

**Department of Homeland Security**  
**Invitation for Bid (IFB) - General Purchases**

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

**Cover Letter**

May 24, 2023

Re: Department of Homeland Security  
SH-Bullet-Resistant Shield Grant Program

Dear Supplies Providers:

Attached is a copy of the Entity's Invitation for Bid (IFB) for Bullet Resistant Shields. These items are being solicited to assist the City of Port Lavaca in completing and implementing programs and/or projects funded with its award of Homeland Security funds. The City of Port Lavaca has received an award and desires to solicit bids for its programs and projects.

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

City Secretary

202 North Virginia

Port Lavaca, Texas 77979

Email to: [slang@portlavaca.org](mailto:slang@portlavaca.org)

The deadline for submission a response to this IFB is June 6, 2023 at 2:00 PM Central Time. It is the responsibility of the submitting entity to ensure that the IFB response is received in a timely manner. IFB responses 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 Port Lavaca reserves the right to negotiate with any and all service providers submitting timely responses.

City of Port Lavaca 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 bids.

Sincerely,

*Susan Lang*

Susan Lang, Finance Director

## Invitation for Bid (IFB) for General Purchases

The City of Port Lavaca is seeking to enter into a general purchases and supplies contract with a System for Award Management (SAM.gov) registered vendor/supplier. The City of Port Lavaca has received an allocation of Department of Homeland Security funds and desire to solicit bids in order to complete its DHS programs and projects. The following are the required elements of this invitation for bid. Information regarding this invitation for bid and/or its DHS Program can be provided by contracting the person listed as the Sole Point of Contact in item 10.

### 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 City of Port Lavaca 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 the stated schedule.

| EVENT                                    | DATE/TIME                             |
|--|---------------------------------------|
| Solicitation Release Date                | MAY 24, 2023                          |
| Deadline for Submitting Questions        | MAY 30, 2023 at 2:00 p.m Central Time |
| Deadline for submission of IFB Responses | JUNE 6, 2023 at 2:00 p.m Central Time |
| Evaluation Period                        | JUNE 7, 2023 THROUGH JUNE 8, 2023     |
| Anticipated Notice of Award              | JUNE 12, 2023                         |
| Anticipated Purchase Order Release       | JUNE 19, 2023                         |
|  |                                       |

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

The City of Port Lavaca is conducting this procurement to establish a contract for **14 Rifle Rated Ballistic Shields that are NIJ Level III+ or IV compliant**. The contract shall be in effect throughout the procurement and warranty period of the product.

Please see the attached Exhibit A for a complete listing of items and specifications, and instructions to Respondents.

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

Respondent(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**

As a result of this IFB, The City reserves the right to award one Firm Fixed Price Contract. Interested parties may submit the bid by June 6, 2023. Questions or Clarifications are due for this IFB by January 31, 2022.

Respondent(s) must be not debarred at the time of submission and complete the attached Federal Debarment / Suspension Status Certification Form. Prior to award, the respondent must provide proof of registration, active/good standing and non-debarment status in the System for Award Management (SAM.gov) will be checked prior to award of the contract. If a respondent is not registered with SAM.gov, or the respondent is debarred, then the respondent's proposal will not be evaluated.

### **5. 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.

### **6. Other Applicable Conditions**

In all contracts, recipients, vendors, contractors, and other applicable sources must specifically refer to the project or provide detailed information regarding the purchase or work being funded. In addition to other Federal and State provisions required, all contracts must address, if applicable, any contract provisions provided in Exhibit B. This IFB and subsequent contract will be subject to same DHS 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 the conditions required by the U.S. Department of Homeland Security.

- 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.gov).
- 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.

**7. 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.

**8. 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.

**9. Informalities**

The City of Port Lavaca 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.

**10. 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.

|              |  |
|--------------|--|
| <b>Name</b>  | Det. Weston Burris   |
| <b>Title</b> | Detective  |
| <b>Phone</b> | 361-920-5357   |
| <b>Email</b> | <a href="mailto:jbarris@portlavaca.org">jbarris@portlavaca.org</a> |

**11. 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.**

## **12. 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 of Port Lavaca, 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.**

## **13. 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.

## **14. 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 the 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.

## **15. 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.

**16. 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                |
|--|--|----------------------|
| City Secretary<br>City of Port Lavaca<br>202 North Virginia<br>Port Lavaca, TX 77979 | City Secretary<br>City of Port Lavaca<br>202 North Virginia<br>Port Lavaca, TX 77979 | slang@portlavaca.org |

**NOTE:** All solicitation responses become the property of Entity after submission and will not be returned to the 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.

