

ARPA Request for Proposal (RFP) - General Purchases

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

Cover Letter

May 12th 2022

Re: American Rescue Plan Act (ARPA)

Dear Vendors:

Attached is a copy of Bee County's Request for Proposal ("RFP") for the purchase of 1 crew cab 4x4 automatic diesel truck equipped per attached specifications. This item is being solicited to assist the Bee County in completing and implementing programs and/or projects funded with its allocation of American Rescue Plan Act (ARPA) funds. Bee County has received an allocation of ARPA and desires to solicit bids for its programs and projects.

One contract will be awarded as a result of this solicitation.

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

April Cantu, County Auditor

111 S. St. Mary's Suite 101, Beeville, TX 78102-5619

Email to: grant.admin@beecounty.texas.gov and angela.leach@grantworks.net

The deadline for submission of sealed bids in response to this RFP is May 31st 2022 at 2:00 pm. Bids will be opened on 5/31/22 at 2:15 pm. It is the responsibility of the submitting entity to ensure that the RFP is received in a timely manner. **Bids 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. Bee County reserves the right to negotiate with any and all service providers submitting timely RFPs.

Bee 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,

April Cantu, County Auditor

RFP 21/22-003

Bee County - Request for Proposal (RFP) for the purchase of 1 crew cab 4x4 automatic diesel truck equipped per attached specifications

American Rescue Plan Act Project 2204

Due Date: 5/31/22

Due Time: 2:00 pm

Opening Date: 5/31/22

Opening Time: 2:15 pm

**Opening Place: Bee County Auditor's Office
111 S St. Mary's, Suite 101
Beeville, TX 78102-**

**Contact: April A. Cantu
111 S St. Mary's, Suite 101
Beeville, TX 78102-5619**

NOTICE TO BIDDERS

Sealed bids for the **purchase of 1 crew cab 4x4 automatic diesel truck equipped per attached specifications** will be received until **2:00 PM**. Central Standard Time on **5/31/22** at the Bee County Auditor's Office 111 S. St. Mary's, Suite 101 Beeville, TX 78102-5619.

All sealed bids shall be submitted including one (1) marked original, (3) copies, and one (1) electronic copy on a USB with the original forms clearly marked with bid number **RFP 21/22-003** and **purchase of 1 crew cab 4x4 automatic diesel truck**.

The bids will be opened and publicly read in the county auditor's office immediately after the closing hour for the bids on said date.

No late bids will be considered

Bid documents may be downloaded from the Bee County Website, <https://www.co.bee.tx.us>, under Quicklinks, RFQ RFP, or may be obtained without deposit from **111 S. St. Mary's, Suite 101, Beeville, TX 78102-5619.**

The **County** reserves the right to reject any and/or all bids, to waive any and all technicalities and to accept any bid or part thereof, which in the opinion of the County, is most advantageous to the **County**. In case of ambiguity or lack of clearness in stating the prices in the bid, the **County** reserves the right to consider the most advantageous bid thereof or to reject the bid.

BID WITHDRAWAL: No Bid shall be withdrawn for a period of **60** days after the opening of the Bids without the consent of OWNER.

BID FORM

**RFP #21/22-003 for the purchase of 1 crew cab 4x4 automatic diesel truck equipped per
attached specifications
American Rescue Plan Act Project 2204**

ITEM

1 crew cab 4x4 automatic diesel truck equipped per attached specifications

Make and Model _____

Lump Sum Amount \$ _____

Written

List any manufacturer or mechanical warranty:

Delivery in 30 Days ARO.

The undersigned agrees that the amounts bid in this proposal will not be withdrawn or modified for sixty (60) days following date of bid opening.

It is understood that the Owner reserves the right to reject any and all bids

The undersigned certifies that the bid prices contained in this proposal have been carefully checked and are submitted as correct and final.

