

Fisher County

112 Concho
Roby, TX 79543

REQUEST FOR PROPOSALS FOR CONSTRUCTION SERVICES FOR Restroom Remodel

This project is being supported, in whole, by federal award number SLFRP4644 allocated to the County of Fisher under the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) by the U.S. Department of the Treasury. All funds must be expended by December 31, 2026.



Fisher County

RFPs to be received on:

October 3, 2024 @ 9:00 a.m.

Prepared By: County Auditor's Office

5266

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

8/19/2024

Re: Solicitation of Construction Services for the Bathroom Remodel Project funded with Coronavirus State and Local Fiscal Recovery Funds (SLFRF) allocated under the American Rescue Plan Act (ARPA)

Fisher County has received an allocation of Coronavirus State and Local Fiscal Recovery Funds (SLFRF) funded by the American Rescue Plan Act (ARPA) and is issuing a Request for Proposals (RFP) to solicit responses for a construction contract. The RFP solicitation is to assist Fisher 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. Refer to the Schedule of Events and Selection Summary in Section 1 of this document for response details.

Respondent is responsible to ensure that their RFP response is received in a timely manner and that it contains all elements of the RFP including all required forms and any addendums issued. Respondent should complete the Solicitation Response Cover Sheet/Acknowledgement of Addenda/Submission Checklist contained in Attachment A and all other requirements identified in the RFP. RFP responses received after the deadline will not be opened and therefore not evaluated or considered for award, regardless of whether or not the delay was outside the control of the submitting provider. Fisher County reserves the right to negotiate with any and all service providers submitting timely responses, to reject any and all bids, and to select multiple respondents if it deems and/or desires to do so.

Fisher 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.

Sincerely,

Becky Mauldin
Fisher County Auditor

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SECTION 1 – SCHEDULE OF EVENTS AND SELECTION SUMMARY

1.1 SCHEDULE OF EVENTS – ALL DATES ARE TENTATIVE

1.1.1 The City/County, hereinafter called “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.

SCHEDULE OF EVENTS
Bathroom Remodel

5266			
Return questions and responses to the Sole Point of Contact identified below:			
NAME:	Becky Mauldin	PHONE:	325-776-3255
ADDRESS:	P.O. Box 430, Roby, Texas 79543	EMAIL:	Becky.Mauldin@fishercounty.org
Responses for this RFP must be submitted via email or mail to the Sole Point of Contact identified above.			
If the client desires hard copies, then specify the number of copies and delivery address.			
RFP SCHEDULE			
RFP ISSUE DATE:	August 22, 2024		
RESPONDENT QUESTIONS DUE BY:	September 23, 2024, 9:00 a.m.		
QUESTIONS ANSWERED BY:	Close of Business – September 27, 2024		
MANDATORY SITE VISIT:	One site visit before September 23, 2024		
The Entity shall reject responses submitted by firms that do not attend the mandatory site visit.			
RFP RESPONSE DUE DATE:	October 3, 2024, 12:00 a.m.		
ESTIMATED AWARD DATE:	October 7, 2024		

1.2 SELECTION OF RESPONDENT(S)

- 1.2.1 The Entity intends to select Respondent(s) that best meet the needs of the Entity and that provide the best overall value. The Entity reserves the right to award multiple contracts from the finalist pool of successful Respondent(s). Respondents will be rated and ranked according to the evaluation criteria set forth below. The Entity intends to enter into negotiations with the top-ranked Respondent (i.e., the most highly qualified) and attempt to negotiate a fair and reasonable price; if negotiations fail, the Entity shall formally end negotiations with that respondent and attempt to negotiate with the next most highly qualified provider. The Entity shall proceed in like manner until it has contracted with a sufficient number of providers to respond to the identified scope of work.
- 1.2.2 The Entity reserves the right to check references on any projects performed by the Respondent, whether provided by the Respondent or known by the Entity.
- 1.2.3 The Entity is not required to accept the lowest cost proposal.
- 1.2.4 The Entity may make such investigation as deemed necessary to determine the ability of the Respondent to perform the work, and the Respondent shall furnish to the Entity all such information by the date specified by the Entity.
- 1.2.5 The Entity may conduct such investigations as it deems necessary or appropriate to assist in the evaluation of any RFP response and to establish the responsibility, qualifications, and financial ability of the Respondent, their proposed subcontractors, and other persons or organizations submitted within a Respondent's response to do the work to the Entity's satisfaction within the prescribed time.
- 1.2.6 The Entity reserves the right to conduct interviews of short-listed Respondent(s) prior to making a final selection.
- 1.2.7 The Entity reserves the right to contact references as deemed necessary to complete its analysis.

See SECTION 4 – EVALUATION CRITERIA, for additional information on how Respondents will be evaluated and selected.

SECTION 2 – INTRODUCTION

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

The Entity is seeking construction contractor(s) experienced in providing rehabilitation services. General details for the project include:

- 2.1.1 **Project Name:** Restroom Remodel Project
- 2.1.2 **Project Location:** Inside the Fisher County Courthouse 112 North Concho
- 2.1.3 **General Description:** Update the men's and women's restrooms.
New stalls, new sinks, new floor, new wall tile, wallpaper, lighting, hands-free water faucets, and a counter under the sinks for storage that is handicap accessible.
- 2.1.4 **Time of Work:** Work on this project may be performed Monday-Friday during the hours of 9:00 am until 5:00 p.m. Work may not be performed on weekends (or holidays). Only one restroom at a time so that we still have a working one for the employees.

2.1.5 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

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

The Entity will award on a Lump Sum Price on each component of work. A Respondent's proposal must be responsive to this solicitation and include all required documents as instructed in the solicitation and listed in the Solicitation Response Cover Sheet/Acknowledgement of Addenda/Submission Checklist (Attachment A).

2.4 TERM OF CONTRACT

The contract shall be effective upon date of execution (signed by the Entity designee.) The contract term is projected for a term of 8 months 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 an approved Contract Change Order with the same terms and conditions. All work on this project shall be completed and accepted by the Entity no later than December 1, 2025. A sample contract is available for review at Appendix I.

2.5 BID ACCEPTANCE

- 2.5.1 Proposals must be received, time stamped or otherwise acknowledged before the specified hour and date. Late submittals WILL NOT be considered under any circumstances. The Entity will not be held responsible for any solicitation response that is mishandled prior to receipt by the Entity. The Entity will not be responsible for any technical issues that result in late delivery, inappropriately identified documents, or other submission error that may lead to disqualification (including substantive or administrative) or nonreceipt of the respondent's response.
- 2.5.2 The Entity reserves the right to accept or reject any and all proposals, to accept any proposal deemed advantageous and to waive irregularity in the proposals. By submitting a response, the Respondent acknowledges and will adhere to all specifications as stated within this procurement packet.
- 2.5.3 Proposals CANNOT be altered or amended after the due date. Any alterations made before the due time must be initialed by Respondent or authorized agent. No response may be withdrawn after due date without approval and based on a written acceptable reason.
- 2.5.4 The Entity reserves the right to revise or amend the specifications prior to the due date. Such revisions or amendments, if any, will be announced by amendments or addendums to these specifications. Copies of such amendments or addendums so issued will be posted to the Entity's bidding websites. If Respondent demonstrates just reason for a change, the Entity must have at least five (5) working days' notice prior to submission due date.
- 2.5.5 In the event that Respondent finds discrepancies in or omissions from the specifications or other documents or be in doubt as to their meaning, Respondent should at once notify the Entity Sole Point of Contact and obtain clarification prior to submitting a response.
- 2.5.6 All Respondents must meet or exceed the minimum specifications to be considered a valid response.

The Entity reserves the right to accept or reject all or any part of any response, waive minor technicalities and award the contract either to the lowest responsible Respondent or to the Respondent who provides goods or services at the best value for the Entity.

- 2.5.7 If a response contains proprietary information, the Respondent must declare such information as proprietary if Respondent 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 Respondent as "Proprietary" or "Confidential."
- 2.5.8 The Respondent 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 Respondent that it understands and has complied with the requirements of the RFP. Submission of a response indicates the RFP information provided was sufficient in scope and detail to convey understanding of anticipated terms and conditions for performance of the work.
- 2.5.11 RFP Respondents 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 format shown below. 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 Sole 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

On issuance of this solicitation, except for the written inquiries described in Section 2.6 above, the Entity, its representative(s), or partners will not answer any questions or otherwise discuss the contents of this solicitation with any potential respondent 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

Prior to the solicitation submission deadline, a Respondent may: (1) withdraw its solicitation response by submitting a written request to the Sole Point of Contact identified; or (2) modify its solicitation response by submitting a written amendment to the Sole 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 INTO A CONTRACT

Should the bidder, to whom the contract is awarded, fail to enter into a contract within twenty-one (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

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 the services being provided are deemed deficient in any way.

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

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: The resulting Contract 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 the Contract; or violation of any of the covenants, agreements, or stipulations of the contract, 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 the Contract.

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 the Contract 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 the Contract 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 the Contract is terminated for cause, excluding funding discontinuance or disapproval, Contractor shall have the right to attempt to cure its failure during the thirty-day (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 the Contract 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 the Contract, less payments of compensation previously made. If the Contract is terminated due to the fault of the Contractor, Section 2.9.4 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 products prepared by the Contractor under the Contract or with grant funds shall, at the option of the Entity, become Entity's property.

2.10 TRANSITIONAL PERIOD

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 Respondent shall have no convictions or civil judgments preceding nor thereafter this solicitation rendered against Respondent for 1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; 2) violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- 3.1.2 The selected Respondent 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 state law or the appropriate licensing authority.
- 3.1.4 Respondent must not be debarred at the time of response submission, and prior to award of a

contract, the System for Award Management (SAM.gov) and the Texas Comptroller's website will be checked to ensure Respondent is not debarred. If the Respondent is debarred, the Respondent's proposal will not be evaluated.

3.2 SCOPE OF SERVICES

The required services shall be performed in accordance with Key Tasks as described below and attached Exhibits:

- 3.2.1 Exhibit A: Project Scope of Work
- 3.2.2 Exhibit B: Required Contract Provisions
- 3.2.3 Exhibit C: Prevailing Wage Decision
- 3.2.4 Exhibit D: Other Relevant Information

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 and 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 and gas), hookup and punch list.
- 3.3.2 Maintain a pool of general/subcontractors, Architectural/Engineering (A/E) Firms, and other trades adequate to complete construction adhering to Entity'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 Certificates of Compliance (as applicable), are issued and properly documented.
- 3.3.5 Provide a warranty on all completed construction. At a minimum, a one-year warranty for workmanship and materials and a 10-year warranty for structure, and an appliance warranty from the 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 reassignment of superintendent within forty-eight (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's 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 payroll) on a weekly basis. Allow access to the site to interview employees and provide photographs of required on-site signage (location to be determined) per requirements of Texas Prevailing Wage.

- 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, and 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 Entity 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

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

3.4.1 Preconstruction Services

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

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

3.4.2 Construction Services

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

- 3.4.2.1 Respondents shall meet with assigned Entity contact (or assignee) to review selections of construction materials.
- 3.4.2.2 Respondents will be responsible for coordinating 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.
- 3.4.2.3 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.
- 3.4.2.4 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.

- 3.4.2.5 Respondents shall provide construction services in accordance with the Entity's building codes and within the prescribed construction timelines and approved schedule.
- 3.4.2.6 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.
- 3.4.2.7 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.
- 3.4.2.8 Respondents shall visit and thoroughly inspect the project sites and any structures or other manmade features to be modified.
- 3.4.2.9 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.
- 3.4.2.10 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.
- 3.4.2.11 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.
- 3.4.2.12 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**

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**

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

- 3.4.4.1 The selected Firm(s) will generate and maintain a master schedule (schedule of all assigned construction sites whether one or 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.

- 3.4.4.2 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.
- 3.4.4.3 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**

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

- 3.4.5.1 The Firm shall have detailed procedures addressing environmental risks and safety hazards and provide mitigation methods. The Firm shall identify and ensure that all Personal Protective Equipment (PPE) required for performing services is utilized.
- 3.4.5.2 All health and safety complaints must be addressed immediately, and the Entity must be notified of the complaints and proposed resolutions within twenty-four (24) hours.
- 3.4.5.3 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.
- 3.4.5.4 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**

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

- 3.4.6.1 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.
- 3.4.6.2 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.
- 3.4.6.3 Section 2258.023 – Penalty – A contractor or subcontractor who violates this section shall pay penalty to the Entity on whose behalf the contract is made. A public body awarding a contract shall specify this penalty in the contract.
- 3.4.6.4 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**

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

- 3.4.7.1 Respondent shall obtain a COO (when applicable) and provide a copy of the certificate to the Entity.
- 3.4.7.2 Respondent shall transfer all operations and maintenance manuals, keys, warranty information, and similar submittals required by the Contract Documents as directed.
- 3.4.7.3 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**

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**

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

- 3.4.9.1 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. **A ten percent (10%) retainage will be withheld on each payment that would be reimbursed.**
- 3.4.9.2 Firm shall submit a request for payment 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 request for payment 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.
- 3.4.9.3 The selected Firm(s) are eligible for final payment once a COO 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 have 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.
- 3.4.9.4 Firm(s) are eligible for the 10% retainage payment thirty (30) days after passing final inspection and completion of all punch list items. If determined necessary by the

Entity, proof of payment to subcontractors may be requested.

