

NEWSPAPER & PUBLIC NOTICE: RFP FOR DESIGN AND INSTALLATION OF SCADA SYSTEM for THE CITY OF MARLIN

For Questions or Additional Information Contact: Keith Whitfield, City Manager, 254-883-1459 or citymanager@marlintx.net

AD STARTS HERE:

REQUEST FOR PROPOSALS: DESIGN AND INSTALLATION OF SCADA SYSTEM for THE CITY OF MARLIN

The **City of Marlin** has received an allocation from the American Rescue Plan Act (ARPA) Funds from the U.S. Department of Treasury and has elected to use these funds to complete eligible projects. This solicitation is for the design and installation of a federally licensed, radio-based SCADA system and provide Linux Based Software for a Remote Terminal Unit (RTU) for the SCADA system to control the pumps and devices at five (5) Water locations and nine (9) Sewer locations within the City of Marlin and its Marlin Water Treatment Plant (WTP) distribution and Marlin Wastewater Treatment Plant (WWTP) systems. Proposals must be received no later than **2/2/2024 at 4:00p.m.** Please submit your sealed bid, including 1 marked original(s) and 3 copies to the City of Marlin, 101 Fortune St, Marlin, TX 76661, addressed to Keith Whitfield, City Manager. The full RFP application packet can be found on the city's website at <https://marlintx.net/documents/newspaper-public-notice-rfp-for-design-and-installation-of-scada-system-for-the-city-of-marlin/>.

It is the responsibility of the submitting firm to ensure that the bid is received in a timely manner. Submissions not received by the specified date and time will be rejected. The City reserves the right to negotiate with any and all individuals or firms that submit bids and may award a contract to one service provider. The City reserves the right to reject any and all bids. Residents and Businesses, Minority Business Enterprises, Small Business Enterprises, Women Business Enterprises, United States Veterans and Labor Surplus Area firms are encouraged to submit proposals. The City of Marlin is an Affirmative Action/Equal Opportunity Employer. Servicios de traducción están disponibles por petición.

AD ENDS HERE:

Run Date: 1/18/2024 & 1/25/2024

Newspaper: The Marlin Democrat

Keith Whitfield, City Manager

254-883-1459

citymanager@marlintx.net

ARPA Request for Proposal (RFP) - General Purchases

(Note: This does not apply to construction contracts or professional services.)

Cover Letter

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Re: American Rescue Plan Act (ARPA)

Dear Supplies Providers:

Attached is a copy of the Entity's Request for Proposal ("RFP") for the design and installation of a federally licensed, radio-based SCADA system and provide Linux Based Software for a Remote Terminal Unit (RTU) for the SCADA system to control the pumps and devices at five (5) Water locations and nine (9) Sewer locations within the City of Marlin and its Marlin Water Treatment Plant (WTP) distribution and Marlin Wastewater Treatment Plant (WWTP) systems. These items are being solicited to assist the (*City of Marlin*) in completing and implementing programs and/or projects funded with its allocation of American Rescue Plan Act (ARPA) funds. The *City of Marlin* has received an allocation of ARPA and desire to solicit bids for its programs and projects.

A single contract will be awarded as a result of this solicitation.

The submission requirements for this RFP are also included on the attached Request for Proposal (RFP) form. Please submit the RFP to:

Keith Whitfield, City Manager
101 Fortune St, Marlin, TX 76661

The deadline for submission of this RFP is 2/2/2024, 4:00pm. It is the responsibility of the submitting entity to ensure that the RFP is received in a timely manner. RFPs received after the deadline will not be considered for award, regardless of whether or not the delay was outside the control of the submitting provider. The *City of Marlin* reserves the right to negotiate with any and all service providers submitting timely RFPs.

The *City of Marlin* 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 RFPs.

Sincerely,

Keith Whitfield, City Manager

Request for Proposals (RFP) for General Purchases

The City of Marlin is seeking to enter into a general purchases and supplies contract with a SAMs registered vendor/supplier. The City of Marlin has received an allocation of American Rescue Plan Act (ARPA) funds and desire to solicit bids in order to complete its ARPA programs and projects. The following are the required elements of this request for proposal. Information regarding this request for proposal and/or its ARPA Program can be provided by contracting the person listed as the Sole Point of Contact in item 12.

1. Consideration of Award

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

2. Schedule of Events

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

EVENT	DATE/TIME
Solicitation Release Date	1/18/2024 & 1/25/2024
Deadline for Submitting Questions	1/30/2024 at 4:00p.m. Central Time
Deadline for submission of Solicitation Responses [NOTE: Responses must be <u>RECEIVED</u> by the City by the deadline.]	2/2/2024 at 4:00p.m., 101 FORTUNE STREET, MARLIN TEXAS, 76661
Anticipated Notice of Award	2/12/2024
Anticipated Contract Start Date	Q1 2024

3. Scope of Work

Water and Sanitary Sewer SCADA System: City of Marlin, TX

Contractor will design a federally licensed, radio-based SCADA system and provide Linux Based Software for a Remote Terminal Unit (RTU) for the SCADA system to control the pumps and devices at five (5) Water locations and nine (9) Sewer locations within the City of Marlin and its Marlin Water Treatment Plant (WTP) distribution and Marlin Wastewater Treatment Plant (WWTP) systems. Contractor will assemble, program, and test (RTU's) at the contractor facility site. After completion of testing, the contractor will complete all installations and configurations, provide all FCC license applications and fees on the City's behalf, and provide on-site- start up services.

