/business-center/houston-mbda-business-center">https://www.mbda.gov/business-center/houston-mbda-business-center</a> Email: <a href="mailto:MBDA@hccs.edu">MBDA@hccs.edu</a>
WBEA – Women’s Business Center - 713-681-9232 Website: <a href="https://www.wbea-texas.org/womens-business-center">https://www.wbea-texas.org/womens-business-center</a> Email: <a href="mailto:wbc@wbea-texas.org">wbc@wbea-texas.org</a>
El Paso MBDA Business Center - 915-351-6232 Website: <a href="https://www.mbda.gov/business-center/el-paso-mbda-business-center">https://www.mbda.gov/business-center/el-paso-mbda-business-center</a> Email: <a href="mailto:treed@ephcc.org">treed@ephcc.org</a>
San Antonio MBDA Business Center - 210-458-2480 Website: <a href="https://www.mbda.gov/business-center/san-antonio-mbda-business-center">https://www.mbda.gov/business-center/san-antonio-mbda-business-center</a> Email: <a href="mailto:orestes.hubbard@utsa.edu">orestes.hubbard@utsa.edu</a>

LiftFund Women's Business Center - 888-215-2373 ext. 3000

Website: <https://womensbusinesscentersa.com/>

Email: [wbc@liftfund.com](mailto:wbc@liftfund.com)

### **3.5 Terms and Conditions**

- 3.5.1 **Indemnity Clause** - The Responder 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 Responder under this contract, and including acts or omissions of the Entity or its officers, agents, or employees in connection with said contract.
- 3.5.2 **Equal Opportunity Employer** - The successful Responder 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.
- 3.5.3 **Assignment** - The successful Responder may not assign, sell, or otherwise transfer this contract without prior written consent of the Entity.
- 3.5.4 **Contractor's Responsibility** - At the time of the proposal response due date, each Responder shall be presumed to have inspected the site(s) (if applicable) and to have read and be thoroughly familiar with the scope requirements. The failure or omission of any Responder to examine any form, instrument, document, or site shall in no way relieve any Responder from any obligation in respect to this RFP.
- 3.5.5 **Compliance with Laws** - The Responder 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.
- 3.5.5.1 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. Responder shall obtain and pay for such permits and inspections as are required for the legal performance of this work, unless otherwise specified. Responder shall comply with all Federal and State laws and Entity's Ordinances and Codes applicable to the Responder'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 Matagorda County, Texas, where venue for any proceeding arising hereunder will lie.
- 3.5.6 **Silence of Specifications** - The apparent silence of specifications as to any detail, or the apparent omission from it of 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.
- 3.5.7 **Severability** - If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

## 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 the Entity Officials.

### 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 COMPETENCE REQUIREMENTS: 100 Points Total

Extent to which proposed solution meet 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 MATRIX

**4.4.1 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 demonstrated competence and qualifications; and to a Respondent that negotiates a fair and reasonable price.**

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

## **SECTION 5 – SUBMISSION REQUIREMENTS**

This section details the requirements for submitting all required information. Respondents are advised 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. Non-responsive responses will not be considered.

All sealed proposals should be submitted on the original forms provided. Each response must be sealed and should be placed in a properly identified envelope with Responder's Name, RFP number, and time/date of RFP due date.

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) page and must include a brief introduction of your company and your proposed subcontractors (if known), a statement of the Respondent's understanding of the work to be performed and that the company will comply with the requirements set forth in this document.

### **5.2 EXPERIENCE AND RELEVANT QUALIFICATIONS**

Respondent shall demonstrate related professional qualifications, and knowledge in the organization. Response should include information similar in scope and size to the project scope of work in this RFP. Limit to 3 pages, excluding the organizational chart and resumes of no more than 5 key personnel. Minimum submission shall address the following:

#### **5.2.1 EXPERIENCE:**

Respondents shall provide a maximum three (3) page (excluding project descriptions and references) narrative description of their firm's past performance experience in services similar in size and scope to the requested project scope of services. Describe any work performed in or for the Entity. At a minimum, the narrative should describe the following items:

5.2.1.1 Construction History: Respondent(s) shall describe prior work in construction, including, but not limited to, number of years in business, number of projects completed, type of construction (rehabilitation and new construction), average construction time for each construction type, and number of years of experience in construction in general.

5.2.1.1 Prior Project Descriptions: In no more than two (2) pages per project, Respondents shall provide description 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, number of years in providing similar services as outlined in this document.

5.2.2.1 Organizational Chart/Staffing Plan: Respondents shall provide an organizational chart or staffing plan/chart showing key personnel proposed for this solicitation. At a minimum, the chart or staffing plan should identify the personnel organization structure, proposed Project Manager, subcontractors, inspectors,

superintendent(s), number of proposed staff and their roles and responsibilities, percent of commitment to the project, and anticipated duration of their involvement. Respondents shall identify the key personnel that will be committed to the project. The Entity reserves the right to reject any key personnel proposed if it is determined in their best interest. All key personnel must be committed to the project at all applicable times. The qualifications and experience of key proposed personnel shall be factored into the evaluation process; therefore, key personnel shall not be replaced without the approval of the Entity. Any approved substitutions for personnel shall be of equal or better qualifications.

5.2.2.2 Resumes: Respondent(s) shall provide a resume (limit two pages each) of key personnel identified in the organizational chart. At a minimum, the resumes shall include, education, experience in the residential construction industry, experience and responsibilities on similar projects, any professional registrations and certifications, and references. A limit of 5 resumes may be submitted and may be submitted as an attachment to your response.

