

# ARPA Request for Proposal (RFP) - General Purchases

## Cover Letter

*March 30, 2022*

Re: American Rescue Plan Act (ARPA)

Dear Supplies Providers:

Attached is a copy of Rusk County Request for Proposal (“RFP”) for general supplies and/or /equipment for non-construction projects. These items are being solicited to assist Rusk County in completing and implementing programs and/or projects funded with its allocation of American Rescue Plan Act (ARPA) funds. Rusk County has received an allocation of ARPA and desire to solicit bids for its programs and projects.

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

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

Rebekah Acres, County Auditor

115 N. Main, Suite 103, Henderson, TX, 75652

Email to: [auditor1@ruskcountytexas.gov](mailto:auditor1@ruskcountytexas.gov)

The deadline for submission of this RFP is April 13 at 5:00 p.m. Central Time. 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. Rusk County reserves the right to negotiate with any and all service providers submitting timely RFPs.

Rusk County is an Affirmative Action/Equal Opportunity Employer. Minority Business Enterprises, Small Business Enterprises, Women Business Enterprises, and Labor Surplus Area firms are encouraged to submit RFPs.

Sincerely,

*Joel Hale*

*Rusk County Judge*

## Request for Proposals (RFP) for General Purchases

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

### **1. Consideration of Award**

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

### **2. Schedule of Events**

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

<b>EVENT</b>	<b>DATE/TIME</b>
Newspaper Ad Due for Publication	<b>MARCH 24, 2022, 12pm</b>
Solicitation Release Date	<b>MARCH 30, 2022</b>
Deadline for Submitting Questions	<b>APRIL 8, 2022 at 12:00 p.m. Central Time</b>
Deadline for submission of Solicitation Responses [NOTE: Responses must be <u>RECEIVED</u> by the Rusk County by the deadline.]	<b>APRIL 13, 2022 at 5:00 p.m. Central Time</b>
Evaluation Period	<b>APRIL 14 AND 15, 2022</b>
Anticipated Notice of Award	<b>APRIL 20, 2022, 10A.M.</b>
Anticipated Contract Start Date	<b>APRIL 20, 2022, 10A.M.</b>

### **3. Scope of Work**

The scope of work includes the purchase of up to 50 mobile multi-band radios, 50 portable multi-band radios, and 40 RF mics each with a five (5) year warranty.

Rusk County multi-band P25 radios must specifically include the following components:

#### Required Components

- VHF and 700/800 MHz bands
- P25 Phase 1 FDMA and 2 TDMA trunking, P25 conventional, and analog operation
- P25 Authentication
- Front-facing alphanumeric display
- Built-in voice and data
- Built-in GPS
- Over-the-air programming
- Emergency call
- Voice Annunciation
- MIL-STD-810C, D, E, F and G (High/low temperature, dust, vibration, shock, drop)
- IP54 dust and water
- IP67 Immersion and depth of 1 meter for 30 minutes
- Status Messaging
- AES and DES-OFB multi-key encryption
- Intelligent battery system
- Caller ID
- Intrinsically Safe (IS) (meet hazard environment requirements)
- Integrated wireless microphone for the mobile, car-mounted, radios in addition to lapel mics.

#### Additional Components

- Battery Capacity/Type: High Capacity IS Lithium Ion – Two (2) batteries for each radio
- Heavy Duty Noise cancelling speaker/microphones with ear phone capabilities
- Single unit charger pricing
- Multi-unit charger pricing
- Availability of radios

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 Rusk County.

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 Rusk County.

### **4. Contract Award, Term, Contract Amount**

Rusk County anticipates that the initial duration of any contract resulting from this solicitation shall be for a period of two (2) years. The Rusk County, at its sole option, may extend any contract awarded pursuant to this solicitation for up to two (2) additional years.

Following the base term and any allowable extensions, Rusk County 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 Rusk County services.

#### Contract Term

As a result of this RFP, The Rusk County reserves the right to award one Per Unit Pricing Contract. Interested parties may submit request for proposal by April 13, 2022 at 5:00 p.m. Central Time. Questions are due for this RFP by April 8, 2022 at 12:00 p.m. Central Time.

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 not registered with SAM.gov, or the offeror is debarred, then the offeror's proposal will not be evaluated.