The Contractor must understand that during the installation phase is that the current system will be maintained and operational while the new HT3 SCADA System is being installed, modified, and configured. Both systems will be in operation during the installation process. The new system will be brought over in phases to prevent breaks in coverage and operational readiness.

REQUIREMENTS:

1. No annual user fees, access limits, software license fees
2. No incremental group rates for future points or tags
3. No annual maintenance fees or annual service contract required
4. No cost for SCADA software and/or module firmware revisions for life - All revisions and updates are to be available free of charge
5. No cost for telephone-based technical support
6. SCADA Server remote access connection (secure VPN by owner) to SCADA provider technicians to troubleshoot in real-time alongside City operators and technicians
7. Multiple communication/protocol drivers and system/user partitioning
8. Three (3) year warranty on hardware (including radio) against lightning and surge damage.
9. One (1) year warranty on system to be free from defects in materials and workmanship.
10. Two (2) year return-to-factory warranty on all I/O modules, radios, power supplies, and pump controllers, and a three (3) year warranty against damage due to surge/lightning.
11. Service Department access 24/7/365 to administer all service-related issues with telephone-based technical support provided free of charge for the life of the system.
12. No requirement for a maintenance contract.
13. Central Site - Fully Redundant SCADA Server Package and Central Site Radio, including Central Site Startup & OPERATOR Training, minimum 40 hours on-site, including server and RTU basics training @ 8 hours, minimum.
14. Remote Terminal Unit (RTU) to control the pumps and devices at:

a) five (5) Water locations and nine (9) Sewer locations. Water locations are WTP High Service VFD Control, Royal EST (FTU), Hobby EST, Mesquite EST and Depot EST.

b) Sewer related locations are the WWTP Blowers, WWTP Office LS, WTP LS, Rockdam LS, City Park LS, McDonalds LS, Park Street LS, Vernell LS and Hobby LS .

RTUs must have automation programming to replace the control system currently located at the above water and sewer sites.

15. Provide field services for the antenna assemblies, wiring inside of the panels, startup and commissioning in support of the provided SCADA system. Physical installations include but are not limited to: structure or towers to mount antennas, conduit, wire, mounting RTUs, instrument configurations and all field terminations.

16. Installation - The current system will be maintained and operational while the new SCADA System is being installed, modified and configured. Both systems will be in operation during the installation process. The new system will be brought over in phases to prevent breaks in coverage and operational readiness.

17. SPARE PARTS: The following parts that are utilized in the provided SCADA System must be furnished as owner spare parts:

- a) One of each media converter
- b) One of each radio
- c) One of each power supply
- d) One of each controller
- e) One of each PLC
- f) One of each I/O module

Please see the attached services/product description for a complete listing of items and specifications, and instructions to Offerors:

INSTALLATION OF ELECTRICAL CONDUIT/WIRING FOR SCADA SYSTEM SUMMARY OF SCOPE OF WORK

Contractor will be an electrician, licensed in the State of Texas to provide physical electrical installation of conduits and wiring for Remote Terminal Units (RTU's). Installations include but are not limited to; structure or towers to mount antennas, conduit, wire, mounting RTUs, instrument configurations and all field terminations. The installation will allow the city to control the pumps and devices at five (5) Water locations and nine (9) Sewer locations.

Water locations: are WTP High Service VFD Control, Royal EST (FTU), Hobby EST, Mesquite EST and Depot EST. Sewer related locations are the WWTP Blowers, WWTP Office LS, WTP LS, Rockdam LS, City Park LS, McDonalds LS, Park Street LS, Vernell LS and Hobby LS. City, licensed in the State of Texas. It is assumed that the RTU, conduit and wire installations will be completed prior to DFS arriving to the sites.

Phase 1 - Installation of Antennas.

- CTU, Yagi Antenna - Mast mounted at 50' agl on existing tower and directed at 250° M.
- FTU to CTU, Yagi Antenna - Mounted on Royal EST structure at 45' agl and directed at 070° M.
- FTU to RTUs, CTA209 Omni Antenna - Mounted to the catwalk railing on the south side of the EST and directed at 250° M.
- Hobby EST, Yagi Antenna - Mounted on GST structure at 35FT agl and directed at 008° M.
- Mesquite EST, Yagi Antenna - Mounted on structure at 21FT agl and directed at 303° M.
- Depot EST, Yagi Antenna - Mounted on structure at 21FT agl and directed at 005° M.
- WTP LS, Rubber Duck Omni Antenna - Mounted on structure at a minimum of 3FT agl.
- Rockdam LS, Yagi Antenna - Mounted on existing tower at 21FT agl and directed at 076° M.
- City Park LS, Yagi Antenna - Mounted on existing tower at 35FT agl and directed at 021° M.
- McDonalds LS, Yagi Antenna - Mounted on existing tower at 21FT agl and directed at 272° M.
- Park Street LS, Yagi Antenna - Mounted on existing tower at 35FT agl and directed at 321° M.
- Vernell LS, Yagi Antenna - Mounted on existing tower at 35FT agl and directed at 008° M.
- Hobby LS, Yagi Antenna - Mounted on existing tower at 35FT agl and directed at 006° M.
- WWTP Office LS, Yagi Antenna - Mounted on existing tower at 35FT agl and directed at 021° M.
- WWTP Blowers, Yagi Antenna - Mounted on existing tower at 35FT agl and directed at 020° M.