**17. 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.

**18. 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 responsible vendor who has adequate financial resources (or the ability to obtain such resources), can comply with the delivery requirements, and is a qualified and established firm regularly engaged in the type of business that provides the items listed herein; and
- b) Respondents must be financially solvent and adequately capitalized; and
- c) Respondent must be authorized to do business in the State of Texas.

## **19. Evaluation Criteria**

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

## **20. Specific Criteria**

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

- a) Price [50%]
- b) Experience [10%]
- c) Qualifications [20%]
- d) Acceptance of Requirements, Terms, and Conditions of the IFB [20%]

## **21. Other Information**

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

## **22. Initial Compliance Screening**

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

## **23. Additional Evaluation Criteria**

All solicitations will be evaluated based on Responsiveness and Price. Responsiveness means adhering to the Terms and Conditions and specifications of the supplies requested. If respondent(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 respondent.

**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.**

## **24. 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 five (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.

## **25. 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.

## **26. Conflicts**

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

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



**EXHIBIT A - Pricing Sheet**

**Pricing Sheet**

| Quantity | Description of Products/Services   | Cost per Unit (Ea.) | Extended Price |
|----------|--|---------------------|----------------|
| 14       | <b>National Institute of Justice (NIJ)<br/>Level III+ or IV compliant Shield</b> | \$                  |                |
| 1        | <b>Estimated Shipping</b>  | \$                  |                |
|          | <b>TOTAL ALL LINE ITEMS</b>  | \$                  | \$             |

**Minimum Specifications Required :**

1. National Institute of Justice (NIJ) Level III+ or IV compliant
2. Approximate size should be 36” Height X 26” Width
3. 100% boltless
4. V-Shape design
5. Ballistic Material/Hybrid Composite
6. Weight of the Shield not to Exceed 25lbs
7. With or without View Port
8. LED Light, minimum 900 lumens
9. Provide list of all ballistics testing

Please list any comments/deviation from recommended specifications:

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Manufacturer of Ballistic Shield in proposal: \_\_\_\_\_

Model of Ballistic Shield in proposal: \_\_\_\_\_

NIJ Rating of Ballistic Shield in proposal: \_\_\_\_\_

Estimated delivery date once awarded: \_\_\_\_\_

## 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.

| THRESHOLD   | PROVISION  | CITATION   | PROVISION APPLIES TO   |
|---|--|--|--|
| <p>&gt;\$250,000<br/>(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 <a href="#">41 U.S.C. 1908</a>, 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>Contractor RFP/IFB<br/>Contractor RFQ<br/>Subrecipients</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>Contractor RFP/IFB<br/>Contractor RFQ<br/>Subrecipients</p> |
| <p>None</p>   | <p>Equal Employment Opportunity. Except as otherwise provided under <a href="#">41 CFR Part 60</a>, all contracts that meet the definition of “federally assisted construction contract” in <a href="#">41 CFR Part 60-1.3</a> must include the equal opportunity clause provided under <a href="#">41 CFR 60-1.4(b)</a>, in accordance with Executive Order 11246, “Equal Employment Opportunity” (<a href="#">30 FR 12319, 12935, 3 CFR Part, 1964-1965</a> Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at <a href="#">41 CFR part 60</a>, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”</p> <p><a href="#">41 CFR 60-1.4</a> Equal opportunity clause.</p> <p>(b) Federally assisted construction contracts. (i) 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 <a href="#">41 CFR Chapter 60</a>, 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>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>The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.</p> <p>The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.</p> <p>The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.</p> <p>The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.</p> <p>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</p> | <p>2 CFR 200 APPENDIX II I and 41 CFR §60-1.4(b)</p> | <p>Contractor RFP/IFB<br/>Contractor RFQ<br/>Subrecipients</p> |