3.4.10 Record Keeping

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

- 3.4.10.1 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.
- 3.4.10.2 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.
- 3.4.10.3 Respondents shall document all communications regarding the construction status and any other issues.
- 3.4.10.4 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.
- 3.4.10.5 All records shall be retained for a period of **five (5) years** following the closeout of the Entity's federal grant.
- 3.4.10.6 The selected Firm(s) shall support and assist the Entity pertaining to close out of the federal grant, including financial reconciliation, reporting, record keeping, and achievement of eligible activities and services.

3.4.11 **Insurance**

- 3.4.11.1 An original, certified copy of an Insurance Certificate listing the Entity as additional insured, must be submitted with the Respondent's submittal **(see Attachment E for requirements)**. The successful Respondent will be required to maintain at all times during performance of the Contract, the insurance detailed below.
- 3.4.11.2 Workers' Compensation Insurance
- 3.4.11.3 Employers' Liability Insurance
- 3.4.11.4 Comprehensive General Liability Insurance
- 3.4.11.5 Excess Liability Insurance, Comprehensive General Liability Insurance, Comprehensive Automobile Liability Insurance

3.4.12 **Builder's Risk Insurance**

Selected Firm(s) will be required to carry Builder's Risk Insurance in an amount sufficient to ensure completion of the project scope. Firm(s) will be required to provide evidence of Builder's Risk coverage prior to Contract execution, and no later than fifteen (15) days of request.

3.4.13 **Bid, Performance, and Payment Bonds (See Attachment F)**

- 3.4.13.1 The selected Firm(s) will be required to provide a Bid Bond in accordance with information contained in Attachment F.
- 3.4.13.2 The selected Firm(s) will be required to maintain Performance and Payment Bonds in accordance with information contained in Attachment F. In no event shall the bond requirements be for less than one hundred percent (100%) of a Firm's amount under the contract at any given time. All bonds must be issued by a bonding agent with at least an "A" rating, and the bonding companies must be listed in the Department of the Treasury's Listing of Certified Companies. The bonds must be submitted within fifteen (15) days of the request.
- 3.4.13.3 A Payment Bond on the part of the contractor for one hundred percent (100%) of the contract price is required. A Payment Bond is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and/or material in the execution of the work provided for in the contract. Required Payment Bond(s) must be filed within fifteen (15) days from the date of the Notice of Award.
- 3.4.13.4 A Performance Bond on the part of the contractor for one hundred percent (100%) of the contract price for contracts that are greater than One Hundred Thousand Dollars (\$100,000) is required. A Performance Bond is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

3.4.14 **Use of Historically Underutilized Businesses**

In accordance with 2 CFR 200 § 200.321, the selected Respondent(s) performing procurement of subcontractors shall take all necessary affirmative steps to ensure that small, minority, and women-owned business enterprises (SMWBEs), 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 described within the contract provisions (Exhibit B of this document) and may be required to take the following outreach efforts and actions:

- 3.4.14.1 Placement on Bidders' lists;

- 3.4.14.2 Ensuring that solicitations are mailed to HUBs and (Minority and Women Owned Business Enterprise (MWBE) firms;
- 3.4.14.3 Allocating requirements into smaller amounts, when feasible, to permit maximum participation;
- 3.4.14.4 Establishing delivery requirements, when feasible, for compatibility with capability of the above-listed type businesses and firms;
- 3.4.14.5 Using the services of the Small Business Administration; and
- 3.4.14.6 When subcontracts are considered, requiring the prime contractor to take these steps above (1-5) for the subcontracts.
- 3.4.14.7 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.
- 3.4.14.8 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 MWBE vendors.
- 3.4.14.9 Minority-owned businesses from public and private sector entities from Minority Business Development Agency (MBDA) centers:
- 3.4.14.10 To the fullest extent possible and to ensure compliance with 2 CFR 200 requirements, the firm selected should include as part of their listing of solicited bidders, the list of MBDA below. The client must also ensure that HUBs/SWMBEs closest to them are included as respondents to the bid and/or solicitation package.

LIST OF MBDA CENTERS
Dallas MBDA Business Center - 214-920-2436 Website: https://www.mbdadfw.com Email: admin1@mbdadallas.com
Dallas Fort Worth WBC - 214-572-9452 Website: https://womensbusinesscenterdfw.com/ Email: wbcdfw@liftfund.com

3.5 **Terms and Conditions**

- 3.5.1 **Indemnity Clause** – The Respondent agrees to indemnify and save harmless the Entity and its officers, agents, and employees from any and all claims, causes or action, and damages of every kind, for injury to or death of any person and damages, to property arising out of or in connection with the work done by Respondent under this contract, and including acts or omissions of the Entity or its officers, agents, or employees in connection with said contract.
- 3.5.2 **Equal Opportunity Employer** – The successful Respondent shall warrant and agree that he/she

is an Equal Opportunity Employer. Should complaints of any form of discrimination, either in dispensation of the service, or within company hiring policies be substantiated, this contract may be terminated immediately.

- 3.5.3 **Assignment** – The successful Respondent 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 Respondent 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 Respondent to examine any form, instrument, document, or site shall in no way relieve any Respondent from any obligation in respect to this RFP.
- 3.5.5 **Compliance with Laws** – The Respondent agrees to comply with the requirements of Section 603 of the Act, regulations adopted by Treasury pursuant to Section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing.
- 3.5.5.1 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. Respondent shall obtain and pay for such permits and inspections as are required for the legal performance of this work, unless otherwise specified. Respondent shall comply with all federal and state laws and Entity's ordinances and codes applicable to the Respondent's operation under this contract. These specifications and the contract resulting here shall be fully governed by the laws of the State of Texas and shall be fully performable in Fisher 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 or a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality shall be used. All interpretations of specifications shall be made on the basis of this statement. The Respondent should request clarification from the Entity as specified in this document.
- 3.5.7 **Severability** – If any section, subsection, paragraph, sentence, clause, phrase or word in these requirements or specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and specifications; and it is hereby declared that such remaining portions would have been included in these requirements and 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 Officials of the Entity.

4.2 FINANCIAL STABILITY OF RESPONDENT:

Pass/Fail

Financial stability of the Respondent to successfully undertake the project and the ability to ensure performance over the duration of the contract.

4.3 TECHNICAL COMPETENCE REQUIREMENTS:

100 Points Total

Extent to which the proposed solution meets the needs of the Entity, including, but not limited to, the criteria in the evaluation matrix and in the submission requirements section and as expressed in this document.

4.4 EVALUATION MATRIX

Evaluation Criteria – Solicitation responses shall be evaluated in accordance with Part 200 of the Uniform Administrative Requirements, Cost Principles, Audit Requirement, and Chapter 2269 of the Texas Government Code. The Entity will make the selection on the basis of demonstrated competence and qualifications; and to a Respondent that 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
TOTAL SCORE	100

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 and 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 Respondent's Name, RFP number, and time/due date of RFP.

To ensure some degree of uniformity in the submission, please follow the outline listed below.

5.1 STATEMENT OF INTEREST

The statement of interest should be limited to a maximum of two (2) pages and must include a brief introduction of the company and the 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 three (3) pages, excluding the organizational chart and resumes of no more than five (5) key personnel. Minimum submission shall address the following:

5.2.1 **EXPERIENCE** – Respondents shall provide a maximum three (3) page narrative description (excluding project descriptions and references) 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.

5.2.1.2 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, and 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 organizational 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 (2) 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 five (5) resumes may be submitted as an attachment to the response.

5.3 CAPACITY TO PERFORM

Respondent should state its firm commitment to be fully mobilized and operational within sixty (60) 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 2.4 – 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 that follow.

5.4 FINANCIAL STABILITY

Respondent shall provide a statement that includes the following:

- 5.4.1 A full disclosure of any events, liabilities, or contingent liabilities that could affect Respondent's financial ability to perform this contract; and
- 5.4.2 Other financial information sufficient for the Entity, in its sole judgement, to determine if Respondent is financially solvent or adequately capitalized.

5.5 LEGAL ACTIONS

Provide a list of all pending litigation and include a brief description of the reason for legal action (if applicable).

5.6 PRICING

- 5.6.1 Respondents shall complete and submit the Pricing Sheet (see Attachment B).
- 5.6.2 Prices for all goods and/or services shall be all inclusive. Pricing offered shall be valid for ninety (90) days from response due date.
- 5.6.3 The Entity is exempt from taxes.
- 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 Respondent 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.

LIST OF EXHIBITS

- | | |
|-----------|---|
| EXHIBIT A | PROJECT SCOPE OF WORK |
| EXHIBIT B | REQUIRED CONTRACT PROVISIONS |
| EXHIBIT C | PREVAILING WAGE DECISION |
| EXHIBIT D | OTHER RELEVANT INFORMATION/SPECIAL
CONDITIONS FOR CONSTRUCTION |

EXHIBIT A – PROJECT SCOPE OF WORK

Goals: Updating the 2 Public Restrooms in the Courthouse

Demo: Remove 6 stalls, tile, wallpaper, 4 sinks, and 4 fixtures in the restrooms. Take out 2 old built-in trash cans on the walls and 2 old feminine hygiene machines. Would like to have one restroom redone at a time while updating so the other can be used. Clean up all old material that is being taken out and hauled away.

Add 6 new stalls, tile, wallpaper and/or paint, 4 new sinks with counter space, 2 new fixtures, 2 new mirrors, and lighting. New exhaust fans, light switches, and plugs. Add 2 hand-drying station. Need hooks in stalls for handbags etc. Add new toilets if needed (6 total & 2 urinals) but not necessary if they are still in good condition.

Add on if needed: Update plumbing in the wall between bathrooms as needed.

ARPA Required Provisions for EC6.1/Revenue Loss Projects

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
ARPA Terms & Conditions			
ARPA Terms, Conditions, & Records	<p>1. Use of Funds.</p> <p>a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.</p> <p>b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.</p>	<p>Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2;</p> <p>Section 602(b), 603(b) and/or 603(c) as applicable</p>	Subrecipients
ARPA Terms, Conditions, & Records	<p>2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipients may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.</p>	<p>Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2;</p> <p>Section 602(b), 603(b) and/or 603(c) as applicable</p>	Subrecipients
ARPA Terms, Conditions, & Records	<p>3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.</p>	<p>Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2;</p> <p>Section 602(b), 603(b) and/or 603(c) as applicable</p>	Subrecipients
ARPA Terms, Conditions, & Records	<p>4. Maintenance of and Access to Records</p> <p>a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.</p> <p>b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.</p> <p>c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.</p>	<p>Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2;</p> <p>Section 602(b), 603(b) and/or 603(c) as applicable</p>	<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 CFR § 200.458, may not be paid with funding from this award.</p>	<p>Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2;</p>	Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
		Section 602(b), 603(b) and/or 603(c) as applicable	
ARPA Terms, Conditions, & Records	6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 CFR § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 CFR § 200.112.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors 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 CFR Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury [ARPA/SLFRF EC 6.1 applicable Uniform Guidance Sections are specifically listed/included at end of this document]. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.		Contractor RFP/IFB Contractor RFQ Subrecipients Vendors EC 6.1 Awardees

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	<p>ii. Universal Identifier and System for Award Management (SAM), 2 CFR Part 25, pursuant to which the award term set forth in Appendix A to 2 CFR Part 25 is hereby incorporated by reference.</p> <p>iii. Reporting Subaward and Executive Compensation Information, 2 CFR Part 170, pursuant to which the award term set forth in Appendix A to 2 CFR Part 170 is hereby incorporated by reference.</p> <p>iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement), 2 CFR Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 CFR Part 180, subpart B) that the award is subject to 2 CFR Part 180 and Treasury's implementing regulation at 31 CFR Part 19.</p> <p>v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 CFR Part 200, Appendix XII to Part 200 is hereby incorporated by reference.</p> <p>vi. Governmentwide Requirements for Drug-Free Workplace, 31 CFR Part 20. (Subrecipient Only)</p> <p>vii. New Restrictions on Lobbying, 31 CFR Part 21.</p> <p>viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.</p> <p>ix. Generally applicable federal environmental laws and regulations.</p> <p>c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:</p> <p>i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 CFR 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>		

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	<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 CFR 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 CFR § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.	<p>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	11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of state or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.	<p>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 (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.	<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	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."	<p>Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2;</p>	<p>Contractor RFQ</p> <p>Subrecipients</p> <p>EC 6.1 Awardees</p>

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
		Section 602(b), 603(b) and/or 603(c) as applicable	
ARPA Terms, Conditions, & Records	<p>14. Debts Owed the Federal Government.</p> <p>a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.</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>	<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>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>	<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>