Date _____

Signed _____

Printed _____

Title _____

Company _____

Address _____

Email Address _____

Witness _____

SEAL (If Bidder is a Corporation)

Acknowledge receipt of Addenda Below:

Addendum No. 1. _____ 2. _____ 3. _____ 4. _____ 5. _____

INFORMATION AND COMPLIANCE:

Posting of Invitation to Bid Opening:

1. The County provides solicitation packages containing various documents that require completion by the offeror. This information must be completed prior to the date and time set for the bid opening and shall be included with the returned solicitation documents in order to be considered a responsive Offer.
2. Bids are to be prepared and submitted in accordance with the provisions herein. Failure to do so may result in rejection of the bid. Bids must be prepared and submitted only on the forms provided within the solicitation package. Where a signature is required, an authorized representative of the bidder must do so. Evidence as to such authority may be required.
3. If required by the solicitation documents, bid security shall be submitted with the offer. Any response submitted without the required bond, payment bond, or cashiers/certified check, shall be considered non-responsive and shall not be considered for award. Performance and/or payment bonds, when required shall be submitted to the City/County, prior to commencement of any work pursuant to the contracting requirements and process.
4. Solicitation packages are typically provided at no cost. If a fee is to be charged it will be so stated in the Invitation to Bidders.
5. The County will not be liable for any costs associated with the preparation, transmittal or presentation of any solicitation submission or materials submitted in response to any solicitation.
6. The primary way to obtain solicitation documents is by downloading them from the County's website: <https://www.co.bee.tx.us> under Quicklinks, RFQ/RFP.
 - 6.1 Bidders are solely responsible for obtaining all bid Documents, including forms, clarifications, drawings, and Addenda. Bidders are solely responsible for checking Vendor Registry while the bid is active for clarifications, supplemental instructions, forms and/or addenda regardless of how the bid documents are obtained. The County will ONLY publish this information on Vendor Registry and their website and will not be responsible for a bidder's failure to obtain or include additional information provided on website.

6.2 If a prospective bidder is unable to download the solicitation documents these documents are available by contacting the

Bee County Auditor's Office
361-621-1551
111 S St. Mary's, Suite 101
Beeville, TX 78102-5619

7. All bid forms must be completed in ink, or typewritten. Bidders may not change any of the documents provided within the bid. Any change made may result in rejection of the bid and will not be binding upon the County.

If a bidder either electronically scans, re-types or in some other way reproduces the County's published solicitation package, then in the event of a conflict between the terms and provisions of the County's published bid specifications, or any portion thereof, and the terms and provisions of the offer, the County's bid specifications as published shall control. Furthermore, if an alteration of any kind to the County's published bid specifications is only discovered after the contract is executed and is or is not being performed, the contract is subject to immediate cancellation.

**BIDDERS ARE SOLELY RESPONSIBLE FOR OBTAINING ALL BID DOCUMENTS,
INCLUDING CLARIFICATIONS AND ADDENDA**

8. References made to a specific manufacturer or trade name in this solicitation is intended to be descriptive and not restrictive and to establish a desired quality level of merchandise or to meet a pre-established standard because of existing like items that have been previously deemed satisfactory by the County. Alternate product(s) bid from those specified in this solicitation must include a detailed explanation and documentation to support how the alternate items proposed by the bidder can perform as well as or better than those specified. If no alternate is proposed, and accepted by the County, the Bidder will be required to provide the specific item(s) described in the specifications. No substitution of items will be allowed except as otherwise noted within the specifications.

Acceptable documentation to support proposed alternate items may include, but is not limited to:

- Product identification, including manufacturer's name and address
- Manufacturer's literature identifying the product including a detailed description, reference standards, performance and test data
- Samples, as applicable
- Contact information of similar applications where proposed product(s) has been used, date of product usage.

- Itemized comparison of proposed alternate item with product or service specified, listing significant variations.