Phase 2 - WTP Central Site Installations.

The Central site equipment and the FTU will be the first two scopes of work. At the WTP, a RTA209 yagi antenna will be mast mounted at 50'. The mast will be pipe mounted to the existing tower structure. The CTU enclosure will be mounted on the interior west wall of the WTP building. Multi-Mode Fiber will be routed from the CTU to the HSS, which will be mounted in the WTP office.

The AC 120VAC power routed to the CTU and the AC 120VAC power routed to the HSS will be dedicated. Specific DFS grounding procedures are required for the extended warranties. This requirement applies to all DFS equipment installations.

Phase 3 - Royal EST FTU Installation.

The FTU enclosure will be mounted on the EST structure at ground level. This enclosure will serve as an RTU and an FTU. The Royal EST level analog cable and two antenna coax cables will be routed to this enclosure. This level will be the secondary PV for VFD control.

There will be two antenna installations at the Royal EST FTU. One will be a RTA209 yagi antenna which will be mounted at 45' agl on the tower structure. The second antenna will be a CTA209 offset omni antenna which will be installed on the catwalk railing at the south side of the Royal EST, by the City or contractor. DFS startup personnel will be onsite to assemble the Omni antenna and provide guidance for the RF install. The CTA209 Omni will consist of a 21' 6061 aluminum mast upon which the four antenna lobes will be mounted. The weight of this assembly is approximately 52 lbs.

Once the Omni assembly is securely mounted, RTC600 coaxial cable will be connected to the antenna assembly and then routed to the FTU enclosure.

Phase 4 - High Service VFD PS Installation.

This RTU will be installed in the MCC room. In addition to the VFD signaling, an analog signal splitter will take in the Clearwell level AI, and then put out an AI for the filter system and a second AI out for this RTU.

Phase 5 - Mesquite EST Installation.

The proposed RTU installation will be mounted on the EST structure or existing rack. This level is the primary Process Variable (PV) for VFD control.

Phase 6 - Hobby EST and PS Installation.

The proposed RTU installation will be on a fabricated electrical rack.

Phase 7 - Depot EST Installation.

The proposed RTU installation will be on EST structure or existing rack.

Phase 8 - Sewer Collection and Treatment Installations.

DETAILS OF REQUIREMENTS

VFD High Service PS

The three (3) VFDs will take suction from the filter plant clear well. The clear well is an above ground storage tank that is filled by the filtration process. The clear well level will be monitored for alarm conditions. Alarm conditions will be Low Level Lockout (LLL), Low Level and High Level. When a LLL condition is true, the VFDs will be locked out of service. The LLL condition will have override control at the HMI. A LLL condition will automatically clear when the clear well level rises to the hysteresis level, which will be approximately two feet above the LLL level.

The primary PV for VFD control will be the Mesquite EST level. The secondary PV for VFD control will be the Royal EST level. The operator will have an HMI control for PV selection. In auto, only one VFD may run during a normal fill cycle. At the end of each fill cycle all available pumps will be indexed. VFD position status will be displayed on the HMI.

A proportional span algorithm will control the VFD Speed during an automatic fill cycle. The operator will have the following set points for control (both primary and secondary PVs); On Level, Max Speed Level, Min Speed Level, Min Speed and Max Speed. Set point control will increase the VFD speed as the EST level falls closer to the Max Speed Level and will decrease the VFD Speed as the EST level rises closer to the Min Speed set point. The VFD speed will be governed by the Min and Max Speed set points.

Additional set points will be High- and Low-level alarm.

When a VFD is called to run and run status is not true for X seconds a VFD Fail alarm will be generated.

Hobby High Service PS

Influent process set points for the Hobby GST Fill Valve are Close Level and Open Level. GST alarms will be LLL, Low Level and High Level.

Effluent process set points for Hobby PS are EST Lead Call Level, EST Lag1 Call Level and EST Off Level. The two (2) High Service Pumps (HSP) will be called in a Lead, Lag1 alternating fashion, indexing at the end of each cycle. EST alarms will be Low Level and High Level.

When the GST Low Level Lockout is true, all HSP calls will be removed, and pumps will not be called until the hysteresis level is achieved. This will be approximately two (2) feet above the Low-Level Lockout level. A LLL override control will be available at the HMI.