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	<ul style="list-style-type: none"> i. A member of Congress or a representative of a committee of Congress; ii. An Inspector General; iii. The Government Accountability Office; iv. A Treasury employee responsible for contract or grant oversight or management; v. An authorized official of the Department of Justice or other law enforcement agency; vi. A court or grand jury; or vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct. <p>c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.</p>		
ARPA Terms, Conditions, & Records	17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.	<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	18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.	<p>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>
Applicable Uniform Guidance Sections			

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

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	<p>applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.</p> <p>(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.</p> <p>(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.</p> <p>(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.</p> <p>(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.</p> <p>(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.</p> <p>(9) Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.</p> <p>(10) The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work. Provided, that if the [recipient] so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or</p>		

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	<p>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 recipient agency in the discharge of the agency's primary responsibility for securing compliance.</p> <p>The recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the [recipient] agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.</p>		
<p>State Provision Applies at any amount and/or >\$2,000 for CDBG/Braided Funds</p>	<p>Texas Prevailing Wage requirements applies only to the construction of a <u>public work</u>, including a building, highway, road, excavation, and repair work or other project development or improvement, paid for in whole or in part from public funds, without regard to whether the work is done under public supervision or direction. (G.V. 2258)</p> <p>-----</p> <p>Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$10,000,00 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by</p>	<p>2 CFR 200 APPENDIX II (D)</p> <p>And</p> <p>TX G.V. 2258 Prevailing Wage Rates</p>	<p>Contractor RFP/IFB</p> <p>Subrecipients</p>

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	Department of Labor regulations (29 CFR Part 3 , “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.		
None	The Federal awarding agency must establish conflict of interest policies for Federal awards. The non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.	2 CFR 200.112	Contractor RFP/IFB Contractor RFQ Subrecipients EC 6.1 Awardees
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 FAPIS). Failure to make required disclosures can result in any of the remedies described in § 200.339 . (See also 2 CFR part 180 , 31 U.S.C. 3321 , and 41 U.S.C. 2313 .)	2. CFR 200.113	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors EC 6.1 Awardees
None	Non-Federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180 . The regulations in 2 CFR part 180 restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.	2 CFR 200.214	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors EC 6.1 Awardees
Over \$50,000	Federal awarding agencies and recipients are subject to the regulations implementing Never Contract with the Enemy in 2 CFR part 183 . The regulations in 2 CFR part 183 affect covered contracts, grants and cooperative agreements that are expected to exceed \$50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.	2 CFR 200.215	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors EC 6.1 Awardees
None	(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to: (1) Procure or obtain;	2 CFR 200.216	Contractor RFP/IFB Contractor RFQ Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	<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 Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).</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 Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.</p> <p>(c) See Public Law 115-232, section 889 for additional information.</p> <p>(d) See also § 200.471.</p>		<p>Vendors</p> <p>EC 6.1 Awardees</p>
None	<p>Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms.</p> <p>(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.</p> <p>(b) Affirmative steps must include:</p>	2 CFR 200.321	<p>Contractor RFP/IFB</p> <p>Contractor RFQ</p> <p>Subrecipients</p>

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	<p>(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;</p> <p>(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;</p> <p>(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;</p> <p>(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;</p> <p>(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and</p> <p>(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.</p>		
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 (3) years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. All records related to ARPA shall be maintained for five (5) years per the ARPA terms, conditions, and regulations. The only exceptions are the following:</p> <p>(a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. All records related to ARPA shall be maintained for five (5) years per the ARPA terms, conditions, and regulations.</p> <p>(b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.</p> <p>(c) Records for real property and equipment acquired with Federal funds must be retained for three (3) years after final disposition. All records related to ARPA shall be maintained for five (5) years per the ARPA terms and conditions and regulations.</p> <p>(d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity All records related to ARPA shall be maintained for five (5) years per the ARPA terms and conditions and regulations. All records related to ARPA shall be maintained for five (5) years per the ARPA terms, conditions, and regulations.</p>	2 CFR 200.334	<p>Contractor RFP/IFB</p> <p>Contractor RFQ</p> <p>Subrecipients</p> <p>Vendors</p> <p>EC 6.1 Awardees</p>

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	<p>(e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.</p> <p>(f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).</p> <p>(1) <i>If submitted for negotiation.</i> If the proposal, plan, or other computation is required to be submitted to the Federal government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission. All records related to ARPA shall be maintained for five (5) years per the ARPA terms, conditions, and regulations.</p> <p>(2) <i>If not submitted for negotiation.</i> If the proposal, plan, or other computation is not required to be submitted to the Federal government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation. All records related to ARPA shall be maintained for five (5) years per the ARPA terms, conditions, and regulations.</p>		
None	<p>The Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.</p>	2 CFR 200.336	<p>Contractor RFP/IFB</p> <p>Contractor RFQ</p> <p>Subrecipients</p> <p>EC 6.1 Awardees</p>
Other References			
None	CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified	Texas Government Code 2252.152	Contractor RFP/IFB

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	on a list prepared and maintained under Section 806.051, 807.051, or 2252.153 . The term “foreign terrorist organization” in this paragraph has the meaning assigned to such a term in Section 2252.151(2) of the Texas Government Code.		Contractor RFQ Subrecipients EC 6.1 Awardees
>\$100,000	<p>PROVISION REQUIRED IN CONTRACT.</p> <p>(a) This section applies only to a contract that:</p> <ol style="list-style-type: none"> (1) is between a governmental entity and a company with ten (10) or more full-time employees; and (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. <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> <ol style="list-style-type: none"> (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. 	Texas Government Code 2271	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors EC 6.1 Awardees
For Critical Infrastructure Projects	<p>PROHIBITION ON CONTRACTS WITH CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE.</p> <p>PROHIBITED CONTRACTS.</p> <p>(a) A governmental entity may not enter into a contract or other agreement relating to critical infrastructure in this state with a company:</p> <ol style="list-style-type: none"> (1) if, under the contract or other agreement, the company would be granted direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by the governmental entity for product warranty and support purposes; and (2) if the governmental entity knows that the company is: <ol style="list-style-type: none"> (A) owned by or the majority of stock or other ownership interest of the company is held or controlled by: <ol style="list-style-type: none"> (i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; or (ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (B) headquartered in China, Iran, North Korea, Russia, or a designated country. <p>(b) The prohibition described by Subsection (a) applies regardless of whether:</p> <ol style="list-style-type: none"> (1) the company’s or its parent company’s securities are publicly traded; or (2) the company or its parent company is listed on a public stock exchange as: <ol style="list-style-type: none"> (A) a Chinese, Iranian, North Korean, or Russian company; or 	Texas Government Code, Title 10, Subtitle F, Chapter 2274.0102	Subrecipients EC 6.1 Awardees

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	(B) a company of a designated country.		
	Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.	42 U.S.C. 6201	Contractor RFP/IFB Subrecipients
	The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.	Section 504 of the Rehabilitation Act of 1973, as amended.	Subrecipients

EXHIBIT C – PREVAILING WAGE DECISION

Respondent 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: TX20240140 07/12/2024

Superseded General Decision Number: TX20230140

State: Texas

Construction Type: Building

County: Fisher County in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

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)(1).

_____|If the contract is entered |. Executive Order 14026 ||into on or after January 30, | generally applies to the ||2022, or the contract is | contract.||renewed or extended (e.g., an |. The contractor must pay ||option is exercised) on or | all covered workers at ||after January 30, 2022:| least \$17.20 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 2024.||_____|If the contract was awarded on|. Executive Order 13658 ||or between January 1, 2015 and| generally applies to the ||January 29, 2022, and the | contract.||contract is not renewed or |. The contractor must pay all||extended on or after January | covered workers at least ||30, 2022:| \$12.90 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 2024.

||_____|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 Publication Date 001/05/2024 107/12/2024 8/2/24, 7:12 AM SAM.gov <https://>

ASBE0021-001 06/01/2023 Rates Fringes ASBESTOS WORKER/HEAT & FROST INSULATOR.....\$ 31.32 7.52----- BOIL0531-001 01/01/2023 Rates Fringes Boilermaker.....\$ 37.00 24.64----- IRON0263-019 06/01/2023 Rates Fringes Ironworker, reinforcing and structural.....\$ 27.89 7.93----- * LAB00154-022 05/01/2024 Rates Fringes Laborers: (Mason Tender - Cement/Concrete).....\$ 25.27 9.57----- PLUM0404-001 09/01/2022 Rates Fringes PLUMBER.....\$ 28.64 10.65----- * SUTX2009-027 04/20/2009 Rates

FringesBRICKLAYER.....\$ 19.67 0.00 CARPENTER, Includes Acoustical Ceiling
 Installation, Drywall Hanging, and Metal Stud Installation.....\$ 13.13 ** 0.00 CEMENT
 MASON/CONCRETE FINISHER...\$ 13.27 ** 0.00 ELECTRICIAN.....\$ 20.00 3.11
 GLAZIER.....\$ 17.20 1.59 HVAC MECHANIC (HVAC Duct and Pipe
 Installation).....\$ 14.21 ** 0.77 INSTALLER - OVERHEAD DOOR.....\$ 11.63 ** 6.26 LABORER:
 Common or General.....\$ 9.73 ** 0.00 LABORER: Landscape & Irrigation.....\$ 8.50 **
 0.22 LABORER: Mason Tender - Brick...\$ 12.02 ** 0.00 LABORER: Mortar Mixer.....\$ 12.00 ** 0.00
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LABORER: Plaster Tender.....\$ 9.00 ** 0.00 OPERATOR: Backhoe/Excavator/Track hoe.....\$ 13.75 **
 0.00 OPERATOR: Bulldozer.....\$ 12.80 ** 0.43 OPERATOR: Crane.....\$ 21.33 0.00
 OPERATOR: Forklift.....\$ 14.58 ** 0.00 OPERATOR: Loader (Front End)....\$ 10.54 ** 0.00
 PAINTER: Brush, Roller and Spray.....\$ 12.26 ** 0.00
 PLASTERER.....\$ 15.50 ** 0.00 ROOFER.....\$ 13.64 ** 1.80 SHEET
 METAL WORKER, Excludes HVAC Duct Installation.....\$ 17.00 ** 0.00 TILE
 SETTER.....\$ 15.00 ** 0.00 TRUCK DRIVER.....\$ 11.24 ** 0.35-----
 -----WELDERS - Receive rate prescribed for craft

performing operation to which welding is
 incidental.=====** Workers in this
 classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or
 13658(\$12.90). Please see the Note at the top of the waged extermination for more information. Please
 also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced
 as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including
 their agencies, are a party. 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

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(29CFR 5.5 (a) (1) (iii)).-----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 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 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-001008/29/2014. 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

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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. State Adopted Rate Identifiers Classifications listed under the "SA" identifier indicate that the prevailing wage rate set by a state (or local) government was adopted under 29 C.F.R. § 1.3(g)-(h). Example: SAME2023-00701/03/2024. SA reflects that the rates are state adopted. Refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 01/03/2024 reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.----- WAGE

DETERMINATION APPEALS PROCESS1.) 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 request 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 202102.) 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 20210The 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.

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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 202104.) All decisions by the Administrative Review Board are final.=====

END OF GENERAL DECISION"

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LIST OF REQUIRED INFORMATION ATTACHMENTS A THROUGH L

In addition to the narrative requested in the RFP, the following documents are to be completed and returned with the Respondent's response package. See the solicitation and each of the following attachments for specific instructions.

1. ATTACHMENT A SOLICITATION RESPONSE COVER SHEET/ACKNOWLEDGEMENT OF ADDENDA/
SUBMISSION CHECKLIST
2. ATTACHMENT B PRICING SHEET

3. ATTACHMENT C SYSTEM FOR AWARD MANAGEMENT (SAM.GOV) RECORD SEARCH
4. ATTACHMENT D CUSTOMER/CLIENT REFERENCES
5. ATTACHMENT E INSURANCE REQUIREMENTS
6. ATTACHMENT F BID, PERFORMANCE, AND PAYMENT BONDS
7. ATTACHMENT G ETHICS AND CONFLICT OF INTEREST ACKNOWLEDGEMENT
8. ATTACHMENT H TEXAS ETHICS COMMISSION CERTIFICATE OF INTERESTED PARTIES (FORM 1295) (IF RESPONDENT IS SELECTED FOR AWARD)
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/ACKNOWLEDGEMENT OF ADDENDA/SUBMISSION CHECKLIST

This form is to be completed and returned with the Respondent's submittal.

Solicitation Response Cover Sheet

SOLICITATION NUMBER:	
NAME OF SOLICITATION:	
NAME OF BUSINESS (RESPONDENT):	
MAILING ADDRESS:	
CITY, STATE, ZIP:	
PHONE NUMBER:	
EMAIL OF RESPONDENT CONTACT:	
EIN/FEDERAL TAX IDENTIFICATION NO:	

Acknowledgement of Addenda

ADDENDUM NO.	DATE ISSUED

☐ Please check this box if no addenda were issued.