### 5.3 CAPACITY TO PERFORM

Respondent should state its firm commitment to be fully mobilized and operational within ninety (90) calendar days of contract execution.

- 5.3.1 Work Capacity: Respondent shall provide information to demonstrate capacity to perform requested work. Respondents shall provide a detailed typical construction schedule to show sequence of key work activities and the number of days to complete each task. **NOTE: ALL CONSTRUCTION ACTIVITIES MUST BE COMPLETED IN ACCORDANCE WITH SECTION 2.5 – TERM OF CONTRACT.**
- 5.3.2 Quality Control Program: Respondent shall provide methodology and approach for quality management to control and maintain quality.
- 5.3.3 Financial Capacity: Firm shall state its financial capacity and the ability to perform within the payment schedule.
- 5.3.4 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 below.

### 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 A).
- 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 Any catalog, brand name or manufacturer's reference used in this document is descriptive – NOT restrictive – it is to indicate type and quality desired. Pricing on brands of like nature and quality will be considered. If providing other than referenced specifications, Responder must show manufacturer, brand or trade name, lot number, etc., of the article offered. If other than brand(s) specified is offered, illustrations and complete description should be made part of the response. If the Responder takes no exceptions to specifications or reference data, he will be required to furnish brand names, numbers, etc., as specified. All items utilized shall be new, in first class condition and manufacturer's latest model and design including containers suitable for shipment and storage, unless otherwise indicated in the RFP specifications. Verbal agreements to the contrary will not be recognized.
- 5.6.5 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.

## **EXHIBITS**

**Exhibit A:** Project Scope of Work

**Exhibit B:** Required Contract Provisions

**Exhibit C:** Prevailing Wage Decision

**Exhibit D:** Attach any relevant construction specifications, e.g., municipal/state code specifications, program guidelines, etc.



EXHIBIT A – PROJECT SCOPE OF WORK

**Matagorda County, Texas seeks competitive proposals for the maintenance and repair of County roads; grind existing chip seal on roads, shape road, and compact. Finishing with 2 coats of oil (one coat of each PB3 and PB4), to the following County Roads:**

<b>Boone Road</b>	<b>Approx. 11,550 LF x 20' width</b>
<b>Savage Road</b>	<b>Approx. 16,210 LF x 20' width</b>
<b>Allenhurst Road</b>	<b>6,900 LF x 20' width</b>

**All work shall be performed under the direction of Matagorda County and in accordance with the specifications identified in the Matagorda County Subdivision Regulations, passed and approved on 11 August, 2008.**

**Bidders shall provide lump sum amounts for equipment, materials, and labor on each road as noted in Attachment B Pricing Sheet.**

Specifications on Exhibit D

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

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO:
<b>ARPA Terms &amp; Conditions</b>			
ARPA Terms, Conditions, & Records	<p>1. Use of Funds.</p> <p>a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury’s regulations implementing that section, and guidance issued by Treasury regarding the foregoing.</p> <p>b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.</p>	<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>	<p>Contractor RFP/IFB</p> <p>Contractor RFQ</p> <p>Subrecipients</p> <p>Vendors</p> <p>EC 6.1 Awardees</p>
ARPA Terms, Conditions, & Records	<p>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.</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>6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.</p>	<p>Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2;</p> <p>Section 602(b), 603(b) and/or</p>	Subrecipients

		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 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 <b>[ARPA/SLFRF EC 6.1 applicable Uniform Guidance Sections are specifically listed/included at end of this document]</b> . 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 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference. iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference. iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (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. v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference. vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20. (Subrecipient Only) vii. New Restrictions on Lobbying, 31 C.F.R. Part 21. viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations. ix. Generally applicable federal environmental laws and regulations. c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:		Contractor RFP/IFB Contractor RFQ Subrecipients Vendors EC 6.1 Awardees

	<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>		
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	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b),	Subrecipients

	<p>pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.</p> <p>b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.</p>	603(b) and/or 603 (c) as applicable	
ARPA Terms, Conditions, & Records	<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>	Subrecipients
ARPA Terms, Conditions, & Records	<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> <ol style="list-style-type: none"> <li>i. A member of Congress or a representative of a committee of Congress;</li> <li>ii. An Inspector General;</li> <li>iii. The Government Accountability Office;</li> <li>iv. A Treasury employee responsible for contract or grant oversight or management;</li> <li>v. An authorized official of the Department of Justice or other law enforcement agency;</li> <li>vi. A court or grand jury; or</li> <li>vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.</li> </ol> <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 Contractor RFQ Subrecipients Vendors EC 6.1 Awardees</p>
ARPA Terms, Conditions, & Records	<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 Contractor RFQ Subrecipients Vendors EC 6.1 Awardees</p>

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 EC 6.1 Awardees
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## Applicable Uniform Guidance Sections

None	<p>Equal Employment Opportunity. Except as otherwise provided under <a href="#">41 CFR Part 60</a>, all contracts that meet the definition of “federally assisted construction contract” in <a href="#">41 CFR Part 60-1.3</a> must include the equal opportunity clause provided under <a href="#">41 CFR 60-1.4(b)</a>, in accordance with Executive Order 11246, “Equal Employment Opportunity” (<a href="#">30 FR 12319, 12935, 3 CFR Part, 1964-1965</a> Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at <a href="#">41 CFR part 60</a>, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”</p> <p><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 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</p>	2 CFR 200 APPENDIX II (C) and 41 CFR §60-1.4(b)	Contractor RFP/IFB Contractor RFQ Subrecipients
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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:
- (9) 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.
- (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