All set point entries will be available at the HMI.

When a HSP is called to run and run status is not true for X seconds a HSP Fail alarm will be generated.

Wastewater Blower RTU

Manual control only for both blowers, no automation is proposed.

GENERAL SYSTEM OPERATIONAL ASPECTS

Each of the devices controlled will have software device controllers. The software device controllers have operator defined Min, Max, and Manual Control set points as well as a Current status in addition to the device controller basic and operational criteria. The Min and Max set points define in percent the range the devices are permitted to operate during the automatic process. The Manual Control set point defines the device operation when called to operate in manual. The Manual Control set point is overridden when the device is made available to the automatic process.

When a device is called to operate by the automatic process the devices operation will be governed by a PID Controller. The PID Controller will maintain the process as defined using the operator defined Target set point and the process variable. As the process variable changes, the device will be adjusted to maintain process variable at the defined Target set point.

When the process variable transducer registers a reading to operate a device based on the defined Start operation set point, more than 30 seconds, the assigned device will be called to operate. The device will continue to operate until the defined Stop operation set point reading is obtained more than 30 seconds. When multiple devices are required to operate, each device will operate in a similar manner.

Device controllers with automatic algorithms will maintain the following basic and operational criteria:

1. Each device will be monitored for Local/Remote (HOA in Auto equals "Remote") and Status if available.
2. If a controlled device is not equipped with a HOA switch it will always be considered in Remote.
3. If a controlled device is not equipped with a status, it will always be considered as operating correctly.
4. The controls for each device will include a Manual/Auto and a Stop/Start, Open/Close or other appropriate control. The digital input from the device's HOA determines its availability for control by the SCADA system, "Remote" being the permissive signal for SCADA control.
5. A software Manual/Auto control dictates whether the device will be controlled manually or automatically via SCADA.
6. The device is considered available to the automatic process when it is in "Remote" and "Auto" and the device has not failed. A device is considered "failed" when it has been called to operate by the automatic process and the device status inputs indication has not operated as expected more than 60 seconds. To clear a device, fail, simply place the device back into "Manual" or "Local" until the fail has cleared.

Grouped device controllers with automatic algorithms will maintain the following additional criteria:

1. When a device is available to the automatic process it will be assigned a lead, lag, lag2, etc., or standby position in the device alternator. Optionally device position in the alternator can be assigned manually.
2. When a device is needed and called to operate by the automatic process the alternator will call the device assigned to the first, or lead, position. Should an additional device be required to operate, the device alternator will call the device assigned to the next position according.

3. After the first, or lead device, has been called to stop by the automatic process the device alternator will index the devices assignments. Device alternation can also be triggered manually by activating the device Alt Index signal or disabled entirely by toggling the device Alt Enable/Disable" signal on the custom screen.

All set points residing in the PLC will have default factory set points when shipped. The set points can then be modified by an operator using a custom screen as needed. The new set points will be retained in the PLC in the event of a power cycle.

GRAPHICAL DISPLAYS

SCADA system must have custom graphical displays of telemetry/project data can take many forms. The graphical displays provided for under the proposal are P&ID type in nature. The screen/displays will show the basics of the process flow and instrumentation placement in this flow. They will also provide for control of the devices using a standardized set of control objects used by DFS. The control operators have color coded meaning and are used consistently across all DFS customer platforms. Other forms of graphical displays that more closely represent a pictorial view, or physical presence of a customer site, are available and can be ordered in addition to the P&ID type screen displays provided for in this proposal.

ADDITIONAL DETAILS

The Utility/Contractor will be required to provide personnel to make the site available when work is scheduled. Any instrumentation installation is to be performed by the Utility/Contractor.

Radio Study General Exception - The antenna requirements are based on our radio study. Actual calculations of the radio study data are performed by DFS software using proprietary algorithms and trade secrets, these calculations will not be provided. Radio summary of information and topological studies are general in nature and will be provided under this proposal during the submittal process when requested.

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

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

4. Contract Award, Term, Contract Amount

The City anticipates that the initial duration of any contract resulting from this solicitation shall be for a period of 1 year or until project completion. Per American Rescue Plan Act requirements, ARPA funding must be obligated by December 31, 2024 and expended by December 31, 2026.

Following the base term and any allowable extensions, The City may extend any resulting Contract for the purpose of completing a new procurement, and/or to transition to a new vendor if necessary to avoid interruption in Entity services.

Contract Term

As a result of this RFP, The City reserves the right to award one Firm Fixed Price Contract. Interested parties may submit the request for proposal by 2/2/2024 at 4:00p.m. Central Time. Questions are due for this RFP by 1/30/2024 at 4:00p.m.

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

5. Contract Amount

The city has a budget amount of \$450,000.00 that can be negotiated for unforeseen problems that may appear as project is being performed.

Initial total compensation under any contract awarded shall not exceed the amount of \$450,000.00. However, notwithstanding the preceding, the Entity reserves the right to increase this amount if additional funding becomes available during the term of the Contract, including any extensions.