ATTACHMENT A (CONTINUED)**SOLICITATION RESPONSE COVER SHEET/ACKNOWLEDGEMENT OF ADDENDA/SUBMISSION CHECKLIST**

This checklist is provided for the Respondent's use in assuring compliance with required documentation; however, it does not include all specification requirements and does not relieve the Respondent of the need to read and comply with the specifications. Your submittal of the documents attests to the fact that you have read and/or included the documents with your response.

Submission Checklist

CHECK FOR COMPLETION	DOCUMENTS REQUIRED FOR SUBMISSION
<input type="checkbox"/>	A. Solicitation Response Cover Sheet/Acknowledgement of Addenda/Submission Checklist
<input type="checkbox"/>	B. Pricing Sheet
<input type="checkbox"/>	C. System for Award Management (SAM.gov)
<input type="checkbox"/>	D. Customer/Client References
<input type="checkbox"/>	E. Insurance Requirements
<input type="checkbox"/>	F. Bid, Payment, and Performance Bonds
<input type="checkbox"/>	G. Ethics and Conflict of Interest Acknowledgement
N/A	H. Texas Ethics Commission Certificate of Interested Parties (Form 1295) (This is a sample and is only required to be completed by the Respondent selected for award.)
<input type="checkbox"/>	I. Conflict of Interest Questionnaire (Form CIQ)
<input type="checkbox"/>	Please check this box if the Respondent does not identify a conflict of interest and therefore, will not be submitting the Conflict of Interest Questionnaire Form CIQ.
<input type="checkbox"/>	J. Disclosure of Lobbying Activities SF-LLL Certification (Required for all bids exceeding \$100,000)
<input type="checkbox"/>	Please check this box if the bid does not exceed \$100,000.
<input type="checkbox"/>	K. Bidder's Certification
<input type="checkbox"/>	L. Non-Collusion Affidavit
<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/>	

The Respondent's authorized agent must sign this document to acknowledge having read this solicitation carefully and completely, including the list of addenda, and that the information submitted is true and correct.

AUTHORIZED AGENT NAME:	
AUTHORIZED SIGNATURE:	
TITLE OF AUTHORIZED AGENT:	
DATE OF SIGNATURE:	

ATTACHMENT B: PRICING SHEET

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:** Respondent 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:

SCOPE OF WORK	PRICE
	\$
	\$
	\$
	\$
TOTAL LUMP SUM PRICE	\$

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

This project is funded by Coronavirus State and Local Fiscal Recovery Funds which requires all contractors and vendors to be in good standing according to SAM.gov and the Texas State Comptroller's office.

Verification of SAM.gov Status

Respondent must not be suspended or debarred at the time of the proposal response submittal. The proposal response package must include the following:

1. Respondent must not be suspended or debarred at the time of the proposal submittal. The proposal response package must include a completed Non-Debarment Certification Form located **on the next page** herein.
2. All Respondents must be pre-vetted for eligibility to perform the outlined ARPA funded scope of work. A printed screenshot from the SAM.gov website verifies whether the Vendor is excluded from contract participation at the federal level.

Contract Award

The ARPA Award Recipient must verify the SAM.gov status of the Respondent(s) selected for contract award prior to execution of the contract as stated in the Non-Debarment Certification Form. The final verification of the Respondent's SAM.gov status is completed prior to contract award, and in addition to the initial verification documentation provided with the proposal response submittal.

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

NON-DEBARMENT CERTIFICATION FORM			
COMPANY/ENTITY LEGAL NAME:			
STREET ADDRESS:			
CITY:	STATE:	ZIP:	
CONTACT NAME:			
CONTACT EMAIL:		CONTACT PHONE:	
*UEI #		**TIN #	
<p><small>*Subrecipients are required to have a Unique Entity Identifier (UEI) Number prior to an award. All entities must be pre-vetted for eligibility/ability to perform the outlined ARPA funded scope of work and a record (PDF of SAM.gov screenshot) of SAM debarment clearance must be obtained prior to entering into any final contracts. **Beneficiary Entities are required to have UEI and/or TIN.</small></p>			
<p>APPLICABLE REGULATIONS: As stated in the ARPA/SLFRF Terms & Conditions: <i>“OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 CFR Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 CFR Part 180, subpart B) that the award is subject to 2 CFR Part 180 and Treasury’s implementing regulation at 31 CFR Part 19.”</i></p>			
<p>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</p>			
<p>Be advised that we may pursue available remedies per 2 CFR 180.360 as an ARPA recipient entity: <i>“If a federal agency later determines that you failed to tell the [awarding agency] that you were excluded or disqualified at the time you entered into the covered transaction with that person/awarding agency, the agency may pursue any available remedies, including suspension and debarment.”</i></p>			
[INITIAL]	CERTIFICATION & SIGNATURE		
	We hereby certify that we are not excluded, disqualified, or debarred from receiving federally funded awards.		
	We hereby confirm that if that status should change within the course of this agreement, we will provide notification immediately. Failure to do so may result in this agreement’s termination and/or the repayment of funds.		
<p><small>Your signature certifies that the information provided on this form is correct and that neither you nor your principal(s) is/are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.</small></p>			
SIGNATURE			
PRINTED NAME & TITLE		DATE	
FOR DEPARTMENT USE ONLY			
SAM Debarment/Certification Record of Clearance	Yes [] No []	Note:	
State of Texas Debarred Vendor List Cleared	Yes [] No []	Note:	
Verified By:	Yes [] No []	Date:	

ATTACHMENT D: CUSTOMER/CLIENT REFERENCES

Respondents shall use Attachment D to provide a minimum of three (3) references for jobs completed within the 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:

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

ATTACHMENT D: CUSTOMER/CLIENT REFERENCES (CONTINUED)

REFERENCE #2:

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

ATTACHMENT D: CUSTOMER/CLIENT REFERENCES (CONTINUED)

REFERENCE #3:

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

ATTACHMENT E: INSURANCE REQUIREMENTS

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 successful Respondent will be required to maintain, at all times during performance of the contract, the insurance detailed below.

- a. **Workers' Compensation Insurance** as required by laws and regulations applicable to and covering employees of Contract engaged in the performance of the work under this agreement with a limit of not less than One Million Dollars (\$1,000,000.00).
 - b. **Employers' Liability Insurance** protecting Respondent 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 One Million Dollars (\$1,000,000.00).
 - c. **Comprehensive General Liability Insurance** including products/completed operation with limits of liability of not less than: Bodily Injury One Million Dollars (\$1,000,000.00) per each person, Two Million Dollars (\$2,000,000.00) per each occurrence/aggregate; Property Damage One Million Dollars (\$1,000,000.00) per each occurrence;
 - d. **Excess Liability Insurance, Comprehensive General Liability, Comprehensive Automobile Liability**, and coverages afforded by the policies above, with the minimum limits of \$ _____ excess of specified limits
-

BUILDER'S RISK INSURANCE REQUIREMENT – ONLY TO BE SUPPLIED BY SELECTED RESPONDENT

After award, the Selected Firm(s) shall supply evidence of Builder's Risk Insurance. The Selected Firm(s) will be required to maintain, at all times during the performance of the contract, the insurance detailed below.

Builder's Risk Insurance will be required for an amount sufficient to ensure completion of the project scope. Firm(s) will be required to provide evidence of builder's risk coverage prior to contract execution, and no later than fifteen (15) days of request.

ATTACHMENT F: BID, PAYMENT, AND PERFORMANCE BONDS

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 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

Requirements for Bid Bonds

For this project, a Bid Bond is not required.

Requirements for Payment and Performance Bonds

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

Within ten (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 Contract, the Respondent 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 Contract and/or commencement of construction activities. If at any time during the continuance of this Contract the surety of the Respondent's bonds becomes insolvent, the Entity shall have the right to require additional and sufficient sureties which the Respondent shall furnish to the satisfaction of the Entity within ten (10) days after notice to do so. In default thereof, the Respondent may be suspended and all payment or money due to the Respondent withheld.

ATTACHMENT F: BID, PAYMENT, AND PERFORMANCE BONDS (CONTINUED)

The Respondent 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 Respondent 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 Respondent 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.

TYPE OF BOND	PARTY REQUIRED TO SUBMIT BOND	WHEN TO SUBMIT	AMOUNT OF BOND
Bid Bond	Respondent	Include with the Respondent's submittal when instructed	See Bid Bond Instructions on previous page
Statement of Bonding Capacity	Respondent	Include with the Respondent's submittal as instructed.	Respondents 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. <u>The letter must clearly state the amount of Firm's bonding capacity to be reserved for the Entity's project(s).</u> Firm shall carry a bonding capacity equal to the value of the scope of work upon execution of the Contract.
Payment Bond	Selected Firm only	For counties, if the contract is in excess of Twenty-Five Thousand Dollars (\$25,000), a Payment Bond is required. The Payment Bond must be executed by a corporate surety and provided within ten (10) days of award notification.	A Payment Bond in the amount of the total contract price.
Performance Bond	Selected Firm only	If the contract is in excess of One Hundred Thousand Dollars (\$100,000), a Performance Bond must be executed by a corporate surety and provided within ten (10) days of award notification.	A Performance Bond in the amount of the total contract price.

ATTACHMENT G: ETHICS AND CONFLICT OF INTEREST ACKNOWLEDGEMENT

Public servants are expected to conduct themselves impartially and in a manner that inspires public confidence while ensuring that responsible contractors have fair and equal access to governmental procurement.

Fisher 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, Fisher 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 Fisher 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 Fisher County or a vendor doing business with Fisher 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 Fisher 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 Fisher County, or for any employee to solicit, demand, accept, or agree to accept from a vendor, a gratuity of consequence or any offer of employment in connection with any decision, approval, disapproval, recommendation, preparation, or any part of a program requirement or purchase request influencing the content of specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or controversy, any particular matter pertaining to any program requirement, contract or subcontract, or to any solicitation or proposal, therefore, pending before Fisher County.

I acknowledge that it is a breach of ethics for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Fisher County as an inducement for the award of a contract or order.

I certify that I have read and understand the ethical standards set forth by Fisher County and agree to comply with them in all business dealings with Fisher County.

SIGNATURE, VENDOR AUTHORIZED REPRESENTATIVE

COMPANY

PRINTED NAME, TITLE

DATE

ATTACHMENT H: TEXAS ETHICS COMMISSION CERTIFICATE OF INTERESTED PARTIES (FORM 1295)

(To be completed ONLY by the selected Respondent)

CERTIFICATE OF INTERESTED PARTIES		FORM 1295	
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE USE ONLY	
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.		Must file online at www.ethics.state.tx.us/File	
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.			
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.			
4		5	
Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
5		6	
Check only if there is no interested Party.		UNSWORN DECLARATION	
<input type="checkbox"/>		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____.			
<div style="text-align: right;">(month) (year)</div>			
<div style="text-align: right;">_____ Signature of authorized agent of contracting business entity (Declarant)</div>			
ADD ADDITIONAL PAGES AS NECESSARY			

ATTACHMENT I: CONFLICT OF INTEREST QUESTIONNAIRE (CIQ)

Instructions

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, Respondent 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.

If the Respondent does not identify a conflict, then they should enter no conflict identified on the Submission Checklist (Attachment A).

ATTACHMENT I: CONFLICT OF INTEREST QUESTIONNAIRE (FORM CIQ) (CONTINUED)

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>		OFFICE USE ONLY <div style="border: 1px solid black; height: 40px; margin-top: 5px;"></div>
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>	<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>	
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center; margin-top: 20px;">_____</p> <p style="text-align: center;">Name of Officer</p>		
<p>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p style="margin-top: 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="text-align: center; margin-left: 100px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p style="margin-top: 10px;">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="text-align: center; margin-left: 100px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p>		
<p>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>		
<p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>		
<p>7</p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%;"> <p>_____ Signature of vendor doing business with the governmental entity</p> </div> <div style="width: 45%;"> <p>_____ Date</p> </div> </div>		

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Revised 1/1/2021

ATTACHMENT I: CONFLICT OF INTEREST QUESTIONNAIRE (FORM CIQ) (CONTINUED)

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

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

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (c) The undersigned shall require that the language in paragraphs (a) and (b) of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

SIGNATURE	
NAME OF AUTHORIZED AGENT	
TITLE OF AUTHORIZED AGENT	
DATE	

ATTACHMENT J: DISCLOSURE OF LOBBYING ACTIVITIES SF-LLL CERTIFICATION (CONTINUED)*(To be submitted with each bid or offer exceeding \$100,000)*

**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**

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Name: Street Address: City, State, Zip: Congressional District, if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Name: Street Address: City, State, Zip: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10a. Name and Address of Lobbying Registrant Name (First, MI, Last): Street Address: City, State, Zip:	10b. Individuals Performing Services <i>(including address if different from No. 10a)</i> Name (First, MI, Last): Street Address: City, State, Zip:	
11. Information requested through this form is authorized by Title 31 U.S.C., Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. Signature: _____ Name: _____ Title: _____ Telephone: _____ Date: _____		
Federal Use Only	Authorized for Local Reproduction Standard Form – LLL (Rev. 7-97)	

ATTACHMENT K: BIDDER'S CERTIFICATION

In accordance with Texas Government Code Sections 2252.001 through 2252.004 (relating to bids by nonresident contractors), the pertinent portion of the Act has been extracted and is as follows:

1. "Nonresident bidder" refers to a person who is not a resident.
2. "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the greater of the following:

1. the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located; or
2. the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which a majority of the manufacturing relating to the contract will be performed.