	<p>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	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	<p>Contractor RFP/IFB Contractor RFQ Subrecipients EC 6.1 Awardees</p>
None	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 civil, criminal, or administrative proceedings to SAM (currently FAPIIS). Failure to make required disclosures can result in any of the remedies described in <a href="#">§ 200.339</a> . (See also <a href="#">2 CFR part 180</a> , <a href="#">31 U.S.C. 3321</a> , and <a href="#">41 U.S.C. 2313</a> .)	2. CFR 200.113	<p>Contractor RFP/IFB Contractor RFQ Subrecipients Vendors EC 6.1 Awardees</p>
None	Non-Federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, <a href="#">2 CFR part 180</a> . The regulations in <a href="#">2 CFR part 180</a> 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	<p>Contractor RFP/IFB Contractor RFQ Subrecipients Vendors EC 6.1</p>



			Awardees
Over \$50,000	Federal awarding agencies and recipients are subject to the regulations implementing Never Contract with the Enemy in <a href="#">2 CFR part 183</a> . The regulations in <a href="#">2 CFR part 183</a> 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	<p>Contractor RFP/IFB Contractor RFQ Subrecipients</p> <p>Vendors EC 6.1 Awardees</p>
None	<p>(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:</p> <p>(1) Procure or obtain;</p> <p>(2) Extend or renew a contract to procure or obtain; or</p> <p>(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in <a href="#">Public Law 115-232</a>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).</p> <p>(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).</p> <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 <a href="#">Public Law 115-232</a>, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.</p> <p>(c) See <a href="#">Public Law 115-232</a>, section 889 for additional information.</p>	2 CFR 200.216	<p>Contractor RFP/IFB Contractor RFQ Subrecipients</p> <p>Vendors EC 6.1 Awardees</p>

	(d) See also <a href="#">§ 200.471</a> .		
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"> <li>(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;</li> <li>(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;</li> <li>(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;</li> <li>(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;</li> <li>(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</li> <li>(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.</li> </ol>	2 CFR 200.321	<p>Contractor RFP/IFB Contractor RFQ Subrecipients</p>
None	<p>Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. <b>All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations.</b> The only exceptions are the following:</p> <ol style="list-style-type: none"> <li>(a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. <b>All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions and regulations.</b></li> <li>(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.</li> <li>(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.</li> <li>(d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity All records related to ARPA shall be maintained for 5 years per the ARPA terms and conditions and regulations. <b>All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations.</b></li> </ol>	2 CFR 200.334	<p>Contractor RFP/IFB Contractor RFQ Subrecipients</p> <p>Vendors EC 6.1 Awardees</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. <b>All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations.</b> (2) <i>If not submitted for negotiation.</i> If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation. <b>All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations.</b></p>		
None	<p>The Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.</p>	2 CFR 200.336	<p>Contractor RFP/IFB Contractor RFQ Subrecipients EC 6.1 Awardees</p>
<b>Other References</b>			
None	<p>CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or <a href="#">2252.153</a>. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such a term in Section 2252.151(2) of the Texas Government Code.</p>	Texas Government Code 2252.152	<p>Contractor RFP/IFB Contractor RFQ Subrecipients EC 6.1 Awardees</p>
>\$100,000	<p>PROVISION REQUIRED IN CONTRACT.</p> <p>(a) This section applies only to a contract that:</p>	Texas Government Code 2271	<p>Contractor RFP/IFB Contractor RFQ</p>

	<p>(1) is between a governmental entity and a company with 10 or more full-time employees; and</p> <p>(2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.</p> <p>(b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:</p> <p>(1) does not boycott Israel; and</p> <p>(2) will not boycott Israel during the term of the contract.</p>		<p>Subrecipients</p> <p>Vendors EC 6.1 Awardees</p>
	<p>Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.</p>	<p>42 U.S.C. 6201</p>	<p>Contractor RFP/IFB</p> <p>Subrecipients</p>
	<p>The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.</p>	<p>Section 504 of the Rehabilitation Act of 1973, as amended.</p>	<p>Subrecipients</p>

## EXHIBIT C – PREVAILING WAGE DECISION

Responder should develop their pricing in consideration of compliance with the following wage decision.

NOTE: The wage decision will be verified ten (10) days prior to the bid opening, and an amendment will be issued if the Department of Labor wage decision changes between the release of the solicitation (RFP) and the bid opening date.

"General Decision Number: TX20230027 01/06/2023

Superseded General Decision Number: TX20220027

State: Texas

Construction Type: Highway

Counties: Bee, Blanco, Burnet, Colorado, De Witt, Fayette, Frio, Gillespie, Gonzales, Jackson, Jim Wells, Karnes, Kerr, Kleberg, Lavaca, Lee, Live Oak, Llano, Mason, Matagorda, Refugio and Wharton Counties in Texas.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> <li>. Executive Order 14026 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.</li> </ul>
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> <li>. Executive Order 13658 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.</li> </ul>

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker

protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number: 0  
 Publication Date: 01/06/2023