#### **5. Contract Amount**

However, notwithstanding the preceding, Rusk County reserves the right to increase this amount if additional funding becomes available during the term of the Contract, including any extensions. This proposal and contract are subject to all contract provisions as provided in the exhibit section of this contract.

#### **6. No Guarantee of Volume, Usage or Compensation**

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

#### **7. Governmental Entities**

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

#### **8. Other Applicable Conditions**

In all contracts, recipients, vendors, contractors, and other applicable sources must specifically refer to the project or provide detailed information regarding the purchase or work being funded. In addition to other Federal and State provisions required, all contracts must address, if applicable, any contract provisions provided in Exhibit B.

- 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 Grant Recipient, 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**

Rusk County 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 Rusk County and make public any changes, amendment, or modification. It is the responsibility of the respondent to periodically check the Rusk County website to ensure full compliance with the requirements of this solicitation.

**10. Irregularities**

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

**11. Informalities**

Rusk County reserves the right to waive minor informalities in a solicitation response if it is in the best interest of Rusk County. A “minor informality” is an omission or error that, in Rusk County’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 Rusk County, 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.

<b>Name</b>	Rebekah Acres
<b>Title</b>	County Auditor
<b>Phone</b>	903-657-0304
<b>Email</b>	<a href="mailto:Auditor1@ruskcounty.gov">Auditor1@ruskcounty.gov</a>

**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, Rusk County, 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**

Rusk County 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 Sole 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 Sole Point of Contact by the deadline set forth in the solicitation. However, Rusk County, 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 Sole 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 Sole 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 Rusk County 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 Rusk County's website. Rusk County reserves the right to amend answers prior to the deadline of solicitation Responses. Amended answers may be posted on Rusk County's website. It is respondent's responsibility to check the Rusk County website or contact the Sole Point of Contact for updated responses. Rusk County 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 Rusk County'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 Rusk County no later than the date and time specified in the Schedule of Events.

Rusk County will not be held responsible for any solicitation response that is mishandled prior to receipt by Rusk County. Rusk County 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	Email
115 N Main, Suite 103, Henderson, TX, 75652	115 N Main, Suite 103, Henderson, TX, 75652	auditor1@ruskcountytexas.gov

**NOTE:** All solicitation responses become the property of Rusk County after submission and will not be returned to respondent. It is the respondent’s responsibility to appropriately mark and deliver the solicitation response to Rusk County 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. Rusk County may request solicitation response Modifications at any time.

**20. Evaluation Criteria**

Solicitation responses shall be evaluated in accordance with Part 200 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirement and Chapter 2254 of the Texas Government Code. solicitation responses must not include any information regarding respondent's fees, pricing, or other compensation.

Rusk County will make the selection on the basis of demonstrated competence and qualifications; and to a respondent that negotiates a fair and reasonable price.

# Rating Sheet

(Note: Used for purchases with installation.  
(Use pricing sheet for equipment only purchases – Exhibit A)

Grant Recipient Rusk County 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.

**Overall** -- Rate the respondent for experience in the following areas: Comments

	<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>	
1.	Cost	25		
2.	Warranty and Maintenance	15		
3.	Specs	15		
4.	Durability	15		
5.	Availability of Radios	30		
	<b>Total</b>	<b>100</b>		

## 21. 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 Rusk County.

- a) Respondents must be financially solvent and adequately capitalized; and
- b) Respondent must be authorized to do business in the State of Texas; and

## 22. Specific Criteria

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

- a) Cost
- b) Warranty
- c) Specs
- d) Durability
- e) Availability of Radios



### **23. Other Information**

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

### **24. Initial Compliance Screening**

Rusk County 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.

**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, Rusk County will disqualify the offer and evaluate the response of the next lowest priced responsive offeror.

### **Competitive Range and Best and Final Offer**

Rusk County may determine that certain solicitation responses are within the competitive range and may use this range to award multiple Contracts. If Rusk County 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. Rusk County, in the interest of administrative efficiency, may place reasonable limits on the number of solicitation responses that will be included in the competitive range.

### **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:

#### **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.

#### **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 name, address, and telephone number of respondent's point of contact for any resulting contract under this solicitation; and
- (c) 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 respondent is an out-of-state company, a Certificate of Authority from the Secretary of State to do business in Texas must be provided.**

### **References**

Respondent shall provide a minimum of three (3) references from similar contracts or projects performed, preferably for state and/or local government, within the last three (3) 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.