|  |  |                                  |   |
|--|--|----------------------------------|---|
|  | <p>invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.</p> <p>The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:</p> <p>Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.</p> <p>The [recipient] agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the recipienting agency in the discharge of the agency's primary responsibility for securing compliance.</p> <p>The recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the [recipient] agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.</p> |                                  |   |
| <p>&gt;\$10,000,000 for DHS but State Provision Applies at any amount and/or &gt;\$2,000 for CDBG/Braided Funds[1]</p> | <p>Davis-Bacon Act, as amended (<a href="#">40 U.S.C. 3141-3148</a>). 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 (<a href="#">40 U.S.C. 3141-3144</a>, and <a href="#">3146-3148</a>) as supplemented by Department of Labor regulations (<a href="#">29 CFR Part 5</a>, "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 (<a href="#">40 U.S.C. 3145</a>), as supplemented by Department of Labor regulations (<a href="#">29 CFR Part 3</a>, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.</p>   | <p>2 CFR 200 APPENDIX II (D)</p> | <p>Contractor RFP/IFB Subrecipients</p> |
| <p>&gt;\$100,000</p>   | <p>Contract Work Hours and Safety Standards Act (<a href="#">40 U.S.C. 3701-3708</a>). 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 <a href="#">40 U.S.C. 3702</a> and <a href="#">3704</a>, as supplemented by Department of Labor regulations (<a href="#">29 CFR Part 5</a>). Under <a href="#">40 U.S.C. 3702</a> 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 <a href="#">40 U.S.C. 3704</a> 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 I</p>   | <p>Contractor RFP/IFB Subrecipients</p> |

|            |  |   |  |
|------------|--|---|--|
| None       | Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under <a href="#">37 CFR § 401.2 (a)</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 <a href="#">37 CFR Part 401</a> , “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.  | 2 CFR 200 APPENDIX II (F)                     | Contractor<br>RFP/IFB<br>Contractor<br>RFQ<br>Subrecipients            |
| >\$150,000 | Clean Air Act ( <a href="#">42 U.S.C. 7401-7671q</a> .) and the Federal Water Pollution Control Act ( <a href="#">33 U.S.C. 1251-1387</a> ), 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 ( <a href="#">42 U.S.C. 7401-7671q</a> ) and the Federal Water Pollution Control Act as amended ( <a href="#">33 U.S.C. 1251-1387</a> ). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).  | 2 CFR 200 APPENDIX II (G)                     | Contractor<br>RFP/IFB<br>Contractor<br>RFQ<br>Subrecipients            |
| >\$25,000  | Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see <a href="#">2 CFR 180.220</a> ) 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 <a href="#">2 CFR 180</a> that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.  | 2 CFR 200 APPENDIX II (H)                     | Contractor<br>RFP/IFB<br>Contractor<br>RFQ<br>Subrecipients<br>Vendors |
| >\$100,000 | Byrd Anti-Lobbying Amendment ( <a href="#">31 U.S.C. 1352</a> ) – 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 <a href="#">31 U.S.C. 1352</a> . 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<br>RFP/IFB<br>Contractor<br>RFQ<br>Subrecipients            |
|            | See 2 CFR §200.323 - Procurement of Recovered Materials.   | 2 CFR 200 APPENDIX II (J)                     | Contractor<br>RFP/IFB<br>Contractor<br>RFQ<br>Subrecipients            |
|            | See 2 CFR §200.216 - Prohibition on certain telecommunications and video surveillance services or equipment  | 2 CFR 200 APPENDIX II (K)                     | Contractor<br>RFP/IFB<br>Contractor<br>RFQ<br>Subrecipients            |
|            | See 2 CFR §200.322 - Domestic Preferences for Procurements.  | 2 CFR 200 APPENDIX II (L)                     | Contractor<br>RFP/IFB<br>Contractor<br>RFQ<br>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<br>RFP/IFB<br>Contractor<br>RFQ<br>Subrecipients            |

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| 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<br>RFP/IFB<br>Contractor<br>RFQ<br>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<br>RFP/IFB<br>Contractor<br>RFQ<br>Subrecipients            |
| None | Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms.<br>(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.<br>(b) Affirmative steps must include:<br>(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;<br>(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;<br>(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;<br>(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;<br>(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<br>(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 | Contractor<br>RFP/IFB<br>Contractor<br>RFQ<br>Subrecipients            |
| None | Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. <b>All records related to DHS shall be maintained for 5 years per the DHS terms, conditions, and regulations.</b> The only exceptions are the following:<br>(a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. <b>All records related to DHS shall be maintained for 5 years per the DHS terms, conditions and regulations.</b><br>(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.<br>(c) Records for real property and equipment acquired with Federal funds must be retained for three years after final disposition. All records related to DHS shall be maintained for 5 years per the DHS terms and conditions and regulations.<br>(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 DHS shall be maintained for 5 years per the DHS terms and conditions and regulations. <b>All records related to DHS shall be maintained for 5 years per the DHS terms, conditions, and regulations.</b><br>(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.<br>(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).<br>(1) <i>If submitted for negotiation.</i> If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission. <b>All records related to DHS shall be maintained for 5 years per</b> | 2 CFR 200.334 | Contractor<br>RFP/IFB<br>Contractor<br>RFQ<br>Subrecipients<br>Vendors |