6. No Guarantee of Volume, Usage or Compensation

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

7. Governmental Entities

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

8. Other Applicable Conditions

In all contracts, recipients, vendors, contractors, and other applicable sources must specifically refer to the project or provide detailed information regarding the purchase or work being funded. In addition to other Federal and State provisions required, all contracts must address, if applicable, any contract provisions provided in Exhibit B. This RFP and subsequent contract will be subject to same ARPA Terms and Conditions the Recipient must comply with and the award bidder understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

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

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

9. Changes, Amendment or Modification to Solicitation

The Entity reserves the right to change, amend or modify any provision of this solicitation, or to withdraw this solicitation, at any time prior to award, if it is in the best interest of the Entity and make public any

changes, amendment, or modification. It is the responsibility of the respondent to periodically check the City website to ensure full compliance with the requirements of this solicitation.

10. Irregularities

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

11. Informalities

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

12. Sole Point of Contact

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

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

Name	Keith Whitfield
Title	City Manager
Phone	254-883-1459
Email	<i>citymanager@marlintx.net</i>

13. Prohibited Communication

On issuance of this solicitation, except for the written and/or telephone inquiries described in the Sole Point of Contact section above, the Entity, its representative(s), or partners will not answer any questions or otherwise discuss the contents of this solicitation with any potential respondent or their representative(s). This restriction does not preclude discussions between affected parties for the purposes of conducting business unrelated to this solicitation. **Failure to comply with these requirements may result in disqualification of respondent’s solicitation response.**

14. Questions

The Entity will allow written questions and requests for clarification of this solicitation. Questions must be submitted in writing and sent by U.S. First Class mail or email to the Point of Contact listed in the Solicitation above. Respondents' names will be removed from questions in any responses released.

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

- a. Identifying Solicitation number, if applicable
- b. Section Number, if applicable
- c. Paragraph Number, if applicable
- d. Page Number
- e. Text of passage being questioned
- f. Question

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

15. Clarifications

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

16. Responses

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

17. Solicitation Response Submission and Delivery

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

The Entity will not be held responsible for any solicitation response that is mishandled prior to receipt by the Entity. The Entity will not be responsible for any technical issues that result in late delivery, inappropriately identified documents, or other submission error that may lead to disqualification (including substantive or administrative) or nonreceipt of the respondent's response.

18. Delivery

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

U.S. Postal Service	Overnight/Express Mail or Hand Delivery
<u>Attn: Keith Whitfield</u> <u>101 Fortune St.</u> <u>Marlin, TX 76661</u>	<u>Attn: Keith Whitfield</u> <u>101 Fortune St.</u> <u>Marlin, TX 76661</u>

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

19. Alterations, Modifications, and Withdrawals

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

20. Minimum Qualifications

Respondents must meet the minimum qualifications listed below. Furthermore, solicitation responses that appear unrealistic in terms of technical commitment, that show a lack of technical competence, or that indicate a failure to comprehend the risk and complexity of a potential contract may be rejected, in the sole discretion of the Entity.

- a) Respondents must be a licensed electrician in the State of Texas and must have recently been in business for a minimum of 3 years, or the principals/owners must have had recent ownership/executive management experience in a previous company that provided physical electrical installation of conduits and wiring for Remote Terminal Units (RTUs).
- b) Respondents shall have demonstrated experience in physical electrical installation of conduits and wiring for Remote Terminal Units (RTUs). Installations include but are not limited to; structure or towers to mount antennas, conduit, wire, mounting RTUs, instrument configurations and all field terminations.
- c) Respondents must be financially solvent and adequately capitalized; and
- d) Respondent must be authorized to do business in the State of Texas; and
- e) Respondent must be registered and not debarred in the System for Award Management. SAM.gov will be checked on receipt of proposal and prior to award of the contract. If an offeror is debarred, then the offeror's proposal will not be evaluated. Upon award, the awardee must be registered in SAM.gov before they can receive funds from ARPA.

21. Evaluation Criteria

Solicitation responses shall be evaluated in accordance with Part 200 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirement and Chapter 2254 of the Texas Government Code. The Entity will make the selection on the basis of demonstrated competence and qualifications; and to a respondent that negotiates a fair and reasonable price.

Note: The following rating sheet is used for purchases with installation. For purchases for equipment only, Exhibit A Lump Sum or Pricing sheet should be used.

Rating Sheet

Grant Recipient _____

Program(s) ARP Act _____

Name of Respondent _____

Evaluator's Name _____

Date of Rating _____

Rate the Respondent of the Request For Proposal (RFP) by awarding points up to the maximum listed for each factor. Information necessary to assess the Respondent on these criteria may be gathered either from past experience with the Respondent and/or by contacting past/current clients of the Respondent. Respondents proposing to offer specific services (environmental or buyout only) will be scored only on those services.