Bidder further warrants and represents that in making a formal request for substitution by alternate items that:

- Proposed alternate item(s) is equivalent or superior in all respects to the product specified, and
 - The same warranties and guarantees will be provided for the alternate item as for the product specified.
 - Bidder is solely responsible to provide all pertinent product data with the offer.
9. Where offers for equipment or other goods that are subject to manufacturer warranties that require sale or installation by authorized dealers or distributors are made, Bidder must be the manufacturer or an authorized dealer/distributor of the proposed manufacturer and must be capable of providing genuine parts, assemblies and/or accessories as supplied by the manufacturer. Furthermore, Bidder must be capable of furnishing original product warranty and manufacturers related services such as product information, product recall notices, etc. Certification of licensing demonstrating bidder is an authorized dealer/distributor is to be provided by bidder when this requirement is applicable.
 10. **Bee County** encourages the use of products made of recycled materials to the extent that doing so does not reduce or impair the quality of the item(s) and it is economically feasible. The **County** will be the sole judge in determining product selection and suitability.
 11. **Bee County** shall not provide any interpretation of the meaning of plans, specification, or other pre bid documents to any prospective bidder orally. Such communication must be in writing.
 12. Questions or requests for additional information are to be submitted to the grant administrator at angela.leach@grantworks.net. NO requests or questions are to be asked directly of program staff outside of pre-bid conferences. If a Staff or **Commissioners Court** member is contacted by a potential bidder, the person contacted must politely decline to discuss the procurement and forward the inquiry to the Purchasing Division. Likewise, a bidder that contacts someone other than authorized Purchasing Staff in regard to a solicitation may be disqualified.

While the grant administrator may not be able to answer all of the technical questions asked by potential bidders, they will ensure that the information is provided to all potential bidders in such a way as to promote fair and equal competition.

13. All bidders must familiarize themselves with the locations for contract performance as required by the solicitation documents so as to take into account any and all relevant conditions when preparing the offer. Successful bidder will not be paid additional compensation due to failure to account for conditions that may be observed by a site visit.

Worksites shall be made accessible to the public during normal business hours. However, appointments for site visits are preferred.

14. All bidders shall carefully examine all solicitation documents before completing and submitting a bid in addition to inspecting the work site and being familiar with any condition at the site that may affect the Work.

15. A successful bidder that is awarded a contract is solely responsible for any and all cost arising from (i) failure to comply with the requirements of the bid documents including without limitation, the requirement to inspect the bid documents and the work site, and (ii) failure to include any costs or expense attributable to site conditions that could have reasonably been discovered through a site inspection or examination of the bid documents.

16. Bidders must indicate any variance, no matter how slight, in the specification comments, on the proposal page, or pages attached thereto with the exact nature of the variance outlined in sufficient detail. If the variance information is not stated, or referenced as required, it will be assumed that the product or service complies with the County terms, conditions and specifications.

The County does not necessarily accept any variance or exception contained in a bid by receiving the bid. Any variance or exception proposed is subject to review and approval by the County. Any material variance that, in the sole opinion of the County, makes the bid conditional in nature may result in the entire bid being rejected in whole or in part.

17. Pricing is to include any freight, handling, or other fees associated with the goods or services. No additional costs will be allowed if not specified in this proposal. Only sales taxes are to be excluded.
18. Quantities shown in the solicitation documents represent estimated usage for the contract term and as such are for solicitation purposes only. The County reserves the right to increase or decrease quantities ordered. Nothing herein will be construed as intent on the part of the County to procure any goods or services beyond those determined by the County to be necessary to meet its needs. The County will only be obligated to pay for such quantity actually received and accepted as satisfactory and upon receipt of an itemized, correct invoice.

INFORMATION AND COMPLIANCE

Receiving Bids

1. A bid shall be submitted to the **County** at:

Bee County Auditor's Office

Attn: April Cantu, RFP #21/22-003

111 S. St. Mary's, Suite 101

Beeville, TX 78102-5619

Additionally, please submit one digital copy to both of these email addresses:
grant.admin@beecounty.texas.gov and angela.leach@grantworks.net

2. No oral, telegraphic, telephonic, or facsimile submittals will be considered or accepted.
3. One copy marked as "ORIGINAL" (3) copies, and one electronic copy shall be submitted.
4. The time clock/stamp used by the **County** Auditor's Office shall be the official time of receipt for responses submitted in hard copy paper form. All late submittals (received after the deadline posted) shall be considered void and unacceptable. Absolutely NO late submittals will be considered.
5. In case of inclement weather or any other unforeseen event causing the **County** to close for business on the date of a solicitation submission deadline, the solicitation closing will automatically be postponed until the next business day that the **County** is open.