I certify that _____ (Company Name) is a

☐ **Resident bidder of Texas** as defined in Section 2252.001(4), Texas Government Code,

OR

☐ **Nonresident bidder** as defined in Section 2252.001(3), Texas Government Code, and our principal place of business is located at _____ (City and State).

Note: If the Respondent is an out-of-state company, a Certificate of Authority from the Secretary of State to do business in Texas must be provided.

SIGNATURE	
NAME OF AUTHORIZED AGENT	
TITLE OF AUTHORIZED AGENT	
DATE	

ATTACHMENT L: NON-COLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT

STATE OF TEXAS §
 §
COUNTY OF _____ §

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

Signature: _____

Printed Name: _____

Title: _____

Company: _____

Date: _____

SUBSCRIBED and sworn to before me the undersigned authority by _____ on
the _____ day of _____, 20_____ on behalf of said bidder.

Notary Public in and for the
State of Texas

My commission expires: _____

APPENDIX I – SAMPLE CONTRACT

SAMPLE CONTRACT

AMERICAN RESCUE PLAN ACT (ARPA) PROGRAM CONSTRUCTION SERVICES CONTRACT

INTRODUCTION

THIS CONSTRUCTION SERVICES CONTRACT (“Contract”) is made and entered into this [Date], by and between [Client Name], Texas, hereinafter referred to as the “Entity” and [Contractor Name], a licensed and insured Construction Contractor in the State of Texas, hereinafter referred to as the “Contractor.” Entity and Contractor are sometimes each referred to as a “Party” and collectively “Parties.”

The following recitals are incorporated in and made a part of this Contract.

WHEREAS, on March 11, 2021, President Biden signed the U.S. Senate-amended H.R. 1319 (P.L. 117-2) known as the American Rescue Plan Act (hereinafter “ARPA”); and

WHEREAS, on May 10, 2021, the U.S. Treasury issued the Interim Final Rule and on January 6, 2022, issued the Final Rule to implement ARPA in Title 31, Part 35 of the Code of Federal Regulations (“CFR”); and

WHEREAS, under ARPA Section 603 (c)(1)(A) and (3) and the Final Rule 31 CFR 35.6 recipients may use Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) to allocate funds for the provision of government services and/or make necessary investments in water, sewer, and broadband infrastructure; and

WHEREAS, the Entity has determined that it has the objective of providing these services to its residents; and

WHEREAS, the Entity has been awarded ARPA SLFRF funds by the U.S. Department of the Treasury (“Treasury”) which have been distributed to the Entity from ARPA for covered costs and eligible expenses to be incurred during the period which began on March 3, 2021 (the date ARPA became law) until December 31, 2024 (to be expended by December 31, 2026); and

WHEREAS, Entity has decided to use SLFRF for the “[Program/Project Name]” Project (hereinafter “Project”); and

WHEREAS, the Entity desires to disburse funds to the Contractor to administer the Project and perform certain services in connection therewith as set forth in this Contract and in the Scope of Services attached hereto; and

WHEREAS, Contractor has represented to the Entity that it is duly qualified, eligible, and willing to provide the services identified herein and in the Scope of Services attached hereto.

NOW, THEREFORE, in consideration of the foregoing recitals and the terms and conditions set forth herein, and in consideration of funding in an amount not to exceed [Spelled out dollar amount here] (\$000,000.00) to be paid to the Contractor by Entity as herein below set forth, the Parties hereto do mutually agree as follows:

SECTION 1. CONTRACT ADMINISTRATION

SECTION 1.1 CONTACT INFORMATION & NOTICES

For the purposes of this Contract, the Entity's Representative listed below will serve as the Local Program Liaison and primary point of contact for the Contractor. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate. The Contractor shall designate a Representative to act on Contractor's behalf with respect to the Project for all purposes, including (by way of example and not of limitation) execution of Change Orders and Applications for Payment. Contractor's Representative shall be responsible for the day-to-day management of the Work through Final Completion – and must be available as required for the benefit of the Project and Entity.

Any notice or communication required or permitted to be given under this Contract must be in writing and may be served via email or by depositing same with the United States Postal Service, addressed to the Entity/Contractor Representative for Project, postage prepaid and in registered or certified form, with return receipt required; by hand delivery by reputable courier; or by deposit with Federal Express or other reputable overnight courier for overnight delivery. The initial contact information of the parties, which one party may change by giving written notice to the other party, are as follows:

Entity Name		Contractor Name	
Entity Address 1		Contractor Address 1	
Entity Address 2		Contractor Address 2	
Entity Representative for Project		Contractor Representative for Project	
Name		Name	
Title		Title	
Phone		Phone	
Email		Email	
Entity Billing Contact		Contractor Billing Contact	
Name		Name	
Title		Title	
Phone		Phone	
Email		Email	

SECTION 1.2 PARTS INCORPORATED

Parts Incorporated. In addition to the Exhibits identified below which are incorporated into this Contract, it is understood and agreed that additional terms of this Contract are to be performed in accordance with the proposal documents (scope of work, images, and specifications), submitted proposal response and related exhibits, affidavits, addendums, statutory requirements, and the ARPA Terms & Conditions.

Exhibits

Exhibit A1	Scope of Work
Exhibit A2	Payment & Pricing Schedule
Exhibit A3	Request for Payment
Exhibit B	ARPA Required Contract Provisions
Exhibit C	Prevailing Wage Decision
Exhibit D	Other Relevant Information/Special Conditions for Construction

Exhibit E	Insurance Certificate
Exhibit F	Bid, Performance, and Payment Bonds
Exhibit G	Eligibility Verification (SAM.gov)
Exhibit H	Certificate of Interested Parties (Form 1295)

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SECTION 6. EXHIBITS 83

SECTION 1.4 CONTRACT DOCUMENTS

- By reference, the Contract Documents consist of:
- a. This Contract and all exhibits listed, contained, or referenced in this Contract.
 - b. All Addenda issued before the Effective Date of this Contract;
 - c. All Alternates accepted by the Entity before the Effective Date of this Contract;
 - d. All Change Orders issued after the Effective Date of this Contract;
 - e. The Drawings, Specifications, details, and other documents developed by Project Architect/Engineer to describe the Project and accepted by Entity; and
 - f. The response submitted by Contractor in response to the [IFB/RFP] issued by Entity for this Project.

The Contract and Exhibit Documents form the entire and integrated Contract between Entity and Contractor, and supersede all prior negotiations, representations, or agreements, written or oral.

To the extent of any conflict between Contractor’s Proposal and any other Contract Document, the Contract Documents shall govern.

If there is an irreconcilable difference between or among the various documents that make up the Contract Documents, the interpretation that provides for a higher quality of material and/or workmanship will prevail over all other interpretations.

1.4.1 Term of Contract – Commencement of Work

Entity shall issue a Notice to Proceed (NTP) identifying the date for commencement of the Work. The commencement date shall be as specified in the NTP. Contractor shall achieve substantial completion of the Work within [redacted] calendar days after the commencement date; as such completion date may be extended by approved Change Orders. THE TIME SET FOR COMPLETION OF THE WORK IS AN ESSENTIAL ELEMENT OF THE CONTRACT.

Reasonably foreseeable adverse weather conditions will not constitute an Excusable Delay. For purposes of this Contract, “reasonably foreseeable adverse weather conditions” means weather conditions in keeping with the historical averages listed by the National Oceanic and Atmospheric Administration on its website, www.noaa.gov.

In any event, all of the services required and performed hereunder shall be completed no later than [REDACTED].

1.4.2 Schedule

Within ten (10) days of receiving the Notice to Proceed, Contractor shall submit for Entity review and acceptance, a critical path schedule.

1.4.3 Pre-Existing Conditions

Contractor acknowledges that it has been provided access to the existing improvements and conditions on the Project site and that it has thoroughly investigated those conditions. Contractor's investigation was instrumental in preparing its bid to perform the Work. Contractor shall not make or be entitled to any adjustment to the Contract Time or the Contract Sum arising from Project conditions that the Contractor discovered or, in the exercise of reasonable care, should have discovered in Contractor's investigation.

1.4.4 Liquidated Damages

Contractor and Entity agree that a breach of this Contract as to completion time will cause damage to the Entity, but further agree that such damage cannot be accurately measured. Therefore, the Parties agree that \$100.00 shall be subtracted from the Contract amount for each and every calendar day that the Work or any portion of the Work remains uncompleted after the expiration of the time period specified in the Notice to Proceed, or as extended by a change order.

Commented [MS1]: Instruction: Amount to be adjusted as reasonable with the client.

The foregoing provision as to liquidated damages constitutes an agreement by the Entity and the Contractor as to the minimum amount of damages the Entity will sustain in any event by reason of the Contractor's failure to complete the Work within the time specified in a Notice to Proceed, or as extended by a change order. The Entity may recover actual damages over and above the minimum amount that result from the Contractor's failure to begin the Work when ordered, carry it forward uninterruptedly after beginning, or complete it within the time specified and in strict accordance with the Plans and Specifications, Work Write-up (Estimated Cost of Repairs or ECR), or Task Order or change orders. The Entity shall have the right to deduct and withhold the amount of any and all damages, whether it be the minimum amount agreed upon or otherwise, from any monies owing the Contractor.

1.4.5 Dispute Resolution

Disputes arising under the Contract shall be submitted to a process of resolution pursuant to alternative dispute resolution practices, such as mediation, binding arbitration, or non-binding arbitration pursuant to industry standards, prior to being submitted to a court for adjudication. It is understood that the Entity shall have the right to request mediation if services being provided are deemed deficient in any way.

1.4.6 Acquisition, Merger, Sale and/or Transfer of Business, etc.

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 conveys his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new vendor will be required to submit all documentation/legal instruments that were required in the original bid/contract. Any change shall be approved by the Entity, who retains the right to reject the transfer of the contract.

1.4.7 Termination of Contract For Cause

This Contract 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 Contract; or violation of any of the covenants, agreements, or stipulations of the Contract, 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 Contract.

- a. In such event, all finished or unfinished services, documents, data, maps, studies, surveys, drawings, models, photographs, and reports prepared by the Contractor under this Contract 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.

- b. 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 Contract 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.
- c. 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.
- d. 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.
- e. Continuation of the terms of the Contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the Entity reserves the right to cancel the Contract.
- f. If this Contract is terminated for cause, excluding funding discontinuance or disapproval, 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.

1.4.8 Termination of Contract For Convenience of the Entity

The Entity may terminate this Contract at any time by giving at least thirty (30) days' notice in writing to the 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 Contract, less payments of compensation previously made. If this Contract is terminated due to the fault of the Contractor, Section above relative to termination shall apply.

1.4.9 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 products prepared by the Contractor under this Contract or with grant funds shall, at the option of the Entity, become Entity's property.

1.4.10 Transitional Period

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.

1.4.11 Ownership of Material

The Entity shall retain all of its rights and interest in any and all documents and property, both hard copy and digital furnished by the Entity to the Contractor for the purpose of assisting the Contractor in the performance of this Contract. All such items shall be returned immediately to the Entity at the expiration or termination of the Contract or completion of any related services pursuant thereto, whichever comes first. None of the documents and/or property shall, without the written consent of the Entity, be disclosed to others or used by the Contractor or permitted by the Contractor to be used by their parties at any time except in the performance of the resulting Contract. Ownership of all data, materials and documentation originated and prepared for the Entity pursuant to this Contract shall belong exclusively to the Entity. All data, reports, computerized information, programs, and materials related to this Project shall be delivered to and become the property of the Entity upon completion of the Project. The Contractor shall not have the right to use, sell, or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the Entity.

SECTION 1.5 CONTRACT SUM AND PAYMENTS

The Contractor shall be compensated per the schedule below. Payment to the Contractor shall be based on satisfactory completion of identified services and/or deliverables and payment/invoicing terms as stated in the proposal, or as mutually agreed upon and contained in this Contract. Payment is expressly contingent upon the availability of ARPA funding.

1.5.1 Contract Sum

Entity shall pay Contractor for performance of its obligations under this Contract, including the Base Proposal and Alternate Proposals (if any), the sum of \$ _____, and make payment in accordance with the provisions of this Section.

1.5.2 Payment & Pricing Schedule

A Payment & Pricing Schedule (see Exhibit A2) subdividing the Project into its respective parts, and which includes values for all items comprising the Project will serve as the basis for progress payments made to Contractor throughout the Project. The format and tracking of the original Payment & Pricing Schedule and all updates thereto will be subject to the approval of Entity and/or designated representative(s). At all times, the estimated cost of performing the uncompleted and unpaid portion of the Work (including Contractor's overhead and profit) shall not exceed the unpaid balance of the Contract Sum (less Retainage on Work previously completed).