Experience -- Rate the respondent for experience in the following areas:

Comments

	<u>Factor</u>	<u>Max.Pts</u>	<u>Score</u>	
		-		
1.	Years of experience	20		
2.	Proof of Insurance	15		
3.	Capability to perform job	10		
4.	Qualified personnel	15		
	Subtotal, Experience	60		

Work Performance

	<u>Factor</u>	<u>Max.Pts</u>	<u>Score</u>	
		-		
1.	Proof of SAM.gov Registration	10		
2.	Timeline of project	5		
3.	Cost of work performed	10		
	Subtotal, Experience	25		

Capacity to Perform

	<u>Factor</u>	<u>Max.Pts</u>	<u>Score</u>	
		-		

1.	Number of employees	5		
2.	Size of previous projects	5		
3.	References	5		
	Subtotal, Experience	15		

TOTAL SCORE

	<u>Factor</u>	<u>Max.Pts</u>		<u>Score</u>
<input type="checkbox"/>	Experience	60		
<input type="checkbox"/>	Work Performance	25		
<input type="checkbox"/>	Capacity to Perform	15		
	Total Score	100		

22. Specific Criteria

Solicitation responses shall be consistently evaluated and scored in accordance with the following criteria.

- a) Experience [20%]
- b) Work Performance [30%]
- c) Capacity to Perform [30%]
- d) Acceptance of Requirements, Terms, and Conditions of the RFP [20%]

23. Other Information

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

24. Initial Compliance Screening

The Entity will perform an initial screening of all solicitation responses received. Unsigned solicitation responses, and solicitation responses that do not meet the minimum qualifications above and/or do not include all required forms and information may be subject to rejection without further evaluation.

25. Additional Evaluation Criteria

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

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

26. Competitive Range and Best and Final Offer

The Entity may determine that certain solicitation responses are within the competitive range and may use this range to award multiple Contracts. If the Entity elects to limit award consideration to a competitive range, the competitive range will consist of the solicitation responses that receive the highest or most

satisfactory ratings, based on the published evaluation criteria and procedures governing this procurement. The Entity, in the interest of administrative efficiency, may place reasonable limits on the number of solicitation responses that will be included in the competitive range.

27. Narrative and Company Information

Respondents must provide satisfactory evidence of its ability to manage and coordinate the types of activities described in this solicitation and to produce the specified services on time.

As a part of the solicitation response the respondent must provide the following information:

28. Company Narrative

Provide a detailed narrative explaining why respondent is qualified to provide the services focusing on its company's key strengths and competitive advantages.

29. Company Profile

Provide a company profile to include:

- (a) The company ownership structure (corporation, partnership, LLC, or sole proprietorship), including any wholly owned subsidiaries, affiliated companies, or joint ventures. *(Please provide this information in a narrative and as a graphical representation)* If respondent is an Affiliate of, or has a joint venture or strategic alliance with, another company, respondent must identify the percentage of ownership and the percentage of the parent's ownership. The entity performing the majority of the Work under a contract, throughout the duration of the contract, must be the primary respondent. Finally, please provide your proposed operating structure for the services requested under this solicitation and which entities (i.e., parent company, Affiliate, Joint Venture, subcontractor) will be performing them
- (b) The year the company was founded and/or incorporated. If incorporated, please indicate the state where the company is incorporated and the date of incorporation;
- (c) The location of your company headquarters and any field office(s) that may provide services for any resulting contract under this solicitation;
- (d) The number of employees in your company, both locally and nationally, and the location(s) from which employees may be assigned;
- (e) The name, address, and telephone number of respondent's point of contact for any resulting contract under this solicitation; and
- (f) Indicate whether your company has ever been engaged under a contract by any Texas state agency or firm. If "Yes," specify when, for what duties, and for which agency or firm.

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.

30. References

Respondent shall provide a minimum of 5 references from similar contracts or projects performed, preferably for state and/or local government, within the last 5 years. Respondents must verify current contracts. Information provided shall include:

- a) Client name;
- b) Contract/Project Description
- c) Total Dollar amount of contract/project
- d) Key staff assigned to the referenced contract/project that will be designated for work under this solicitation; and
- e) Client contract/project manager name, telephone number, fax number and email address.

31. Litigation and Contract History

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

32. Conflicts

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

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

EXHIBIT A - Lump Sum or Pricing Sheet

Use only applicable type of pricing. (No scoring is required for equipment only purchases.)

Lump Sum

COST OF SERVICES

The Responder should enter pricing which includes all costs, expenses, and materials needed to perform the services in accordance with this RFP.

LUMP SUM PRICE: \$ _____

or

Pricing Sheet

Quantity	Description of Products/Services	Cost per Unit (Ea.)	Extended Price
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
	TOTAL ALL LINE ITEMS	\$	\$

EXHIBIT B – Contract 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. *Language as of September 1, 2022.