SUTX2011-008 08/03/2011

	Rates	Fringes
CONCRETE FINISHER (Paving and Structures).....	\$ 13.04	**
FORM BUILDER/FORM SETTER		
Paving & Curb.....	\$ 12.54	**
Structures.....	\$ 12.98	**
LABORER		
Asphalt Raker.....	\$ 12.05	**
Concrete Saw.....	\$ 17.33	
Flagger.....	\$ 9.71	**
Laborer, Common.....	\$ 10.45	**
Laborer, Utility.....	\$ 11.80	**
Pipelayer.....	\$ 12.66	**
Work Zone Barricade Servicer.....	\$ 12.20	**
POWER EQUIPMENT OPERATOR:		
Asphalt Distributor.....	\$ 15.62	**
Asphalt Paving Machine.....	\$ 14.68	**
Asphalt Roller.....	\$ 12.36	**
Broom or Sweeper Operator... Crane, Hydraulic 80 ton or less.....	\$ 11.41	**
Crawler Tractor.....	\$ 18.04	
Excavator over 50,000 lbs... Foundation Drill Operator, Truck Mounted.....	\$ 13.15	**
Front End Loader 3 cu yd or less.....	\$ 18.80	
Front End Loader over 3 cu yd.....	\$ 20.20	
Loader/Backhoe.....	\$ 12.64	**
Mechanic.....	\$ 13.75	**
Milling Machine.....	\$ 13.58	**
Motor Grader, Fine Grade... Motor Grader, Rough.....	\$ 18.94	
Pavement Marking Machine... Roller, Asphalt.....	\$ 14.35	**
Roller, other.....	\$ 18.35	
Scraper.....	\$ 16.44	
Spreader Box.....	\$ 14.60	**
Servicer.....	\$ 12.36	**
Steel Worker (Reinforcing).....	\$ 10.59	**
Truck.....	\$ 11.88	**
Tandfem Axle Tractor with semi trailer.....	\$ 13.84	**
Servicer.....	\$ 14.31	**
Steel Worker (Reinforcing).....	\$ 12.74	**
TRUCK DRIVER		
Lowboy-Float.....	\$ 16.39	
Single Axle.....	\$ 13.40	**
Single or Tandem Axle Dump Truck.....	\$ 11.45	**
Tandfem Axle Tractor with semi trailer.....	\$ 16.22	

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20) or 13658 (\$12.15). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.



Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the

Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISIO"

## EXHIBIT D – OTHER RELEVANT INFORMATION

### UNDER MATAGORDA COUNTY SUBDIVISION REGULATIONS

#### SECTION 6.0 Streets and Roads

All public roads or streets to be conducted in platted subdivision shall be constructed in accordance with the following design requirements:

**1. General:**

- a. All roads and streets to be built upon a minimum right-of-way width of sixty (60) Feet.
- b. All drainage ditches, bridges, drainage pipes and water courses shall be designed in accordance with the section entitled Drainage and shall be subject to inspection and approval of Matagorda County prior to any acceptance of any dedication.
- c. All street cross sections shall conform to the drawings, entitled "Matagorda County, Typical County Subdivision Roads" as attached.
- d. When Texas Highway Department Standard Specifications are mentioned it shall mean latest addition.
- e. To insure compliance with this policy, subdivider will provide copies of lab test results from an approved testing laboratory as required by the commissioner in whose precinct the subdivision is located.

**2. All two-course surface treatment Subdivision roads/streets shall conform to the following specifications:**

**a. Sub base**

1. All subbase for County roads with a plasticity index greater than fifteen (15) shall be stripped of all existing vegetation and line stabilized to a depth of six (6) inches with six (6) percent lime will reduce the plasticity index to less than fifteen (15). In no case shall less than four (4) percent be utilized.
2. Any subbase with a plasticity index less than fifteen (15) shall be stripped of all existing vegetation, roots, etc., prior to compaction.
3. Lime stabilization shall conform to Texas Highway Department Standard Specifications Item 260, with all lines being added dry unless otherwise approved by the commissioner.
4. Compaction of subbase material shall be provided by sheep foot rollers or other methods approved by the Commissioner to provide a uniform compaction of 95% modified density in accordance with ASTM Standard 1557 at a moisture content between optimum moisture and five (5) percent above optimum moisture.

**b. Base Material:**

1. Base for all County subdivision roads/streets shall be a flexible base consisting of limestone in accordance with Texas Highway Department Standard Specifications Item 247 type A or gravel base, Item 247 type B that is lime stabilized in accordance with Texas Highway Department Standard Specifications.
2. Thickness of the base material shall not be less than eight (8) inches compacted in place.
3. Compaction of the base material shall be by utilizing the necessary pneumatic, sheep foot or flatwheel rollers to provide a uniform compaction 95% modified density and a smooth, graded surface satisfactory to the Commissioner. Moisture content of the compacted base shall be between optimum moisture and five (5) percent above optimum moisture.

**c. Two Course surface Treatment:**

1. Primer coat for County subdivision roads/streets shall be MC-30 Cutback asphalt in

accordance with Texas Highway Department Standard Specifications Item 300 and installed in accordance with Item No. 310 at a rate of 0.20 to the full width of the base material.

2. Asphalt used for the first and second "Tack Coat" shall be AC-5 in accordance with Texas Highway Department Standard Specifications Item 300 with installation in accordance with Item 310, at the rates indicated below.
3. Aggregation for surface treatment shall be Precoated Natural Limestone Type PE in accordance with Texas Highway Department Standard Specifications Item 304 with installation in accordance with Item 322 at the rates indicated below.

d. **Rates:**

1<sup>st</sup>

Course	Rate
Asphalt AC-5	.25 gal/s.y.
Aggregate #3PE	1:75 C.Y:S.Y.

2<sup>nd</sup>

Course	Rate
AC-5	.20gal/s.y.
#4PE	1:95 C.Y:S.Y.