If inclement weather conditions or any other unforeseen event causes delays in carrier service operations, the **County** may issue an addendum to extend the deadline. It will be the responsibility of the vendor to notify the **County** of their interest in the project if these conditions are impacting their ability to turn in a submission within the stated deadline. The **County** reserves the right to make the final judgment call to extend any deadline.

6. Each Bidder is solely and completely responsible for delivery of its Bid to the designated delivery location before the date and time established for the Bid opening.

Any bid that is not delivered prior to the date and time established for the Bid opening, including Bids mistakenly delivered to other offices, will not be accepted. The **County** is under no obligation to ensure that misdirected bids are delivered to the designated delivery location prior to Bid opening. This article also applies to Bids sent via U.S. Postal Service or any messenger or courier.

Bid Opening to Contract Execution

1. Bids will be opened and publicly read immediately following the deadline for submission has passed. The public posting of the tabulation, and the apparent low

bidder are neither final nor binding. All bids and bid documents are subject to review by Staff in determining responsiveness and responsibility. Bid tabulations are public information and are available-through an open records request submitted in the County Judges office.

2. Unless a bid is expressly rejected by the County, all bids will remain in effect for sixty (60) days subsequent to bid opening. Bidder may not withdraw or cancel or modify bid for a period of sixty (60) days after the advertised closing time for receipt of bids. The County reserves the right to reject any bid where a modification of its proposal materially affecting the bid prior to the sixty (60) day period occurs.

The County may request that a bidder extend the effective period of their bid. Such a request will be made in writing and will require the bidder's written consent to the extension.

4. The County will not accept conditional bids or unbalanced bids that, in the sole discretion and authority of the County, is determined to be materially unbalanced
5. The Purchasing Division **reserves the right to make corrections to bids for any clerical error apparent on the face of the bid.** This includes but is not limited to obviously incorrect units or misplaced decimal points, or arithmetic errors. In the event that comparison of the Bidder's "Unit Price" and "Total Price" submitted for any line item reveals a calculation error, the "Unit Price" shall prevail.
6. The Purchasing Division shall make the determination of responsibility of each bidder. A bidder may be requested to submit such additional information pertaining to responsibility as the Purchasing Official deems necessary. Failure to comply with such a request will result in a finding of non-responsibility and rejection of the bid.
7. The County reserves the right to reject any or all solicitation submissions without cause prior to award, to waive formalities, or to proceed otherwise when in the best interest of the County.
8. If Bidder is required to make a certification pursuant to Section 2270.002 of the Texas Government Code, Bidder certifies that Bidder does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. If Respondent does not make that certification, Respondent must indicate that in its Response and state why the certification is not required.
9. The County reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the County that Bidder is properly qualified to carry out the obligations of the contract and to complete the work

contemplated therein.

10. In the event of tie bids, preference will be given to the Bidder that offers the best value to the County in accordance with the specifications and State Law.

11. Method of award

Contract will be awarded to the lowest responsible bidder or to the bidder who provides the goods or services specified herein at the best value for the County in compliance with Texas Local Government Code, Section §252.043. The County Reserves the right to select the method in the best interest of the County, as determined by the Purchasing Manager.

Best value criteria includes, but may not be limited to:

- All costs including installation, warranty, maintenance, overall lifecycle;
- Quality of the goods or services;
- Reputation of the bidder or bidder's goods and services;
- Extent to which the goods or services meet the County's needs;
- The bidders' past relationship with the municipality;
- The impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
- Any relevant criteria specifically listed in the request for bids or proposals

The County reserves the right to accept any item or group of items on this bid, unless the bidder qualifies their bid by specific limitations.

12. Contract Award, Term, Contract Amount

As a result of this RFP, The County reserves the right to award one Firm Fixed Price Contract. Interested parties may submit request for proposal by Enter Month/Date/Year. Questions are due for this RFP by Enter Month/Date/Year.

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.