1.5.3 Contractor's Payment Obligations

Contractor shall promptly pay all bills for labor and material performed and furnished by others in connection with this Contract.

1.5.4 Inspections and Payment for Construction Services

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

- a. Payments will be made at milestones as established in the construction contract Payment Schedule. 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 have 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. A ten percent (10%) retainage will be withheld on each payment that would be reimbursed.
- 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. The final request for reimbursement must be received by City/County no later than September 30, 2026.
- 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.
- d. Firm(s) are eligible for the retainage payment thirty (30) days after passing final inspection and completion of all punch list items. If determined necessary by the Entity, proof of payment to subcontractors may be requested.

Commented [MS2]: Tailor to project but ensure clear to allow a cut-off and completion of all ARPA expenditures prior to Dec 31, 2026 to ensure compliance with the ARPA - SLFRF period of performance.

1.5.5 Request for Payment

As instructed, all payment requests must be submitted on an approved form of Request for Payment including required attachments. Notwithstanding the certification of Contractor's payment applications, the Entity or its Representative will independently review Contractor's payment applications and make a determination as to the amount properly payable to Contractor.

- a. Contractor shall submit all receipts, invoices with check vouchers or other evidence of payment, petty cash account information, payrolls, and any and all other evidence required by Entity or its designated Representative as it deems necessary to support the amount requested.
- b. Contractor shall include required attachments identifying payments to HUBs and to all Subcontractors. Payments to Subcontractors included in an Application for Payment will not exceed the percentage of Work allocable to such Subcontractors for each respective Schedule of Values classification which has been actually completed and will not exceed the total value of the subcontract amount.
- c. Contractor shall include Certified Payrolls and other required documents in support of Texas Prevailing Wage requirements or federal Davis-Bacon compliance.

1.5.6 Offsets; Deductions; Withholding

- a. Entity is an agency of the State of Texas and materials and services utilized in the construction of the Project may be exempt from state and local taxes. Contractor is responsible for taking full advantage of all tax exemptions applicable to the Project. Entity will deduct from the Applications for Payment and from the request for Final Payment any taxes paid for materials or services that were entitled to tax exemption.
- b. Amounts assessed as liquidated damages per the above Section of this Contract and other amounts to which Entity is entitled by way of setoff or recovery, if any, shall be deducted from any amounts due Contractor.
- c. Notwithstanding any other contractual provision to the contrary, Entity may withhold any payment from Contractor to the extent reasonably required to protect Entity interests under any of the following circumstances: failure to perform work in accordance with Contract Documents; insufficient documentation in Application for Payment; violations of Prevailing Wage/Davis-Bacon requirements; failure to pay Subcontractors, employees, hired laborers or materials suppliers; failure to obtain, renew or maintain insurance coverage as required in this Contract; failure to meet schedule requirements or other scenarios that causes the Entity, in good faith judgment, to determine that the remaining balance will not be sufficient to complete the Work in accordance with this Contract. The right to withhold payment is contingent on giving Contractor a minimum of seven (7) calendar days' written notice of specific defects or defaults and an opportunity to cure same, and on Contractor's failure to cure or to take diligent steps to cure within such seven (7) calendar days.

1.5.7 Final Payment

Contractor's request for Final Payment must not be made until all Work is completed, all requirements of the Contractor Documents have been satisfied, and Contractor delivers:

- a. A complete release of all liens arising out of the Work;
- b. Written consent of surety to release Final Payment; and
- c. An affidavit that, to the best of the Contractor's information or knowledge, the release includes and covers all materials and services over which Contractor has control and for which a lien could be filed, subject only to the Final Payment by Entity.

Alternatively, Contractor may furnish a bond satisfactory to Entity to indemnify Entity against any lien. If any lien remains unsatisfied after all payments are made, Contractor shall refund to Entity all money the Entity may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees, and Entity shall have all remedies at law and in

equity.

Acceptance by Contractor (or Contractor's successors) of Final Payment under this Contract, will constitute a full and complete release of Entity from any and all claims, demands and causes of action whatsoever which Contractor or Contractor's successors have or may have against the Entity under the provisions of this Contract for payment for the Work except for those previously made in writing and identified by Contractor as unsettled at the time of the final request for payment.

SECTION 2. ENTITY RESPONSIBILITIES

SECTION 2.1 GENERAL

- a. Entity will cooperate in a timely manner in providing information to the other members of the Project Team regarding its requirements for the Project.
- b. Entity will provide the general schedule, setting the plan for milestone dates and completion of the Project.
- c. If the Entity has actual knowledge of any fault or defect in the Project or non-conformance with the Drawings and Specifications, the Entity shall give prompt written notice of such fault, defect, or non-conformance to Contractor.
- d. The Entity may designate one or more construction inspectors of its own who will be given access to the Work as requested or needed. The provision of such **inspectors will not** reduce or lessen in any respect Contractor's responsibilities for the Work.
- e. The Entity may furnish or obtain all legal, accounting, auditing, and insurance counseling services for itself as may be necessary for the Project.

SECTION 3. SCOPE OF WORK

SECTION 3.1 GENERAL

Contractor has overall responsibility for and shall furnish all materials, equipment, tools, and labor necessary and reasonably inferable to complete the Work, or any phase of the Work, in accordance with Entity's requirements and the terms of the Contract Documents, including the Drawings, Specifications, Addenda, details, and other documents prepared by Project Architect/Engineer and listed in the attached Exhibits. Implicit in Contractor's obligations is the provision of and payment for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, temporary facilities and other facilities and services necessary or reasonably inferable for proper execution and completion of the Project, whether temporary or permanent and whether or not incorporated or to be incorporated into the Project, and complete the Project in an expeditious and economical manner consistent with the interests of the Entity and in accordance with the schedule.

Contractor's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Entity nor shall Contractor be released from any liability by reason of such approval by Entity, it being understood that Entity at all times is ultimately relying upon Contractor's skill and knowledge in performing the services required hereunder.

SECTION 3.2 PROJECT CONTROL

Contractor shall supervise and direct the Work and shall be solely responsible for construction means, methods, techniques, sequences, and procedures for the Work. Contractor shall promptly correct any defective or non-conforming Work at Contractor's sole expense and without cost to Entity.

SECTION 3.3 SUBCONTRACTORS

Contractor shall award and enter into all Subcontracts necessary and appropriate to provide all labor and materials for the construction of the Project.

- a. Contractor shall monitor the Work of the Subcontractors as required and coordinate such Work with the activities and responsibilities of the Project Team with a goal to attain Substantial Completion not later than the date for Substantial Completion and at a cost not to exceed the Contract Sum.

- b. Contractor shall inspect the Work of Subcontractor to ensure conformance with the Contract Documents without assuming Project Architect's responsibilities.
- c. Upon request, Contractor shall provide Entity with complete, unaltered copies of all Subcontracts, and all amendments thereto.

SECTION 3.4 PREVAILING WAGE/DAVIS-BACON

Contractor shall maintain strict enforcement of State of Texas Prevailing Wage laws OR Federal 2 CFR 200-Appendix II Davis-Bacon compliance.

SECTION 3.5 HUB SUBCONTRACTING PLAN

Contractor shall comply with the requirements of the HUB Subcontracting Plan and shall not make any changes to the HUB Subcontracting Plan without Entity's written approval.

SECTION 3.6 KEY TASKS

- a. 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 and 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.
- b. Maintain a pool of general/subcontractors, Architectural or Engineering (A/E) Firms, and other trades adequate to complete construction adhering to Entity's requirements and time constraints identified in this document.
- c. Provide timely payments to sub-consultants, general/subcontractors, trades, etc.
- d. 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.
- e. 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 the manufacturer shall be provided.
- f. Perform periodic monitoring of construction during all construction phases. Contractor shall provide an assigned superintendent at each project site and notify the Entity of the assignment or reassignment of superintendent within forty-eight (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.
- g. 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).
- h. When applicable, provide wage rate documentation (or certified payrolls) on a weekly basis or as directed by Entity. Allow for access to the site to interview employees and provide photographs of required on-site (location TBD) signage per requirements of Texas Prevailing Wage/Federal Davis-Bacon compliance.
- i. 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.
- j. Provide and maintain all original and copies of supporting documentation to include but not limited to

Commented [MS3]: Instruction: This time frames are the standard for housing construction and may not be relevant for commercial or public facilities. Highlight areas for review and specific adjustments for the project in RFP as well.

construction draws, liens, releases from vendors, subcontractors; and suppliers.

- k. Furnish progress reporting as determined or requested by the Entity.
- l. Coordinate with local governmental jurisdictions, homeowner associations, and other jurisdictions as appropriate to complete projects.
- m. Support and assist the Entity during state/federal monitoring or auditing activities, including providing financial information, reports, site visits, and other requests that may be required.

SECTION 3.7 PRECONSTRUCTION SERVICES

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

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

SECTION 3.8 CONSTRUCTION SERVICES

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

- a. Contractor will be responsible for coordinating with appropriate departments for shutoff and timely reconnection of all utilities. Contractor shall be responsible for managing all utility-related issues associated with demolition and/or construction.
- b. Contractor is responsible for demolition of damaged structure, if specified in the scope of work. All demolition activities and disposal of demolition/construction debris must follow applicable local, state, and federal guidelines, laws, and regulations.
- c. Contractor 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.
- d. Contractor shall provide construction services in accordance with Entity building codes and within the prescribed construction timelines and approved schedule.
- e. Contractor is 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.
- f. Contractor 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. Contractor is allowed to self-perform construction and are responsible for coordinating and scheduling their own construction services.
- g. Contractor shall visit and thoroughly inspect the project sites and any structures or other manmade features to

be modified.

- h. Contractor shall coordinate and manage the scope of work to be performed by their subcontractors through final acceptance, including punch-list work. Contractor shall be responsible for keeping the services on schedule and ensuring that the subcontractors furnish materials and perform work according to the approved scope of work and construction plans.
- i. Contractor 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.
- j. As requested by the Entity, Contractor shall provide routine reports regarding quality control inspections to ensure progress and quality of construction, adherence to schedule, and conformance with applicable construction standards.
- k. Contractor 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.

SECTION 3.9 SCHEDULING

Contractor is solely responsible for completion of the Work in accordance with the Contract Documents on or before the date specified in the Schedule.

SECTION 3.10 MEETINGS

Contractor shall attend Project progress meeting scheduled by Entity and/or its Representative no less often than once per month, but in any event as often as required for the proper coordination of the Project, and fully advise the Project Team at such meetings as to Project status. Contractor shall also schedule direct and attend regular Project Team meetings to discuss jointly such matters as procedures, progress, problems, and scheduling. Prior to each meeting, Contractor shall prepare and distribute to the other Project Team members a written agenda for the meeting. At each Project Team meeting, Contractor shall distribute a memorandum setting forth the list of critical activities that require immediate action and the date(s) by when the activity must be completed, and record and distribute the minutes of each meeting.

SECTION 3.11 CHANGES

Contractor shall use Entity's forms for review and processing Change Proposals, Change Orders, and requests for information.

SECTION 3.12 DOCUMENTS, SHOP DRAWINGS AND SUBMISSIONS

Project Architect shall be the interpreter of the design intent of the Construction Documents, subject to the terms and conditions of the agreement between Project Architect and Entity; provided, however, Contractor shall request such interpretations from Project Architect, from time to time, in order to facilitate Contractor's accomplishment of its duties under this Contract. In the event that the Contractor believes the interpretation of Project Architect is not reasonably inferable from the design documents and/or not in conformance with industry standards and said interpretation increases the cost and/or extends the construction schedule, then Contractor may request dispute resolution.

- a. In collaboration with the other members of the Project Team, establish and implement procedures for expediting the processing and Project Architect's approval of shop drawings and other submissions in accordance with the Project specifications.
- b. Receive from the Subcontractors and review all shop drawings and other submissions for conformance with the Contract Documents. Coordinate shop drawing and other submission with the Contract Documents and other related documents prior to transmitting them to other members of the Project Team.

- c. Maintain at the Project site and make available to Entity, updated records of all drawings, a current set of as-built Drawings and Specifications, examples, purchases, materials, equipment, maintenance and operating manuals and instructions, and other construction related documents, including all changes and revisions, a directory of personnel, Project correspondence, inspection procedures (prepared by the entities conducting inspections), testing laboratory procedures (prepared by the testing laboratories), contract changes, time extensions, progress payment data, Final Acceptance procedures, and instructions from Entity.
- d. Coordinate and facilitate the creation of record and as-built drawings, and the procurement of warranties and guarantees. Contractor shall maintain and deliver the documents describing all changes or deviations from the Construction Documents that occurred during construction and that reflect the actual "As Built" conditions of the completed Work.

SECTION 3.13 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 Contractor should request clarification from the Entity as specified in this document.