2. All Asphalt Concrete (HMAC) and Portland Cement Concrete Pavement (PCC) Subdivision roads/streets shall conform to the following specifications:

- a. **Pavement Design Requirements** - All streets shall be constructed on a compacted or stabilized sub grade, and shall consist of a base layer and hot mix asphaltic concrete (HMAC) surface layer, and/or a portland cement concrete (PCC) pavement, designed by an engineer. All streets and roads must meet minimum design requirements regarding subgrade, base and pavement; but additional subgrade, base and pavement may be required depending on the engineering design, environmental conditions, and specific criteria. All major collectors, minor and major arterial streets shall be designed by an engineer using the AASHTO Guide for Design of Pavement Structures. This design procedure is available in hard copy from American Associates of State Highway and Transportation Officials and in automated form (DARWin® program) available from AASHTOWare. Although the pavement section for each street should be designed for its specific conditions and uses, the following tables summarize the minimum criteria to be used for the pavement thickness design process. Table A. 1 summarizes minimum traffic levels. Table A.2 summarizes general pavement design criteria.

**Table A.1 Summary of Minimum Design Traffic Requirements**

Traffic Parameter	Residential Local	Residential Collector	Major Collector	Minor Arterial	Major Arterial
Min. Two-way Design ADT	800	800	2,500	12,500	24,000
Min. ADT Growth Rate, %/year	3	3	3.5	3.5	4
Min. Percent Heavy Trucks, %/day	2	2	3	3.5	4
18-kip ESAL Truck Factor-Rigid Pvt	0.46	0.58	0.58	0.66	0.97
18-kip ESAL Truck Factor -Flexible Pvt	0.4	0.53	0.53	0.62	0.84

**Table A.2 Summary of General Pavement Thickness Design Parameters**

Design Parameter	Residential Local	Residential Collector	Major Collector	Minor Arterial	Major Arterial
Initial Serviceability	4.2	4.2	4.2	4.2	4.2
Terminal Serviceability	1.5	2	2.5	3	3
Reliability Level	80	80	85	85	90

The following tables (A.3 and A.4) include parameters broken down into urban and rural. For the minimum thicknesses recommended in these tables, designs were performed with DARWin® assuming the subgrade strength, resilient modulus value, was 4,000 psi. The minimum PCC thickness of 6 inches is based on past experience. The minimum subgrade thickness is interpreted as moisture controlled compacted or stabilization determined for site-specific conditions.

**Table A.3 Summary of Urban Street Pavement Thickness Requirements**

Design Parameter – Urban Conditions	Residential Local	Residential Collector	Major Collector	Minor Arterial	Major Arterial
Min. PCC Thickness (in.)	6	6	7	8	10
Min. Subgrade Thickness (in.)	8	8	10	10	12

**Table A.4 Summary of Rural Street Pavement Thickness Requirements**

Design Parameter – Rural Conditions	Residential Local	Residential Collector	Major Collector	Minor Arterial	Major Arterial
Min HMA Thickness (in.)	3	3	3.5	3.5	4
Min. Flexible Base Thickness (in.)	8	8	10	10	12
Min. Subgrade Thickness (in.)	8	8	10	10	12

- b. **Material Testing Requirements-** Construction materials and operations shall be under controlled testing and inspection by a recognized laboratory. A recognized laboratory means that the laboratory must be accredited by the American Association for Laboratory Accreditation (A2LA) in the field of construction materials testing. All laboratory personnel shall be NICET approved and certified, Level II minimum for soils and ACI approved and certified for concrete. Testing costs will be paid by the property owner and/or developer.

Upon completion of the work and prior to acceptance by the County, the recognized laboratory shall submit to the County Commissioner a written certification sealed by an engineer, certifying that all construction materials and operations as specified above were under controlled testing and inspection by the laboratory and same complies with all specifications applicable to the project.

- c. **Testing Requirements for Flexible Base Pavement** - Thickness of flexible base pavement shall conform to requirements provided in Table A.4.

**Subgrade** - Densities shall be made on each 300 linear feet or less as conditions may require and 95% modified proctor density (ASTM 1557) shall be uniformly achieved.

In the event of rainwater standing on the subgrade after the densities are made, or other conditions beyond property owner and/or developer's control, additional densities as specified above will be required prior to progressing with the work.

In no case shall there be less than three (3) density tests made for each day's activity and there shall be a minimum of three (3) density tests made for each street, unless approved otherwise by the County.

The contractor is required to have subgrade density test reports in his possession at the construction site at the time of placement of base material. Date of same shall be clearly marked.

**Base Materials** - Approved base material shall be spread and uniformly compacted to 95% modified proctor density (ASTM 1557) prior to commencing surfacing. Testing shall be done in accordance as set out above.

**Surfacing** - Surfacing shall be in accordance with Appendix N.

**Roadway** - Roadway sections shall conform to provisions contained in Tables A. 1, A.2, A.3, A.4 and Appendices N and Q.

All applicable portions contained herein shall be strictly followed without exception.

## **Required Information – Attachments A through L**

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**The following documents are to be completed and returned with the Responder's response package. See each attachment for specific instructions.**

- 1. ATTACHMENT A:** Solicitation Cover Sheet – Signed by Authorized Agent
- 2. ATTACHMENT B:** Pricing Sheet
- 3. ATTACHMENT C:** System for Award Management (SAM.gov) – 2 pages
- 4. ATTACHMENT D:** Customer / Client References
- 5. ATTACHMENT E:** Certificate of Insurance
- 6. ATTACHMENT F:** Statement of Bonding Capacity
  - a. ATTACHMENT F.1:** Bid Bond
  - b. ATTACHMENT F.2:** Payment Bond
  - c. ATTACHMENT F.3:** Performance Bond
- 7. ATTACHMENT G:** Ethics and Conflict of Interest Acknowledgement
- 8. ATTACHMENT H:** Texas Ethics Commission Certificate of Interested Parties (Form 1295)
- 9. ATTACHMENT I:** Conflict of Interest Questionnaire (Form CIQ)
- 10. ATTACHMENT J:** Disclosure of Lobbying Activities SF-LLL Certification
- 11. ATTACHMENT K:** Bidder's Certification
- 12. ATTACHMENT L:** Non-Collusion Affidavit

## Attachment A: Solicitation Response Cover Sheet

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This Form is to be completed and returned with the Responder's submittal.