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|                                  | <p><b>the DHS terms, conditions, and regulations.</b> (2) <i>If not submitted for negotiation.</i> If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation. <b>All records related to DHS shall be maintained for 5 years per the DHS terms, conditions, and regulations.</b></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  | <p>Contractor RFP/IFB<br/>Contractor RFQ<br/>Subrecipients</p>             |
| >\$100,000                       | <p>PROVISION REQUIRED IN CONTRACT.<br/>(a) This section applies only to a contract that:</p> <ol style="list-style-type: none"> <li>(1) is between a governmental entity and a company with 10 or more full-time employees; and</li> <li>(2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.</li> </ol> <p>) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:</p> <ol style="list-style-type: none"> <li>(1) does not boycott Israel; and</li> <li>(2) will not boycott Israel during the term of the contract.</li> </ol> | Texas Government Code 2271  | <p>Contractor RFP/IFB<br/>Contractor RFQ<br/>Subrecipients<br/>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>   | 42 U.S.C. 6201  | <p>Contractor RFP/IFB<br/>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>  | Section 504 of the Rehabilitation Act of 1973, as amended.  | <p>Subrecipients</p>   |
| DHS Terms, Conditions, & Records | <p>Use of Funds.<br/>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.<br/>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>  | 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>Subrecipients</p>   |

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| DHS Terms, Conditions, & Records | 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.   | 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  |
| DHS Terms, Conditions, & Records | Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to 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  |
| DHS Terms, Conditions, & Records | Maintenance of and Access to Records<br>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.<br>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.<br>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.   | 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<br>RFP/IFB<br>Contractor<br>RFQ<br>Subrecipients<br>Vendors |
| DHS 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  |
| DHS Terms, Conditions, & Records | Administrative Costs. Recipients 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  |
| DHS Terms, Conditions, & Records | Cost Sharing. Cost sharing or matching funds are not required to be provided by the 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  |
| DHS Terms, Conditions, & Records | Conflicts of Interest.<br>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. Recipients and subrecipients must disclose in writing to the 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<br>RFP/IFB<br>Contractor<br>RFQ<br>Subrecipients<br>Vendors |
| DHS Terms, Conditions, & Records | Compliance with Applicable Law and Regulations.<br>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.<br>b. Federal regulations applicable to this award include, without limitation, the following:<br>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 | 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<br>RFP/IFB<br>Contractor<br>RFQ<br>Subrecipients<br>Vendors |

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|   | <ul style="list-style-type: none"> <li>- Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.</li> <li>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.</li> <li>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.</li> <li>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.</li> <li>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.</li> <li>vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20. <b>(Subrecipient Only)</b></li> <li>vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.</li> <li>viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.</li> <li>ix. Generally applicable federal environmental laws and regulations.</li> </ul> <p>c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:</p> <ul style="list-style-type: none"> <li>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;</li> <li>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;</li> <li>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;</li> <li>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</li> <li>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.</li> </ul> |   |  |
| <p>DHS Terms, Conditions, &amp; Records</p> | <p>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.</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>DHS Terms, Conditions, &amp; Records</p> | <p>Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.</p>  | <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>DHS Terms, Conditions, &amp; Records</p> | <p>False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.</p>  | <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<br/>Contractor RFQ<br/>Subrecipients<br/>Vendors</p> |
| <p>DHS Terms, Conditions, &amp; Records</p> | <p>Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."</p>  | <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>   |



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| <p>DHS Terms, Conditions, &amp; 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>DHS Terms, Conditions, &amp; 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>DHS Terms, Conditions, &amp; 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"> <li>i. A member of Congress or a representative of a committee of Congress;</li> <li>ii. An Inspector General;</li> <li>iii. The Government Accountability Office;</li> <li>iv. A Treasury employee responsible for contract or grant oversight or management;</li> <li>v. An authorized official of the Department of Justice or other law enforcement agency;</li> <li>vi. A court or grand jury; or</li> <li>vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.</li> </ol> <p>c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.</p> | <p>Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603 (c) as applicable</p> | <p>Contractor RFP/IFB<br/>Contractor RFQ<br/>Subrecipients<br/>Vendors</p> |
| <p>DHS Terms, Conditions, &amp; 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<br/>Contractor RFQ<br/>Subrecipients<br/>Vendors</p> |
| <p>DHS Terms, Conditions, &amp; 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<br/>Contractor RFQ<br/>Subrecipients<br/>Vendors</p> |