13. 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

14. 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 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))
- Compliance with ARPA terms and conditions

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

The undersigned certifies by initialing: *Initials*

1. To comply with all instructions, provision of required documents, specifications _____
2. That they have not conspired with any other potential supplier or person Or official in any manner to attempt to control competitive pricing _____
3. That they are duly qualified, capable and bondable business entity not in receivership or contemplating same, and has not filed for bankruptcy _____
4. Affirms that they will not discriminate against any employee or applicant as prohibited by law Failure to comply may result in termination of contract. _____
5. Bidder has read and understands the General Terms and Conditions for Bidding and Contracts. _____

Authorized Signature: _____ (same as initials, above)

Printed Name: _____

Date: _____

SCOPE OF WORK AND DETAILED SPECIFICATIONS

SEALED BID #21/22-003- DESCRIPTION - PURCHASE of 1 crew cab 4x4 automatic diesel truck equipped per attached specifications AMERICAN RESCUE PLAN ACT PROJECT 2204

1. Bee County is seeking competitive bids for 1 crew cab 4x4 automatic diesel truck equipped per attached specifications Truck should be outfitted with all specified equipment upon delivery. All materials and parts shall be new and unused. Work to be performed by industry standards and follow all federal, state and local regulatory codes.
2. All material, parts, equipment, labor and supervision costs to complete the work as specified are to be included in the Bid price proposed.
3. All Bids F.O.B. destination, transportation charges born by bidder unless otherwise noted.
4. Contractor is solely responsible for the storage and protection of all project related materials, tools and equipment and supplies from receipt through the proper installation and acceptance by the County.
5. Contractor is responsible to perform visual inspection of all materials to remedy any potential damage that may have occurred during shipment and to ensure that all items are suitable for use as specified.
6. Bidder must be registered in the System for Award Management (SAM) and is not debarred or suspended from the Excluded Parties List (EPLS). SAM will be checked on receipt of bids, if vendor is not registered with SAM.gov the bid will not be considered.

SPECIFICATIONS:

Crew cab 4x4 truck with the following options and equipment installed.	
	Diesel engine
	Automatic Transmission
	Color Silver
	Back up Alarm
	115V A/C plug
	Tow mirrors
	Skid plate
	Anti Spin Axle
	Cloth Seat
	Brake Controller
	Aux Switches
	Driver Lumbar Support
	Rubber Floor Mats
	2 Additional keys
Add ons:	
ARE DCU MAX CAMPER TOP (color matched) WITH POWER LOCKS	Height: 23" Color: White Interior: No Skin Window Rear Door: 1/2 Rear Door Driver Side Options: Full Length Door Passenger Side Options: Full Length Door Driver Side Toolbox: Standard Toolbox (Steel) Driver Side Toolbox Shelving: 1 Rope Light Option: Driver Side Single Door Rope Light and Auxiliary Rope Light Rope Light Option: Passenger Side Single Door Rope Light and Auxiliary Rope Light Rope Light Option: Rear Door Rope Light Driver Side Door Lock Passenger Side Door Lock Rear Door Lock: Backup Camera: Backup Camera with Truck Wiring Harness (will utilize trucks screen)
SLIDEMASTER 2500LB BED SLIDE	100% EXTENSION IMS SPRING LOCK 72" X 48" FSV CUSTOM BED SLIDE FABRICATION SMALL REAR COMMAND CONSOLE FOR RADIO HEAD
2 SLIDE OUT WHITE BOARDS LI TYPE STORAGE AREA	Water Fire Extinguisher with Heavy Duty Vehicle Bracket GIANDEL PURE SIN WAVE POWER INVERTER, 3000w WITH LCD DISPLAY AND REMOTE CONTROL. 2x USB, 4x AC -110 & 12 VOLT OUTLET AT REAR OF SLIDE OUT NEAR COMMAND CONSOLE Kobalt 4-Outlet 2-USB Ports Blue Power Strip -DRIVERS SIDE TOOL BOX