<b>SOLICITATION NUMBER:</b>	
<b>NAME OF SOLICITATION:</b>	
<b>NAME OF BUSINESS (RESPONDENT):</b>	
<b>MAILING ADDRESS:</b>	
<b>CITY, STATE, ZIP:</b>	
<b>PHONE NUMBER:</b>	
<b>EMAIL OF RESPONDENT CONTACT:</b>	
<b>EIN/FEDERAL TAX IDENTIFICATION NO:</b>	
<b>AUTHORIZED SIGNATORY NAME/TITLE:</b>	
<b>AUTHORIZED SIGNATURE:</b>	

### **Authorized Agent – Signature and Contact Information**

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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.

<b>AUTHORIZED AGENT NAME:</b>	
<b>AUTHORIZED SIGNATURE:</b>	
<b>TITLE OF AUTHORIZED AGENT:</b>	
<b>DATE OF SIGNATURE:</b>	



## Attachment B: Pricing Sheet

Prices for all goods and/or services shall be all inclusive. Pricing offered shall be valid for ninety (90) days from response due date. The Entity is exempt from taxes. DO NOT INCLUDE TAX IN YOUR PRICING SUBMITTAL.

### 1. Lump Sum Price for Complete Scope of Work:

Lump Sum Price: Responder shall provide a Lump Sum Price for each component of work as indicated below to complete the scope of services contained in Exhibit A – Project Scope of Work in accordance with the specifications contained in this document. Costs include all construction services, labor, materials, project management, profit, bonding, insurance, permitting, general conditions, profit, 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 A). An example is provided below:

		<b>Boone Road 11,550 LF x 20'width</b>	<b>Savage Road 16,210 LF x 20' width</b>	<b>Allenhurst Road 6,900 LF x 20' width</b>
<b>1</b>	<b>Equipment Costs</b>	\$	\$	\$
	(list equipment used)			
<b>2</b>	<b>Materials</b> <i>PB-4</i> <i>PB-3</i>	\$ \$	\$ \$	\$ \$
<b>3</b>	<b>Labor Costs</b>	\$	\$	\$
	<b>TOTAL ALL LINE ITEMS</b>	\$	\$	\$

## **Attachment C: System for Award Management (SAM.gov)**

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This project is funded by the Coronavirus State and Local Fiscal Recovery Funds, which requires Responder registration on SAM.gov.

### **Verification of SAM.gov Status**

Responder must not be debarred at the time of the proposal response submittal. The proposal response package must include verification of the Respondent's SAM.gov status. The verification of SAM.gov status may be provided as follows:

1. Responder may provide a dated printout to verify proof of registration, without exclusions, from the SAM.gov website as stated in the Eligibility Verification Form.

**OR**

2. Responder may complete and submit the "Federal Debarment/Suspension Status Certification" form with the proposal response submittal. The "Federal Debarment/Suspension Status Certification" is located on the following page under Attachment C/X.

### **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 Eligibility Verification Form. The final verification of the Responder's SAM.gov status is completed prior to contract award, and in addition to the initial verification documentation provided with the proposal response submittal.

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## Attachment C: System for Award Management (SAM.gov) continued

### FEDERAL DEBARMENT/SUSPENSION STATUS CERTIFICATION

COMPANY/ENTITY NAME:

CONTACT NAME:

CONTACT EMAIL & PHONE:

**Applicable Regulations:**

**As stated in the ARPA / SLFRF Terms & Conditions:** *“OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-Procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury’s implementing regulation at 31 C.F.R. Part 19.”*

**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](http://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 the termination of this agreement and/or the repayment of funds.**

*Your signature certifies that neither you nor your principal(s) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.*

\_\_\_\_\_  
Signature

Date:

Printed Name & Title:

## Attachment C: System for Award Management (SAM.gov) continued

ELIGIBILITY VERIFICATION FORM			
ENTITY LEGAL NAME:			Date:
STREET ADDRESS:			
CITY:	STATE:	ZIP:	
CONTACT NAME:			
CONTACT EMAIL:			
CONTACT PHONE:			
<p><i>All entities must be pre-vetted for eligibility/ability to perform the outlined ARPA funded scope of work and a record (PDF of SAM.gov screenshot) of SAM debarment clearance should be attached to this form. This should be completed before submitting.</i></p> <p><b>Return PDF of Form Here: [cmorones@co.matagorda.tx.us]</b></p>			
Section 1:			
Provide your organization's Unique Entity Identifier (UEI) number (as generated by registration in SAM.gov):			
Scope of Work Description:			
Section 2: (optional)			
Principal(s):	Title(s):	Gender M/F	Race:**
<p><b>** W = White B = Black H = Hispanic A/PI = Asian/Pacific Islander AL/AN Alaskan/American Native</b></p>			
Certification			
<p><i>Your signature certifies that the information provided on this form is correct and that failure to provide the requested information may disqualify you from receiving or retaining funds.</i></p>			
<p>_____</p> <p><b>Signature</b></p>			
<p>_____</p> <p><b>Printed Name &amp; Title</b></p>			<p>_____</p> <p><b>Date:</b></p>
For Department Use Only:			
SAM Debarment/Certification record of Clearance	Yes [ ] No [ ]	Note:	
State Debarred Vendor List Cleared	Yes [ ] No [ ]	Note:	
Verified By:	_____		Date:

## ATTACHMENT D: Customer / Client References Form

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Respondents shall use Attachment D to provide a minimum of three (3) references for jobs completed within last five (5) years.