SECTION 3.14 NON-CONFORMING WORK

Entity may reject any defective or non-conforming Work on the Project of which Entity becomes aware and Contractor shall promptly correct any such defect at Contractor's own cost without increasing the Contract Sum. Upon discovering that any portion of the Work does not conform with Entity's design concept and/or requirements, including the Design Guidelines and Standard Specifications, due to an error or omission in any Construction Document materials prepared or furnished by or on behalf of Contractor, Contractor shall promptly correct such condition at no additional cost to Entity. If Contractor refuses or fails to correct (or improperly corrects) any such condition within a reasonable time after notice, Entity may cause the condition to be corrected and offset the cost of such correction against any monies owed to Contractor; provided, however, if no monies are owed Contractor at the time the condition is discovered or at the time the condition is corrected by Entity, Contractor shall promptly reimburse [City/County] for all expenses incurred to correct the condition. Contractor shall warranty all corrective Work, whether performed by or through Contractor or by a third party retained by Entity in accordance with the immediately preceding sentence due to Contractor's refusal or failure to correct properly any non-conforming Work.

SECTION 3.15 ENVIRONMENTAL, HEALTH, AND SAFETY

Contractor's Safety Plan shall include recommendations and information to Entity and its Representative regarding the assignment of responsibilities for safety precautions and programs, temporary Project facilities and equipment, materials, and services for common use of the Subcontractors. Contractor shall verify that appropriate safety provisions are included in the Construction Documents. The existence of any Entity-controlled insurance programs will not operate to diminish or eliminate Contractor's responsibilities under this Contract. Entity agrees that Entity will not be providing any Subcontractors.

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

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

Administration (OSHA) safety regulations and other applicable laws.

SECTION 3.16 CERTIFICATION OF NO ASBESTOS CONTAINING MATERIALS OR WORK

- a. Contractor shall provide a certification statement, included with each materials submittal, stating that no asbestos containing materials or work is included within the scope of the proposed submittal.
- b. Contractor's certification shall be delivered to Entity at Substantial Completion.
- c. Contractor shall take whatever measures it reasonably deems necessary to ensure that all employees and Subcontractors (including suppliers and fabricators), and their assigns, comply with the requirements of this section.
- d. Each Subcontractor shall provide a notarized statement that no Asbestos Containing Building Materials (ACBM) has been used, provided, or left on this Project with each of its/his/her invoice.
- e. Contractor shall provide to the extent deemed necessary for compliance by the State data sheets and/or labels as proof of compliance.

SECTION 3.17 RECORD KEEPING & RETENTION

Contractor shall establish and maintain a numbering and tracking system for all Project records, including modifications thereto, requests for information, submittals, and supplementary instructions, and shall provide updated records at each update meeting and when requested. During the Construction Phase, Contractor shall submit detailed progress reports, as requested by Entity, that include a description of the Project status, a summary update of the Work by Construction Specifications Institute (CSI) division, photographs, updated and current schedules and logs, and any other information necessary to convey the progress of the Work.

SECTION 3.18 INDEMNIFICATION

Contractor covenants and agrees to indemnify, hold harmless and defend, at its own sole expense, the Entity and its officers, agents, servants, and employees from and against any and all claims or suits for property loss or damage and/or personal injury, including death, to any and all persons, of whatsoever kind or character, whether real or asserted, arising out of or in connection with the execution, performance, attempted performance, or nonperformance of the services under this Contract and/or the operations, activities, and services of the activities described herein; and Contractor hereby assumes all liability and responsibility of the entity and its officers, agents, servants, and employees for any and all claims or suits for property loss or damage and/or personal injury, including death, to any and all persons, of whatsoever kinds or character, whether real or asserted, arising out of or in connection with the execution, performance, attempted performance, or nonperformance of the services or this Contract and/or the operations, activities, and services described herein. Contractor likewise covenants and agrees to and does hereby indemnify and hold harmless entity from and against any and all injury, damage, or destruction of property of entity, arising out of or in connection with all acts or omissions of Contractor, its officers, members, agents, employees, contractors, subcontractors, invitees, licensees, and project participants. Contractor agrees to and shall release Entity, its agents, employees, officers, and legal representatives from all liability for injury, death, damage, or loss to persons or property sustained in connection with or incidental to performance of the services under this Contract.

Contractor shall require all of its contractors and subcontractors to include in its contracts and subcontracts a release and indemnity in favor of the Entity in substantially the same form as above. The indemnity and liability release provided for above shall not apply to any liability resulting from the sole negligence or fault of the Entity, its officers, agents, employees or separate contractors, and in the event of joint and concurring negligence or fault of the Entity and Contractor, responsibility and indemnity, if any, shall be apportioned in accordance with the laws of the State of Texas, without waiving any governmental immunity available to the entity under Texas law and without waiving any defenses of the parties under Texas law.

The provisions of this section are solely for the benefit of the parties and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity. This section survives termination or expiration of this Contract.

SECTION 3.19 INSURANCE & BONDING

Contractor shall provide Insurance and Bid, Performance, and Payment Bonds as prescribed by Entity in the Solicitation documentation and included here as **Exhibit E and Exhibit F**.

SECTION 4. REQUIRED PROVISIONS

The Contractor shall comply with the following items:

SECTION 4.1 TERMS AND CONDITIONS

The Contractor agrees to comply with the requirements of Section 503 of the American Rescue Plan Act (ARPA), regulations adopted by Treasury pursuant to Section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Contractor also specifically agrees to comply with the ARPA Terms & Conditions attached to this Contract in **Exhibit B**.

SECTION 4.2 DEBARMENT AND SUSPENSION

Contractor has provided proof of registration, active/good standing, and non-debarment status in the System for Award Management. Should this status change – the contractor must notify the Entity immediately.

SECTION 4.3 ASSURANCES OF COMPLIANCE WITH TITLE VI

The Contractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract.

SECTION 4.4 LOBBYING CERTIFICATION & DISCLOSURE

- 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.

Commented [CB4]: Instruction: If contract value is less than \$100,000, lobbying disclosure form is not required.

SECTION 4.5 ETHICS MATTERS

Contractor and its employees, agents, representatives, and subcontractors have ready and understand the Entity's Conflict of Interest Policy, State of Texas Standards of Conduct and Conflict of Interest Provisions available at [Government Code Chapter 572: Personal Financial Disclosure, Standards of Conduct, and Conflict of Interest \(state.tx.us\)](#), and applicable state ethics laws and rules available. Neither Contractor nor its employees, agents, representatives, or subcontractors will assist or cause Entity employees to violate the Conflict of Interest policies, provisions described by State of Texas Standards of Conduct and Conflict of Interest Provisions, or applicable state ethics laws or rules.

SECTION 4.6 MAINTENANCE AND ACCESS TO RECORDS

The Contractor shall maintain records and financial documents sufficient to evidence in compliance with Section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

The Treasury Office of Inspector General, the Government Accountability Office and the Texas Office of the State

Comptroller, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of the Contractor in order to conduct audits or other investigations and all records shall be made available upon request. Records shall be maintained by the Contractor for a period of five (5) years after all funds have been expended or returned to the Treasury, whichever is later.

SECTION 5. MISCELLANEOUS PROVISIONS

SECTION 5.1 GENERAL

- a. This Contract shall be binding upon and ensure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Contract.
- b. In any case one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- c. If any action at law or in equity is necessary to enforce or interpret the terms of this Contract, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
- d. This Contract may be amended by mutual agreement of the parties hereto and a writing to be attached to be incorporated into this Contract.
- e. Licenses, Permits, Taxes, Fees, Laws, and Regulations
 - i. Contractor warrants that it will obtain, maintain in effect, and pay the cost for all licenses, permits, or certifications that may be necessary for Contractor's performance of this Contract.
 - ii. Contractor will be responsible for the payment of all taxes, excises, fees, payroll deductions, employee benefits (if any), fines, penalties or other payments required by federal, state, or local law or regulation in connection with Contractor's performance of this Contract.
 - iii. Contractor will comply with and will be responsible for requiring its officers and employees to comply with all applicable federal, state, and local laws and regulations, and the rules and regulations of the Entity.

SECTION 5.2 CAPACITY TO PERFORM

By execution of this Contract, Contractor is certifying that they have the capacity to perform and complete the Scope of Work as provided.

SECTION 5.3 LIMITATION OF LIABILITY

Except for the obligation of Entity to pay Contractor certain fees, costs, and expenses to the extent expressly set forth in this Contract, the Entity shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Contract. Notwithstanding any obligation or liability of Entity to Contractor, no present or future partner or affiliate of the Entity or any agent, officer, director, or employee of the Entity or anyone claiming under the Entity, has or shall have any personal liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Contract.

SECTION 5.4 ASSIGNMENT

This Contract is a personal service contract for the services of Contractor, and neither Contractor's interest in this Contract (including, but not limited to Contractor's fees due hereunder), nor Contractor's duties hereunder may be assigned or delegated to a third party except as specifically set forth in this Contract.

SECTION 5.5 GOVERNING LAW AND VENUE

The Contractor agrees to comply with the requirements of Section 603 of the Act, regulations adopted by Treasury pursuant to Section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing.

Additionally, all applicable local government codes for the State of Texas also apply to this Contract. All equipment, supplies, and work furnished under this Contract shall comply with applicable laws, ordinances, and regulations. Contractor shall obtain and pay for such permits and inspections as are required for the legal performance of this work, unless otherwise specified. Contractor shall comply with all federal and state laws and Entity's Ordinances and Codes applicable to the Contractor'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 [REDACTED] (Entity Name), Texas, where venue for any proceeding arising hereunder will lie.

This Contract will be governed by the laws of the State of Texas without reference to its conflicts of law provisions. Venue for any suits arising from this Contract will be in a court of competent jurisdiction in [REDACTED], Texas.

SECTION 5.6 WAIVERS

No delay or omission by either Party in exercising any right or power accruing upon the non-compliance or failure of performance by the other Party of any provision of this Contract or the Contract Documents will impair any such right or power or be construed to be a waiver thereof. A waiver by either Party of any of the covenants, conditions, or agreements of this Contract or any of the Contract Documents to be performed by the other party will not be construed to be a waiver of any subsequent breach of this Contract or the Contract Documents or of any other covenant, condition or agreement contained in this Contract or the Contract Documents.

SECTION 5.7 AMENDMENTS

The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each Party.

SECTION 5.8 BINDING

The Contract shall be binding upon and inure to the benefit of the Parties to this Contract and their respective permitted assigns and successors.

SECTION 5.9 APPOINTMENT

Contractor shall act only upon instructions from the Entity’s Designated Representative unless the Entity advises the Contractor otherwise in writing.

SECTION 5.10 SEVERABILITY

If any provision of this Contract is for any reason be held invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision of this Contract and this Contract will be construed as if such invalid or unenforceable provision had not been included herein.

SECTION 5.11 NEW LAWS

Parties agree that if there is a change in any laws, rules, or regulations affecting the Project and enacted after the Effective Date of this Contract, the Parties will enter into good faith negotiations to renegotiate the affected terms of this Contract.

IN WITNESSETH WHEREOF, the parties have executed this Contract by causing the same to be signed on the day and year first above written.

BY: _____
(Local City/County Official)

(Printed Name)

(Title)

BY: _____
(Firm’s/Contractor’s Authorized Representative)

(Printed Name)

(Title)

SECTION 6. EXHIBITS

Exhibit A1	Scope of Work
Exhibit A2	Payment & Pricing Schedule
Exhibit A3	Request for Payment
Exhibit B	ARPA Required Provisions (ARPA Terms & Conditions)
Exhibit C	Prevailing Wage Decision
Exhibit D	Other Relevant Information/Special Conditions for Construction
Exhibit E	Insurance Certificate
Exhibit F	Bid, Performance, and Payment Bonds

Exhibit G	Eligibility Verification (SAM.gov)
Exhibit H	Certificate of Interested Parties (Form 1295)

Exhibit A1 – Scope of Work

To be populated with solicitation Scope of Work

Exhibit A2 – Payment & Pricing Schedule

The terms for payment for the contract are as follows:

Payment Schedule:

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 have 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. **A ten percent (10%) retainage will be withheld on each payment that would be reimbursed.**

Pricing Schedule:

Prices for all goods and/or services shall be all inclusive. The Entity is exempt from taxes.

Pricing Scenario Options (Entity should select one or an alternate method to request pricing):

1. **Cost Per Square Foot:** Contractor shall provide Cost Per Square Foot to complete the scope of services contained in Exhibit A – 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.

Cost Per Square Foot: \$

2. **Lump Sum Price:** Contractor shall provide a Lump Sum Price to complete the scope of services contained in Exhibit A – 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.

Lump Sum Price for Complete Scope of Work: \$

3. **Lump Sum Price:** Contractor shall provide a Lump Sum Price for each component of work as indicated below to complete the scope of services contained in Exhibit A – 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.

Commented [5]: Instruction Comment
Some entities may not be exempt from taxes so this text needs to be adjusted when that occurs.

Commented [6]: Instruction Comment:
PM should assist with pricing scenarios and client should select one clear method that provides an apples to apples comparison. Option 3 is recommended and preferred.