	WESTIN HDX GRILLE GUARD 2021+ RAM 2500 2" RECEIVER IS ONLY WESTIN SIDE STEPS CREW CAB RAM 2500 PLASTIX PLUS CONSOLE
VEHICLE GRAPHICS	Intrinsically Safe Permissible Dual-Light™ Angle Light Rechargeable - Red
DYN-DUO HALLIGAN AND AXE TOOL SET	
PAC IRONSLOK BRACKET FOR HALLIGAN AND AXE	
Emergency Equipment:	NOTE: ALL WARNING LIGHTS SHOULD HAVE WHITE OVERRIDE IN TAKEDOWN & SCREENMODE
	54" LIGHTBAR SMOKED LENSES Roof Top Lightbar (RED,WHITE BLUE)
	Control Head (Siren & Lighting)
	Siren Speaker 100w
BLUE/WHITE	
	(2)FENDER CENTERED OVER TIRE
	(1) GRILL GUARD FORWARD FACING
RED/WHITE	
	(2) FENDER CENTERED OVER TIRE
	(1) GRILL GUARD FORWARD FACING
Under the Tail Gate	SUPER-LED RED/BLUE
Over Rear Camper Shell	(2)REVERSE LIGHTS DUO COLOR Traffic Advisor R/R/R/R/B/B/B/B
WITH AMBER	
Center Roof Top of Camper Shell	Green LED COMMAND LIGHT, Flat Mount
SPOT/FLOOD COMBINATION LIGHT OR FLOODLIGHT	
	RED AND BLUE WITH WHITE STEADY OVER-RIDE Under Cab Lighting (Both Sides)

REQUIRED CONTRACTOR INSURANCE: Successful CONTRACTOR shall provide a certificate of insurance executed by an insurance company authorized to do business in Texas. CONTRACTOR shall obtain insurance as detailed. Each policy obtained by the CONTRACTOR for work with this contract, with exception of the Worker's Compensation policy, shall name the **County** as an additional insured, and shall contain waiver of subrogation in favor of **the County** and also give a 30 day cancellation notice. The coverage and amounts designated are minimum requirements and do not establish limits of the contractor's liability. Additional coverage may be provided at the CONTRACTOR'S option and expense. Insurance must include:

General Liability:

Commercial General Liability

General Aggregate \$2,000,000.00

Products-Completed Operations Aggregate: \$2,000,000.00

Personal Injury \$1,000,000.00

Each Occurrence \$1,000,000.00

Automobile Liability:

Combined Single Limit \$1,000,000.00

Excess Liability:

Umbrella

Each Occurrence \$2,000,000.00

Each Aggregate \$1,000,000.00

Worker's Compensation and Employer Liability:

In form and quantities as required by State of Texas

Contractor Experience

Bidder to include resources and qualifications confirming the ability to perform scope of services. Provide references of two (2) similar projects completed in the last five (5) years. Include a brief description of each project and the name, phone number and email of contact.

Rating Sheet

Grant Recipient _____
 Name of Respondent _____
 Evaluator's Name _____

Program(s) ARP Act _____
 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.

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

Comments

	<u>Factor</u>	<u>Max.Pts</u>		<u>Score</u>	
1	Price	70			
2	Experience	15			
3	Past Performance	15			
4	Capacity to Perform	15			
	Total	100			

County FORMS

RESPONSIVE BIDDER CHECKLIST AS APPLICABLE

The following documents must be included in your bid to be considered responsive:

- () Respondent Affidavit **(REQUIRED)**
- () Protection of Resident Workers **(REQUIRED)**
- () Indemnity Hold Harmless Agreement **(REQUIRED)**
- () Non-collusion Affidavit of Prime Bidder **(REQUIRED)**
- () Conflict of Interest Questionnaire **(REQUIRED)**
- () House Bid 89 Verification Form **(REQUIRED)**
- () Reference Form **(REQUIRED)**
- () Form 1295 **(REQUIRED UPON AWARD)**
- () Experience and Staffing **(REQUIRED)**
- () Bid Form **(REQUIRED)**
- () SAMS Registration **(REQUIRED)**

Bee County
RESPONDENT AFFIDAVIT

The foregoing prices shall include all labor, materials, equipment, removal, overhead, profit, freight, insurance, etc., to cover the finished work specified in this bid.

All items bid and installed under this procurement must be new and unused and in undamaged condition.

The County is tax exempt and no taxes shall be included in the pricing of this solicitation.