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 provide references may result in the proposal being considered non-responsive.***

### REQUIRED REFERENCE INFORMATION:

#### REFERENCE #1:

<b>Company Name:</b>	
<b>Company Address:</b>	
<b>Contract Project Name:</b>	
<b>Contact Name and Title:</b>	
<b>Contact Phone:</b>	
<b>Contact Email:</b>	
<b>Contract Award Date:</b>	
<b>Contract Completion Date:</b>	
<b>Brief Description of Services:</b>	

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**REFERENCE #2:**

<b>Company Name:</b>	
<b>Company Address:</b>	
<b>Contract Project Name:</b>	
<b>Contact Name and Title:</b>	
<b>Contact Phone:</b>	
<b>Contact Email:</b>	
<b>Contract Award Date:</b>	
<b>Contract Completion Date:</b>	
<b>Brief Description of Services:</b>	

**REFERENCE #3:**

<b>Company Name:</b>	
<b>Company Address:</b>	
<b>Contract Project Name:</b>	
<b>Contact Name and Title:</b>	
<b>Contact Phone:</b>	
<b>Contact Email:</b>	
<b>Contract Award Date:</b>	
<b>Contract Completion Date:</b>	
<b>Brief Description of Services:</b>	

## Attachment E: Insurance Requirements

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### INSURANCE REQUIREMENTS

As part of the proposal response, the Respondent shall supply an original, certified copy of an insurance certificate listing the Entity as additional insured. The Selected Firm(s) 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. **Workman's 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** protects 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 \$500,000.00 excess of specified limits.
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## Attachment F: Statement of Bonding Capacity

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### Responders shall follow the instructions provided below regarding Bonding

The types of construction bonds include a bid bond, payment bond and performance bond as financial protection and assurance to the Entity that the project will be accepted and completed free of all liens.

**Bid Bond:** Guarantees the **Respondent** will honor the terms of the RFP/Bid and accept the job if awarded the contract.

**Payment Bond:** Guarantees payment of subcontractors, laborers and suppliers in compliance with the contract terms if the **Contractor** fails to PAY subcontractors and material suppliers.

**Performance Bond:** Guarantees **Contractor** faithful PERFORMANCE to complete the contract in compliance with the agreed plans, specifications, and contract documents.

The only forms of surety acceptable for bonds are:

- Cashier's Check
- Certified Check
- United States Treasury Bond
- Certificate of Deposit
- Irrevocable Letter of Credit issued by a financial Institution subject to the laws of Texas
- NO CASH

Type of Bond	Party Required to Submit Bond	When to Submit Bond	Amount of Bond
<b>Bid Bond</b>	Respondent	Include with the Respondent's submittal when instructed	See Bid Bond Instructions below
<b>Payment Bond</b>	Selected Firm only	For counties, if the contract is in excess of \$25,000, a Payment Bond is required.  The Payment Bond must be executed by a corporate surety and provided within 10 days of award notification.	A Payment Bond in the amount of the total contract price.
<b>Performance Bond</b>	Selected Firm only	If the contract is in excess of \$100,000, a Performance Bond must be executed by a corporate surety and provided within 10 days of award notification.	A Performance Bond in the amount of the total contract price.

### Requirements for Bid Bonds:

- Option 1: For this project, a Bid Bond is not required.

**Requirements for Payment and Performance Bonds:**

**At the time of submittal response,** Responders shall verify their 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 project(s).** Firm shall carry a bonding capacity equal to the value of the scope of work upon execution of the Contract.

**Upon selection,** the selected firm(s) shall provide the following:

Within 10 days of notification of award, the bonds must be made payable, executed and delivered to the Entity. The name, address, and telephone number of a contact person for the bonding company shall be provided. Upon the request in writing of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under this Agreement, the Responder shall promptly furnish a copy of the bonds or shall permit a copy to be made.

Bonds shall be signed by an agent resident in the State of Texas and the date of the bond shall be the date of the execution of this Agreement and/or commencement of construction activities. If at any time during the continuance of this Agreement the surety of the Responder's bonds becomes insolvent, the Entity shall have the right to require additional and sufficient sureties which the Responder shall furnish to the satisfaction of the Entity within 10 days after notice to do so. In default thereof, the Responder may be suspended and all payment or money due to the Responder withheld.

The Responder shall deliver the required bonds to the Entity before the commencement of any work at the project site.

All bonds will be reviewed for compliance with the Contract Documents prior to execution of the contract and/or commencement of construction activities. In the event that the Responder has any questions concerning the sufficiency of the bonds, the bonds will be referred to the Entity or the Entity's representative for review and decision. **All bonds shall be originals.** The Responder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the Power-of Attorney.

## Attachment G: Ethics and Conflict of Interest Acknowledgement

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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.

Matagorda 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 Matagorda 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 Matagorda 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 Matagorda County or a vendor doing business with the 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 Matagorda 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 Matagorda 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, influencing the content specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or controversy pertaining to any contract or subcontract, or to any solicitation or proposal therefore pending before Matagorda 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 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 Matagorda County and agree to comply with them in all business dealings with the County.