**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(s) OR Provide Certification Form Below**  
*(Actual SAM's record/registration must be provided prior to award )*

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

**FEDERAL DEBARMENT/SUSPENSION STATUS CERTIFICATION**

**COMPANY/ENTITY NAME:**

**CONTACT NAME:**

**CONTACT EMAIL & PHONE:**

**Applicable Regulations:**

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

**Also, Federal Executive Order (E.O.) 12549:** *“Debarment”* requires that contractors, beneficiaries or subrecipient organizations and their principals – who are receiving awards, using federal funds, are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify you from receiving or retaining funds. Information on debarment is available at the following website: [www.sam.gov](http://www.sam.gov)

**Be advised that we may pursue available remedies per 2 CFR 180.360 as an DHS Recipient entity:** *“If a Federal agency later determines that you failed to tell the [awarding agency] that you were excluded or disqualified at the time you entered into the covered transaction with that person/[awarding agency], the agency may pursue any available remedies, including suspension and debarment.”*

**(Initial)**

**Certification & Signature**

**We hereby certify that we are not excluded, disqualified or debarred from receiving federally-funded awards.**

**We hereby confirm that if that status should change within the course of this agreement, we will provide notification immediately. Failure to do so may result in the termination of this agreement and/or the repayment of funds.**

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

\_\_\_\_\_  
Signature

**Date:**

**Printed Name & Title:**

# EXHIBIT E - Conflict of Interest Questionnaire – Form CIQ

| <b>CONFLICT OF INTEREST QUESTIONNAIRE</b><br>For vendor doing business with local governmental entity  |   | <b>FORM CIQ</b> |
|--|---|-----------------|
| <p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p> | <b>OFFICE USE ONLY</b><br><hr/> Date Received   |                 |
| <b>1</b> Name of vendor who has a business relationship with local governmental entity.  |   |                 |
| <b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)   |   |                 |
| <b>3</b> Name of local government officer about whom the information is being disclosed.   | <hr style="width: 80%; margin: 0 auto;"/> Name of Officer   |                 |
| <b>4</b> Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.   |   |                 |
| <p style="text-align: center;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No                 </p> <p style="text-align: center;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No                 </p>   |   |                 |
| <b>5</b> Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.  |   |                 |
| <b>6</b> <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).   |   |                 |
| <b>7</b>   | <hr style="width: 40%; margin: 0 auto;"/> Signature of vendor doing business with the governmental entity |                 |
|  | <hr style="width: 40%; margin: 0 auto;"/> Date  |                 |

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

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

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

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

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

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

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(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)

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

## 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.<br>Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.   |  | <b>OFFICE USE ONLY</b>                |              |
| 1 Name of business entity filing form, and the city, state and country of the business entity's place of business.  |  |                                       |              |
| 2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.  |  |                                       |              |
| 3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract. |  |                                       |              |
| 4   |  | Nature of Interest (check applicable) |              |
| Name of Interested Party  | City, State, Country (place of business) | 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 _____<br>(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)  |  |                                       |              |
| _____<br>Signature of authorized agent of contracting business entity<br>(Declarant)  |  |                                       |              |
| <b>ADD ADDITIONAL PAGES AS NECESSARY</b>  |  |                                       |              |



**EXHIBIT I - Other Locally Required Forms**

All the required exhibits must be completed and returned along with all attachments and any other information they you feel would be of benefit to your proposal.

**PROPOSAL DOCUMENT**

Having carefully examined the Invitation for Bid (IFB) Notice, General Terms, and Conditions, and Specifications, the undersigned Respondent's Agent hereby proposes and agrees to furnish goods/services in strict compliance with the terms, conditions, and specifications at the prices quoted. The Respondent affirms that, to the best of his knowledge, the proposal has been arrived at independently and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give them an unfair advantage over other Respondents in the award of this IFB.

**EXCEPTION FORM (If any)**

Please provide any special notes or exceptions to the terms, conditions, or specifications:

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**Respondent will comply with all terms and conditions of this IFB.**

Company Name: \_\_\_\_\_

Name of Authorized Representative: \_\_\_\_\_

Title of Authorized Representative: \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_