All Contracts

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
>\$250,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by <u>41 U.S.C. 1008</u> , must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.	2 CFR 200 APPENDIX II (A)	Contractor RFP/IFB Contractor RFQ Subrecipients
>\$10,000	All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.	2 CFR 200 APPENDIX II (B)	Contractor RFP/IFB Contractor RFQ Subrecipients
None	<p>Equal Employment Opportunity. Except as otherwise provided under <u>41 CFR Part 60</u>, all contracts that meet the definition of "federally assisted construction contract" in <u>41 CFR Part 60-1.3</u> must include the equal opportunity clause provided under <u>41 CFR 60-1.4(b)</u>, in accordance with Executive Order 11246, "Equal Employment Opportunity" (<u>30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339</u>), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at <u>41 CFR part 60</u>, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."</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 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</p>	2 CFR 200 APPENDIX II I and 41 CFR §60-1.4(b)	Contractor RFP/IFB Contractor RFQ Subrecipients

functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The [recipient] agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the recipienting agency in the discharge of the agency's primary responsibility for securing compliance.

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>>\$10,000,000 for ARPA but State Provision Applies at any amount and/or</p> <p>>\$2,000 for CDBG/Braided Funds[1]</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 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</p> <p>APPENDIX II (D)</p>	<p>Contractor RFP/IFB</p> <p>Subrecipients</p>
<p>>\$100,000</p>	<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</p> <p>APPENDIX II I</p>	<p>Contractor RFP/IFB</p> <p>Subrecipients</p>
<p>None</p>	<p>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.</p>	<p>2 CFR 200</p> <p>APPENDIX II (F)</p>	<p>Contractor RFP/IFB</p> <p>Contractor RFQ</p> <p>Subrecipients</p>
<p>>\$150,000</p>	<p>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).</p>	<p>2 CFR 200</p> <p>APPENDIX II (G)</p>	<p>Contractor RFP/IFB</p> <p>Contractor RFQ</p> <p>Subrecipients</p>
<p>>\$25,000</p>	<p>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.</p>	<p>2 CFR 200</p> <p>APPENDIX II (H)</p>	<p>Contractor RFP/IFB</p> <p>Contractor RFQ</p> <p>Subrecipients</p> <p>Vendors</p>

>\$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.	2 CFR 200 APPENDIX II (J)	Contractor RFP/IFB Contractor RFQ Subrecipients
	See 2 CFR §200.216 - Prohibition on certain telecommunications and video surveillance services or equipment	2 CFR 200 APPENDIX II (K)	Contractor RFP/IFB Contractor RFQ Subrecipients
	See 2 CFR §200.322 - Domestic Preferences for Procurements.	2 CFR 200 APPENDIX II (L)	Contractor RFP/IFB Contractor RFQ Subrecipients
>\$10,000	An NFE (non-Federal Entity) that is a state agency or an agency of a political subdivision of a state, and the NFE's contractors must comply with Section 6002 of the Solid Waste Disposal Act. Applicable NFEs must include a contract provision requiring compliance with this requirement. This includes contracts awarded by a state agency or political subdivision of a state and its contractors for certain items, as designated by the EPA, with a purchase price greater than \$10,000. Indian Tribal Governments and nonprofit organizations are not required to comply with this provision. Additional requirements are listed below.	2 CFR 200.323	Contractor RFP/IFB Contractor RFQ Subrecipients
None	The Federal awarding agency must establish conflict of interest policies for Federal awards. The non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.	2 CFR 200.112	Contractor RFP/IFB Contractor RFQ Subrecipients
None	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	<p>Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms.</p> <p>(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.</p> <p>(b) Affirmative steps must include:</p> <ol style="list-style-type: none"> (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section. 	2 CFR 200.321	<p>Contractor RFP/IFB</p> <p>Contractor RFQ</p> <p>Subrecipients</p>
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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 three years after final disposition. All records related to ARPA shall be maintained for 5 years per the ARPA terms and conditions and regulations.</p> <p>(d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity All records related to ARPA shall be maintained for 5 years per the ARPA terms and conditions and regulations. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations.</p> <p>(e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.</p> <p>(f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).</p> <p>(1) <i>If submitted for negotiation.</i> If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations.</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	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
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

<p>>\$100,000</p>	<p>PROVISION REQUIRED IN CONTRACT.</p> <p>(a) This section applies only to a contract that:</p> <ul style="list-style-type: none"> (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. <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> <ul style="list-style-type: none"> (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. 	<p>Texas Government Code 2271</p>	<p>Contractor RFP/IFB Contractor RFQ Subrecipients Vendors</p>
	<p>Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.</p>	<p>42 U.S.C. 6201</p>	<p>Contractor RFP/IFB Subrecipients</p>
	<p>The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.</p>	<p>Section 504 of the Rehabilitation Act of 1973, as amended.</p>	<p>Subrecipients</p>
<p>ARPA Terms, Conditions, & Records</p>	<p>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; Section 602(b), 603(b) and/or 603 (c) as applicable</p>	<p>Subrecipients</p>
<p>ARPA Terms, Conditions, & Records</p>	<p>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; Section 602(b), 603(b) and/or 603 (c) as applicable</p>	<p>Subrecipients</p>
<p>ARPA Terms, Conditions, & Records</p>	<p>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; Section 602(b), 603(b) and/or 603 (c) as applicable</p>	<p>Subrecipients</p>
<p>ARPA Terms, Conditions, & Records</p>	<p>Maintenance of and Access to Records</p> <ul style="list-style-type: none"> a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing. b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations. c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later. 	<p>Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603 (c) as applicable</p>	<p>Contractor RFP/IFB Contractor RFQ Subrecipients Vendors</p>