[Vendor Authorized Representative Signature] \_\_\_\_\_

PRINT NAME AND TITLE: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

[Date] : \_\_\_\_\_

# Attachment H: Texas Ethics Commission Certificate of Interested Parties (Form 1295)

(To be completed ONLY by the Selected Firm)

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.		<b>OFFICE USE ONLY</b>																																							
<b>1</b> Name of business entity filing form, and the city, state and country of the business entity's place of business.		Must file online at <a href="http://www.ethics.state.tx.us/File">www.ethics.state.tx.us/File</a>																																							
<b>2</b> Name of governmental entity or state agency that is a party to the contract for which the form is being filed.																																									
<b>3</b> Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.																																									
<b>4</b> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2" style="width: 35%; padding: 5px;">Name of Interested Party</th> <th rowspan="2" style="width: 25%; padding: 5px;">City, State, Country (place of business)</th> <th colspan="2" style="width: 40%; padding: 5px;">Nature of Interest (check applicable)</th> </tr> <tr> <th style="width: 15%; padding: 5px;">Controlling</th> <th style="width: 25%; padding: 5px;">Intermediary</th> </tr> </thead> <tbody> <tr><td style="height: 20px;"> </td><td> </td><td> </td><td> </td></tr> <tr><td style="height: 20px;"> </td><td> </td><td> </td><td> </td></tr> <tr><td style="height: 20px;"> </td><td> </td><td> </td><td> </td></tr> <tr><td style="height: 20px;"> </td><td> </td><td> </td><td> </td></tr> <tr><td style="height: 20px;"> </td><td> </td><td> </td><td> </td></tr> <tr><td style="height: 20px;"> </td><td> </td><td> </td><td> </td></tr> <tr><td style="height: 20px;"> </td><td> </td><td> </td><td> </td></tr> <tr><td style="height: 20px;"> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>				Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)		Controlling	Intermediary																																
Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)																																							
		Controlling	Intermediary																																						
<b>5</b> Check only if there is no Interested Party. <input type="checkbox"/>																																									
<b>6 UNSWORN DECLARATION</b> My name is _____, and my date of birth is _____. My address: _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country). I declare under penalty of perjury that the foregoing is true and correct. Executed in _____ County, State of _____, on the _____ day of _____, 20____. <span style="float: right;">(month) (year)</span>																																									
_____ Signature of authorized agent of contracting business entity (Declarant)																																									
<b>ADD ADDITIONAL PAGES AS NECESSARY</b>																																									

## Attachment I: Conflict of Interest Questionnaire Instructions

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The Respondent 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.**

In the event that a conflict is identified, Respondents must also provide 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.*

# Attachment I: Conflict of Interest Questionnaire (Form CIQ)

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b>		<b>FORM CIQ</b>
<b>For vendor doing business with local governmental entity</b>		
<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<b>OFFICE USE ONLY</b>  Date Received	
<b>1</b> Name of vendor who has a business relationship with local governmental entity.		
<b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
<b>3</b> Name of local government officer about whom the information is being disclosed.	_____ Name of Officer	
<b>4</b> Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.		
<p 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>		
<b>5</b> Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.		
<b>6</b> <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).		
<b>7</b>	_____ 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 J: Disclosure of Lobbying Activities SF-LLL**  
**Certification Regarding Lobbying**  
*(To be submitted with each bid or offer exceeding \$100,000)*

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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, \_\_\_\_\_ (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.

<b>SIGNATURE:</b>	
<b>NAME OF AUTHORIZED AGENT:</b>	
<b>TITLE OF AUTHORIZED AGENT:</b>	
<b>DATE:</b>	



## Disclosure of Lobbying Activities

**COMPLETE THIS FORM ONLY IF YOUR BID OR OFFER EXCEEDS \$100,000 AND FUNDS HAVE BEEN OR WILL BE PAID FOR LOBBYING ACTIVITIES RELATED TO THIS RFP.**

<b>Type of Federal Action:</b> _____ a. contract _____ b. grant _____ c. cooperative agreement _____ d. loan _____ e. loan guarantee _____ f. loan insurance	<b>Status of Federal Action:</b> _____ a. bid/offer/application _____ b. initial award _____ c. post-award	<b>Report Type:</b> _____ a. initial filing _____ b. material change
<b>Name and Address of Reporting Entity:</b> _____ Prime _____ Subawardee Tier____, If Known:  <b>Congressional District, if known:</b>	<b>If Reporting Entity in No. 4 is Subawardee,</b> Enter Name and Address of Prime:  <b>Congressional District, if known:</b>	
<b>Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, <i>if applicable</i> : _____	
<b>Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b>  \$	
<b>10. a. Name and Address of Lobbying Registrant</b> <i>(if individual, last name, first name, MI):</i>	<b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
<b>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b>	<b>Signature:</b> _____  <b>Print Name:</b> _____  <b>Title:</b> _____  <b>Telephone No.:</b> _____ <b>Date:</b> _____	
<b>Federal Use Only</b>	<b>Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)</b>	

## Attachment K: Bidder's Certification

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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** defined in Section 2252.001(3), Texas Government and our principal place of business is located \_\_\_\_\_ (City and State).

<b>SIGNATURE:</b>	
<b>NAME OF AUTHORIZED AGENT:</b>	
<b>TITLE OF AUTHORIZED AGENT:</b>	
<b>DATE:</b>	

**Attachment L: NON-COLLUSION AFFIDAVIT**

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**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: \_\_\_\_\_

Before me, on this day personally appeared (Name) \_\_\_\_\_, known to me (or proved to me on the oath of or through (description of identity card or other document) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public's Signature

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

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