Respondent understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the solicitation.

The respondent agrees that this solicitation shall be good and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving submittals.

The undersigned affirms they are duly authorized to represent this firm, that this proposal has not been prepared in collusion with any other firm, and that the contents contained herein have not been communicated to any other firm prior to the official opening.

Respectfully submitted:

Business Name:

Address:

Printed Name:

Authorized Signature:

Date:

Bee County

PROTECTION OF RESIDENT WORKERS COMPLIANCE

The County actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S.

The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9).

The Contractor shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment.

Business Name:

Address:

Printed Name:

Authorized Signature:

Date:

Bee County
INDEMNITY HOLD HARMLESS AGREEMENT

To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless the City/County, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, including claims of patent or copyright infringement, damages, losses, expenses, including but not limited to, attorney's fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expenses, related to, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work, services and/or products provided in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by or working as an independent contractor for Contractor or said Subcontractors or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees or independent contractors.

The Contractor expressly understands and agrees that any insurance policies required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County, its Court members, officers, agents and employees and herein provided.

Business Name:

Address:

Printed Name:

Authorized Signature:

Date:

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of Texas)

County of)

_____, being first duly sworn, deposes and says that:

(1) He/She is of _____, the Bidder that has submitted the attached Bid;

(2) He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the (Local Public Agency) or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

Title _____

State of Texas County of _____

This instrument was acknowledged before me on _____ (date) by _____

(name of person or persons acknowledging).

(seal)

Notary Public Signature

Insert Certificate of Insurance

**Insert System for Award Management (SAM) record
search for company name and company principal**

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

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).

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.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ 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.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

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?

☐ Yes

☐ No

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?

☐ Yes

☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ 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).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

(2) the vendor:

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

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

or

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

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

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

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

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

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

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFQ) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFQ-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing 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)

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

(To be completed by awarded vendor)

CERTIFICATE OF INTERESTED PARTIES		FORM 1295	
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE USE ONLY	
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.		Must file online at www.ethics.state.tx.us/File	
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.			
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.			
4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		<input type="checkbox"/> Controlling	<input type="checkbox"/> Intermediary
5 Check only if there is NO Interested Party. <div style="float: right; margin-top: 10px;"> <input type="checkbox"/> </div>			
6 UNSWORN DECLARATION My name is _____, and my date of birth is _____. My address _____ <div style="display: flex; justify-content: space-between; font-size: 0.8em;"> (street) (city) (state) (zip code) (country) </div> I declare under penalty of perjury that the foregoing is true and correct. Executed in _____ County, State of _____, on the _____ day of _____, 20____. <div style="display: flex; justify-content: flex-end; font-size: 0.8em;"> (month) (year) </div>			
_____ Signature of authorized agent of contracting business entity (Declarant)			

EXHIBIT A

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

Lump Sum

COST OF SERVICES

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

LUMP SUM PRICE: \$ _____

or

Pricing Sheet

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

EXHIBIT B**REQUIRED 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 March 28, 2022.

All Contracts

THRESHOLD	PROVISION	CITATION
>\$250,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by <u>41 U.S.C. 1908</u> , must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.	2 CFR 200 APPENDIX II (A)
>\$10,000	All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.	2 CFR 200 APPENDIX II (B)
None	<p>Equal Employment Opportunity. Except as otherwise provided under <u>41 CFR Part 60</u>, all contracts that meet the definition of "federally assisted construction contract" in <u>41 CFR Part 60-1.3</u> must include the equal opportunity clause provided under <u>41 CFR 60-1.4(b)</u>, in accordance with Executive Order 11246, "Equal Employment Opportunity" (<u>30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339</u>), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at <u>41 CFR part 60</u>, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."</p> <p>41 CFR 60-1.4 Equal opportunity clause.</p> <p>(b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:</p> <p>The [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:</p>	2 CFR 200 APPENDIX II I and 41 CFR §60-1.4(b)