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 requested in Article III, respondent must provide the following information:

### **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.

### **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. Rusk County will determine to what extent, if any, a potential conflict of interest can be mitigated and managed during the term of the contract. Failure to identify actual and potential conflicts of interest may result in disqualification of a solicitation response or termination of a contract.

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

EXHIBIT A

**Pricing Sheet**

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

EXHIBIT B

**REQUIRED 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 may contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. **\*Language as of May 21, 2021.**

**All Contracts**

THRESHOLD	PROVISION	CITATION
<p>&gt;\$250,000 (Simplified Acquisition Threshold)</p>	<p>Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.</p>	<p>2 CFR 200 APPENDIX II (A)</p>
<p>&gt;\$10,000</p>	<p>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.</p>	<p>2 CFR 200 APPENDIX II (B)</p>
<p>None</p>	<p>Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”</p> <p>41 CFR 60-1.4 Equal opportunity clauses.</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</p>	<p>2 CFR 200 APPENDIX II (C) and 41 CFR §60-1.4(b)</p>

involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

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

The [recipient] agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and

	<p>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 administering agency in the discharge of the agency's primary responsibility for securing compliance.</p> <p>The [recipient] further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the [recipient] agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.</p>	
<p>&gt;\$2,000</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 \$2,000 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 APPENDIX II (D)</p>

<p>&gt;\$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 APPENDIX II (E)</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 recipient 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 recipient 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 APPENDIX II (F)</p>
<p>&gt;\$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 APPENDIX II (G)</p>
<p>None</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 System APPENDIX II (H)</p>
<p>&gt;\$100,000</p>	<p>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</p>	<p>2 CFR 200 APPENDIX II (I) and</p>



	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.	24 CFR §570.303
	See 2 CFR §200.323.	2 CFR 200 APPENDIX II (J)
	See 2 CFR §200.316.	2 CFR 200 APPENDIX II (K)
	See 2 CFR §200.322.	2 CFR 200 APPENDIX II (L)
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
None	The <a href="#">Federal awarding agency</a> and the <a href="#">non-Federal entity</a> should, whenever practicable, collect, transmit, and store <a href="#">Federal award</a> -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 <a href="#">Federal awarding agency</a> or <a href="#">pass-through entity</a> must always provide or accept paper versions of <a href="#">Federal award</a> -related information to and from the <a href="#">non-Federal entity</a> upon request. If paper copies are submitted, the <a href="#">Federal awarding agency</a> or <a href="#">pass-through entity</a> 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
None	Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms.  (a) The Non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.  (b) Affirmative steps must include:  (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;	2 CFR 200.321

	<p>(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;</p> <p>(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;</p> <p>(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;</p> <p>(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and</p> <p>(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.</p>	
None	<p>Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three 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 recipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. 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.</p> <p>(b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.</p> <p>(c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.</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.</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</p>	2 CFR 200.334

	<p>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) If submitted for negotiation. 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.</p> <p>(2) If not submitted for negotiation. 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.</p>	
None	<p>CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or <a href="#">2252.153</a>. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such a term in Section 2252.151(2) of the Texas Government Code.</p>	Texas Government Code 2252.152
>\$100,000	<p>PROVISION REQUIRED IN CONTRACT. (a) This section applies only to a contract that:</p> <p>(1) is between a governmental entity and a company with 10 or more full-time employees; and</p> <p>(2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.</p> <p>(b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:</p> <p>(1) does not boycott Israel; and</p> <p>(2) will not boycott Israel during the term of the contract.</p>	Texas Government Code 2271
Option Contract Language for contracts awarded prior to Grant Award	The contract award is contingent upon the receipt of ARPA funds. If no such funds are awarded, the contract shall terminate.	Optional
	Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.	42 U.S.C. 6201

EXHIBIT C

**Insert Certificate of Insurance**

EXHIBIT D

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

EXHIBIT E

**Conflict of Interest Questionnaire – Form CIQ**

EXHIBIT F

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

EXHIBIT G

**Disclosure of Lobbying Activities**

EXHIBIT H

**Certificate of Interested Parties**