ARPA Terms, Conditions, & Records	Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603 (c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	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	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	Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603 (c) as applicable	Contractor RFP/IFB Contractor RFPQ Subrecipients Vendors
ARPA Terms, Conditions, & Records	<p>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> <p>i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.</p> <p>ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.</p> <p>iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.</p> <p>iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury’s implementing regulation at 31 C.F.R. Part 19.</p> <p>v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.</p> <p>vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20. (Subrecipient Only)</p> <p>vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.</p>	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 RFPQ Subrecipients Vendors

	<p>viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.</p> <p>ix. Generally applicable federal environmental laws and regulations.</p> <p>c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:</p> <p>i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;</p> <p>ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;</p> <p>iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;</p> <p>iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and</p> <p>v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.</p>		
ARPA Terms, Conditions, & Records	Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603 (c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603 (c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603 (c) as applicable	Contractor RFP/IFB Contractor RFPQ Subrecipients Vendors
ARPA Terms, Conditions, & Records	Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603 (c) as applicable	Subrecipients

<p>ARPA Terms, Conditions, & Records</p>	<p>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; Section 602(b), 603(b) and/or 603 (c) as applicable</p>	<p>Subrecipients</p>
<p>ARPA Terms, Conditions, & Records</p>	<p>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; Section 602(b), 603(b) and/or 603 (c) as applicable</p>	<p>Subrecipients</p>
<p>ARPA Terms, Conditions, & Records</p>	<p>Protections for Whistleblowers.</p> <p>a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.</p> <p>b. The list of persons and entities referenced in the paragraph above includes the following:</p> <ol style="list-style-type: none"> 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; Section 602(b), 603(b) and/or 603 (c) as applicable</p>	<p>Contractor RFP/IFB Contractor RFQ Subrecipients Vendors</p>
<p>ARPA Terms, Conditions, & Records</p>	<p>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; Section 602(b), 603(b) and/or 603 (c) as applicable</p>	<p>Contractor RFP/IFB Contractor RFQ Subrecipients Vendors</p>

<p>ARPA Terms, Conditions, & Records</p>	<p>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; Section 602(b), 603(b) and/or 603 (c) as applicable</p>	<p>Contractor RFP/IFB Contractor RFQ Subrecipients Vendors</p>
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EXHIBIT C - Insert Certificate of Insurance

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

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

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

EXHIBIT E - Conflict of Interest Questionnaire – Form CIQ

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>	Date Received	
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>		
<p>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p style="margin-left: 40px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 80px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p style="margin-left: 40px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 80px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p>		
<p>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>		
<p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>		
<p>7</p> <p style="text-align: center;"> _____ Signature of vendor doing business with the governmental entity </p> <p style="text-align: right; margin-right: 100px;"> _____ Date </p>		

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

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

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

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

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

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

(2) the vendor:

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

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

or

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

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

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

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

Local Government Code § 176.006(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.

EXHIBIT F - Certification Regarding Lobbying

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

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

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

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

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

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

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

Signature of Contractor's Authorized Official

Printed Name and Title of Contractor's Authorized Official

Date

EXHIBIT G – Disclosure of Lobbying Activities

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

Approved by OMB
0348-0046

Disclosure of Lobbying Activities

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

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

Federal Use Only

**Authorized for Local Reproduction
Standard Form - LLL (Rev. 7-97)**

EXHIBIT H - Certificate of Interested Parties

(To be Completed by Awarded Vendor)

CERTIFICATE OF INTERESTED PARTIES		FORM 1295																																							
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE USE ONLY																																							
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.		Must file online at www.ethics.state.tx.us/File																																							
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.																																									
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.																																									
4	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2" style="width: 35%;">Name of Interested Party</th> <th rowspan="2" style="width: 30%;">City, State, Country (place of business)</th> <th colspan="2" style="width: 35%;">Nature of Interest (check applicable)</th> </tr> <tr> <th style="width: 15%;">Controlling</th> <th style="width: 20%;">Intermediary</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)		Controlling	Intermediary																																		
Name of Interested Party	City, State, Country (place of business)			Nature of Interest (check applicable)																																					
		Controlling	Intermediary																																						
5 Check only if there is NO Interested Party. <input type="checkbox"/>																																									
6 UNSWORN DECLARATION My name is _____, and my date of birth is _____. My address _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country). I declare under penalty of perjury that the foregoing is true and correct. Executed in _____ County, State of _____, on the _____ day of _____, 20____. (month) (year) <div style="text-align: right; margin-top: 10px;"> _____ Signature of authorized agent of contracting business entity (Declarant) </div>																																									
ADD ADDITIONAL PAGES AS NECESSARY																																									

EXHIBIT I - Other Locally Required Forms

(Insert any other locally required forms)

EXHIBIT J - Labor Rates (as applicable)