	<p>During the performance of this contract, the contractor agrees as follows:</p> <p>(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:</p> <p>Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.</p> <p>(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.</p> <p>(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.</p> <p>(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.</p> <p>(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.</p> <p>(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.</p> <p>(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or</p>	
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	<p>suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.</p> <p>(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:</p> <p>Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.</p> <p>The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.</p> <p>The recipient] agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the recipient34ring 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]</p>	
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	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.	
>\$10,000,000 for ARPA but State Provision Applies at any amount.	Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$10,000,00 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.	2 CFR 200 APPENDIX II (D)
>\$100,000	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.	2 CFR 200 APPENDIX II I
None	Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of	2 CFR 200 APPENDIX II (F)

	parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of <u>37 CFR Part 401</u> , "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.	
>\$150,000	Clean Air Act (<u>42 U.S.C. 7401-7671q</u> .) and the Federal Water Pollution Control Act (<u>33 U.S.C. 1251-1387</u>), 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 (<u>42 U.S.C. 7401-7671q</u>) and the Federal Water Pollution Control Act as amended (<u>33 U.S.C. 1251-1387</u>). 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)
>\$25,000	Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see <u>2 CFR 180.220</u>) 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 <u>2 CFR 180</u> 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)
>\$100,000	Byrd Anti-Lobbying Amendment (<u>31 U.S.C. 1352</u>) – 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 <u>31 U.S.C. 1352</u> . 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
	See 2 CFR §200.323.	2 CFR 200 APPENDIX II (J)
	See 2 CFR §200.216.	2 CFR 200 APPENDIX II (K)
	See 2 CFR §200.322.	2 CFR 200 APPENDIX II (L)
>\$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. ⁵⁶ Applicable NFEs must include a contract provision requiring compliance with this	2 CFR 200.323

	<p>requirement.⁵⁷ 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 \$10,000.⁵⁸ Indian Tribal Governments and nonprofit organizations are not required to comply with this provision. Additional requirements are listed below.</p>	
None	<p>Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY2019 NDAA) and 2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), prohibit the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their contractors and subcontractors, may not obligate or expend any FEMA award funds to:</p> <p>a. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;</p> <p>b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or</p> <p>c. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.</p>	2 CFR 200.216
None	<p>As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:</p> <p>(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.</p> <p>(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.</p>	<p>2 CFR 200.322(a)(b)(1)</p> <p>(2)</p>
None	<p>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.</p>	2 CFR 200.112
None	<p>The Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related</p>	2 CFR 200.336

	<p>information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.</p>	
None	<p>Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms.</p> <p>(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.</p> <p>(b) Affirmative steps must include:</p> <p>(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;</p> <p>(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;</p> <p>(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;</p> <p>(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;</p> <p>(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and</p> <p>(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.</p>	2 CFR 200.321
None	<p>Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:</p>	2 CFR 200.334

	<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 the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.</p> <p>(f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).</p> <p>(1) <i>If submitted for negotiation.</i> If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.</p> <p>(2) <i>If not submitted for negotiation.</i> If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.</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 <u>2252.153</u>. 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>	<p>Texas Government Code 2252.152</p>

>\$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
	The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.	Section 504 of the Rehabilitation Act of 1973, as amended.

U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS LOCAL FISCAL RECOVERY FUND AWARD TERMS AND CONDITIONS

Use of Funds. 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. 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. **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, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024. **Reporting.** Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award. **Maintenance of and Access to Records** a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing. b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations. c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned

to Treasury, whichever is later. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

3 Compliance with Applicable Law and Regulations.

a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

b. Federal regulations applicable to this award include, without limitation, the following:

- i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
- ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
- iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
- iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
- v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
- viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
- ix. Generally applicable federal environmental laws and regulations.

c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

- 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;
- 4 ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- 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
- 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.

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. 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. 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. 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." Debts Owed the Federal Government. a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government. 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. Disclaimer. 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. b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient. Protections for Whistleblowers. 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. b. The list of persons and entities referenced in the paragraph above includes the following: i. A member of Congress or a representative of a committee of Congress; ii. An Inspector General; iii. The Government Accountability Office; iv. A Treasury employee responsible for contract or grant oversight or management; v. An authorized official of the Department of Justice or other law enforcement agency; vi. A court or grand jury; or vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct. 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. 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. 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.