Commented [JC7R6]: The Pricing Schedule selected should match the pricing format as requested in the RFP.

Exhibit A2 – Payment & Pricing Schedule (continued)

(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:

SCOPE OF WORK	PRICE
Site Clearance	\$
Foundation	\$
Electrical	\$
Plumbing	\$
TOTAL LUMP SUM PRICE	\$

Exhibit A3 – Request for Payment

Project Name:			
Contractor Name:			
Date of Request:			
Contact Name:			
Contact Phone:		Contact Email:	

Item for Payment	Description	Unit Cost or Percent Complete	# of Units	Total Amount
TOTAL				

X	Attachments

Submitted By	
Name and Title	
Signature	

CERTIFICATION: I certify that this Request for Payment contains costs associated with the provision of services in accordance with the terms of the contract. I also certify that all required documentary evidence has been submitted along with the Request for Payment as instructed, including any documentation associated with requirement to pay prevailing wages.

By signing this Request for Payment, I certify to the best of my knowledge and belief that information provided

in this Request is true, complete, and accurate. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

WARNING: Section 1001 of Title 18 U.S. code makes it a criminal offense to make willful, false statements or misrepresentation of any material fact involving the use of or obtain federal funds.

Exhibit B – ARPA Required Provisions

2 CFR 200.327 Contract provisions. The Non-Federal entity's contracts should contain applicable provisions described in Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. The Non-Federal entity's contracts must contain the provisions described in Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, as applicable.

Commented [CB8]: PM should insert ARPA Provisions appropriate for the project. This document includes the MAIN Provisions dated 071223. Templates for 6.1 and Micro Small projects can be found at file path: ARPA 2021>POP & Resources>Procurement and Contracts>Forms & Templates - Procurement>ARPA Provisions for Solicitations & Contracts

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	2 CFR 200 Appendix II (A-L)		
>\$250,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908 , must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.	2 CFR 200 APPENDIX II (A)	Contractor RFP/IFB Contractor RFQ Subrecipients
>\$10,000	All contracts in excess of \$10,000 must address termination for cause and for convenience by the Non-Federal entity including the manner by which it will be affected and the basis for settlement.	2 CFR 200 APPENDIX II (B)	Contractor RFP/IFB Contractor RFQ Subrecipients
None	<p>Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."</p> <p>41 CFR 60-1.4 Equal opportunity clause.</p> <p>(b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:</p> <p>The [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:</p> <p>During the performance of this contract, the contractor agrees as follows:</p> <p>(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:</p> <p>Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and 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</p>	2 CFR 200 APPENDIX II (C) and 41 CFR §60-1.4(b)	Contractor RFP/IFB Contractor RFQ Subrecipients

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

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	<p>require for the supervision of such compliance, and that it will otherwise assist the recipient agency in the discharge of the agency's primary responsibility for securing compliance.</p> <p>The recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the [recipient] agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.</p>		
<p>>\$10,000,000 for ARPA but State Provision Applies at any amount and/or</p> <p>>\$2,000 for CDBG/Braided Funds Projects</p> <p>See TX Prevailing Wage Laws</p>	<p>Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$10,000,00 awarded by Non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The Non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The Non-Federal entity must report all suspected or reported violations to the Federal awarding agency.</p> <p>The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Non-Federal entity must report all suspected or reported violations to the Federal awarding agency.</p>	<p>2 CFR 200 APPENDIX II (D)</p>	<p>Contractor RFP/IFB</p> <p>Subrecipients</p>
>\$100,000	<p>Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the Non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.</p>	<p>2 CFR 200 APPENDIX II (E)</p>	<p>Contractor RFP/IFB</p> <p>Subrecipients</p>
None		<p>2 CFR 200 APPENDIX II (F)</p>	<p>Contractor</p>

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.		RFP/IFB Contractor RFQ Subrecipients
>\$150,000	Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended – Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the Non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).	2 CFR 200 APPENDIX II (G)	Contractor RFP/IFB Contractor RFQ Subrecipients
>\$25,000	Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
>\$100,000	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with Non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Non-Federal award.	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303	Contractor RFP/IFB Contractor RFQ Subrecipients
	See 2 CFR §200.323 - Procurement of Recovered Materials. Where applicable, in the performance of contract, pursuant to 2 CFR 200.323, the contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. To the extent that the scope of work or specifications in the contract requires the contractor to provide recovered materials the scope of work or specifications are modified to require that as follows.	2 CFR 200 APPENDIX II (J)	Contractor RFP/IFB Contractor RFQ Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	<ul style="list-style-type: none"> i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired— <ul style="list-style-type: none"> 1. Competitively within a timeframe providing for compliance with the contract performance schedule; 2. Meeting contract performance requirements; or 3. At a reasonable price. ii. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program. iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the "Solid Waste Disposal Act." 		
	<p>See 2 CFR §200.216 - Prohibition on certain telecommunications and video surveillance services or equipment</p> <p>(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:</p> <ul style="list-style-type: none"> (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. <p>(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.</p> <p>(c) See Public Law 115-232, section 889 for additional information.</p> <p>(d) See also § 200.471.</p>	<p>2 CFR 200 APPENDIX II (K)</p>	<p>Contractor RFP/IFB Contractor RFQ Subrecipients</p>

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	<p>See 2 CFR §200.322 - Domestic Preferences for Procurements.</p> <p>(a) As appropriate and to the extent consistent with law, the Non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.</p> <p>(b) For purposes of this section:</p> <p>(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.</p> <p>(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.</p>	2 CFR 200 APPENDIX II (L)	<p>Contractor RFP/IFB</p> <p>Contractor RFQ</p> <p>Subrecipients</p>
	Additional 2 CFR 200 references & Other Regulations		
None	The Federal awarding agency must establish conflict of interest policies for Federal awards. The Non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.	2 CFR 200.112	<p>Contractor RFP/IFB</p> <p>Contractor RFQ</p> <p>Subrecipients</p>
None	<p>Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms.</p> <p>(a) The Non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.</p> <p>(b) Affirmative steps must include:</p> <p>(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;</p> <p>(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;</p> <p>(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;</p> <p>(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;</p> <p>(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and</p> <p>(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.</p>	2 CFR 200.321	<p>Contractor RFP/IFB</p> <p>Contractor RFQ</p> <p>Subrecipients</p>
>\$10,000	<p>An NFE (Non-Federal Entity) that is a state agency or an agency of a political subdivision of a state, and the NFE's contractors must comply with Section 6002 of the Solid Waste Disposal Act.</p> <p>Applicable NFEs must include a contract provision requiring compliance with this requirement.</p> <p>This includes contracts awarded by a state agency or political subdivision of a state and its contractors for certain items, as designated by the EPA, with a purchase price greater than \$10,000.</p> <p>Indian Tribal Governments and nonprofit organizations are not required to</p>	2 CFR 200.323	<p>Contractor RFP/IFB</p> <p>Contractor RFQ</p> <p>Subrecipients</p>

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	comply with this provision. Additional requirements are listed below.		
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. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations. The only exceptions are the following:</p> <p>(a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations.</p> <p>(b) When the Non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.</p> <p>(c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition. All records related to ARPA shall be maintained for 5 years per the ARPA terms and conditions and regulations.</p> <p>(d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the Non-Federal entity. All records related to ARPA shall be maintained for 5 years per the ARPA terms and conditions and regulations. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations.</p> <p>(e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the Non-Federal entity's fiscal year in which the program income is earned.</p> <p>(f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).</p> <p>(1) <i>If submitted for negotiation.</i> If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations.</p> <p>(2) <i>If not submitted for negotiation.</i> If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations.</p>	2 CFR 200.334	<p>Contractor RFP/IFB</p> <p>Contractor RFQ</p> <p>Subrecipients</p> <p>Vendors</p>

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
None	The Federal awarding agency and the Non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the Non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.	2 CFR 200.336	Contractor RFP/IFB Contractor RFQ Subrecipients
None	CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such a term in Section 2252.151(2) of the Texas Government Code.	Texas Government Code 2252.152	Contractor RFP/IFB Contractor RFQ Subrecipients
>\$100,000	PROVISION REQUIRED IN CONTRACT. (a) This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.	Texas Government Code 2271	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
For Critical Infrastructure Projects	PROHIBITION ON CONTRACTS WITH CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE. PROHIBITED CONTRACTS. (a) A governmental entity may not enter into a contract or other agreement relating to critical infrastructure in this state with a company: (1) if, under the contract or other agreement, the company would be granted direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by the governmental entity for product warranty and support purposes; and (2) if the governmental entity knows that the company is: (A) owned by or the majority of stock or other ownership interest of the company is held or controlled by: (i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; or (ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (B) headquartered in China, Iran, North Korea, Russia, or a designated country. (b) The prohibition described by Subsection (a) applies regardless of whether:	Texas Government Code, Title 10, Subtitle F, Chapter 2274.0102	Subrecipients EC 6.1 Awardees

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	(1) the company's or its parent company's securities are publicly traded; or (2) the company or its parent company is listed on a public stock exchange as: (A) a Chinese, Iranian, North Korean, or Russian company; or (B) a company of a designated country.		

None	Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.	42 U.S.C. 6201	Contractor RFP/IFB Subrecipients
None	The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.	Section 504 of the Rehabilitation Act of 1973, as amended.	Subrecipients
ARPA Terms & Conditions			
ARPA Terms, Conditions, & Records	<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>
ARPA Terms, Conditions, & Records	<p>5. Pre-award Costs. Pre-award costs, as defined in 2 CFR § 200.458, may not be paid with funding from this award.</p>	<p>Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2;</p> <p>Section 602(b), 603(b) and/or 603(c) as applicable</p>	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 603(c) as applicable</p>	Subrecipients

ARPA Terms, Conditions, & Records	7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 CFR § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 CFR § 200.112.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
ARPA Terms, Conditions, & Records	<p>9. Compliance with Applicable Law and Regulations.</p> <p>a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.</p> <p>b. Federal regulations applicable to this award include, without limitation, the following:</p> <ul style="list-style-type: none"> i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award. ii. Universal Identifier and System for Award Management (SAM), 2 CFR Part 25, pursuant to which the award term set forth in Appendix A to 2 CFR Part 25 is hereby incorporated by reference. iii. Reporting Subaward and Executive Compensation Information, 2 CFR Part 170, pursuant to which the award term set forth in Appendix A to 2 CFR Part 170 is hereby incorporated by reference. iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement), 2 CFR Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 CFR Part 180, subpart B) that the award is subject to 2 CFR Part 180 and Treasury's implementing regulation at 31 CFR Part 19. v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 CFR Part 200, Appendix XII to Part 200 is hereby incorporated by reference. vi. Governmentwide Requirements for Drug-Free Workplace, 31 CFR Part 20. (Subrecipient Only) vii. New Restrictions on Lobbying, 31 CFR Part 21. viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations. ix. Generally applicable federal environmental laws and regulations. <p>c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:</p> <ul style="list-style-type: none"> i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 CFR Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance; ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability; iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance; 	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

	<p>iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and</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 CFR § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.	<p>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	11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.	<p>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	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.	<p>Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2;</p> <p>Section 602(b), 603(b) and/or 603(c) as applicable</p>	<p>Contractor RFP/IFB</p> <p>Contractor RFQ</p> <p>Subrecipients</p> <p>Vendors</p>
ARPA Terms, Conditions, & Records	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."	<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>14. Debts Owed the Federal Government.</p> <p>a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.</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>	<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>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</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

	<p>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>		
ARPA Terms, Conditions, & Records	<p>16. Protections for Whistleblowers.</p> <p>b. 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>c. The list of persons and entities referenced in the paragraph above includes the following:</p> <ul style="list-style-type: none"> i. A member of Congress or a representative of a committee of Congress; ii. An Inspector General; iii. The Government Accountability Office; iv. A Treasury employee responsible for contract or grant oversight or management; v. An authorized official of the Department of Justice or other law enforcement agency; vi. A court or grand jury; or vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct. <p>c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.</p>	<p>Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2;</p> <p>Section 602(b), 603(b) and/or 603(c) as applicable</p>	<p>Contractor RFP/IFB</p> <p>Contractor RFQ</p> <p>Subrecipients</p> <p>Vendors</p>
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</p> <p>Contractor RFQ</p> <p>Subrecipients</p> <p>Vendors</p>
ARPA Terms, Conditions, & Records	<p>18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers</p>	<p>Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2;</p> <p>Section 602(b), 603(b) and/or 603(c) as applicable</p>	<p>Contractor RFP/IFB</p> <p>Contractor RFQ</p> <p>Subrecipients</p> <p>Vendors</p>

Exhibit C – Prevailing Wage Decision

Latest wage decision to be inserted

Exhibit D – Other Related Information/Special Conditions for Construction

To be inserted

Exhibit E – Insurance Certificate

To be inserted

Exhibit F – Bid, Performance, and Payment Bonds

To be inserted

Exhibit G – Eligibility Verification (SAM.gov)

To be provided

Exhibit H – Certificate of Interested Parties (Form 1295)

To be provided

