

REQUEST FOR PROPOSALS

July 11, 2022

Re: American Rescue Plan Act (ARPA)

Dear Supplies Providers:

Attached is a copy of the Applicant's Request for Proposal ("RFP") for Broadband ISP fiber optic services. These items are being solicited to assist Pecos County, Texas in completing and implementing programs and/or projects funded with its allocation of American Rescue Plan Act (ARPA) funds. Pecos County has received an allocation of ARPA and desire to solicit bids for its programs and projects.

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

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

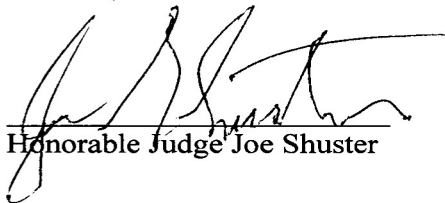
KAY HARDWICK
Pecos County Auditor @ Pecos County Courthouse
103 W Callaghan
Fort Stockton, Texas 79735
Email: kay.hardwick@co.pecos.tx.us

The deadline for submission of this RFP is to be received/opened in the Auditors Office by 4:00 p.m. Wednesday, August 3, 2022. RFP to be awarded in Commissioners Court on Monday, August 8 2022. It is the responsibility of the submitting Applicant to ensure that the RFP is received in a timely manner. RFPs received after the deadline will not be considered for award, regardless of whether the delay was outside the control of the submitting provider. Pecos County reserves the right to negotiate with all service providers submitting timely RFPs.

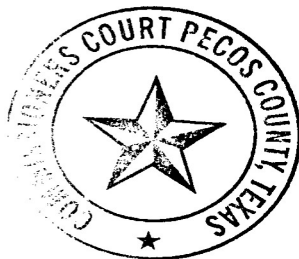
Please refer to our website for full RFP: <https://co.pecos.tx.us/>

Pecos 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,



Honorable Judge Joe Shuster



1.0 Broadband RFP

1.1 Request for Proposals (RFP) for Broadband Expansion

Pecos County is seeking to enter a general purchases and supplies contract with a SAMs registered vendor/supplier. Pecos County (“The County”) has received an allocation of American Rescue Plan Act (ARPA) funds and desires to solicit bids to complete its ARPA programs and projects. All applicable ARPA terms and condition requirements for broadband found in Final Rule Title 31, Code of Federal Regulations: 31 CFR 35.6(e)(2) shall be required.

The following are the required elements of this request for proposal.

1.2 Consideration of Award

This RFP reflects the commitment of the County is available to as many County residents and businesses as possible to further economic development. The successful Internet Service Provider (ISP) or other subrecipient organizations responding to this RFP (hereinafter referred to as “Applicant”) will be expected to deploy a network that meets the eligibility requirements set forth in the ARPA, PL 117-2 (March 11, 2021), which amends Title VI of the Social Security Act (42 U.S.C. 801 et seq.), including the Treasury Final Rule [31 CFR Part 35 RIN 1505-AC77]. Successful applicants and their subrecipient organizations will demonstrate a clear and achievable plan to deliver highspeed, dependable, and affordable broadband communications services at locations in the County.

To be considered for award, respondents and subrecipient organizations must also 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.

2.0 Project Objectives

The County seeks to make available high-speed broadband services to County locations found in section 6.7 Project Locations, specifically to underserved or unserved households and businesses associated with the eligible locations in Table 2. The network is intended to support remote learning, remote workers, telehealth, precision agriculture, and advanced manufacturing to bolster the County’s economic growth. The high-speed broadband services shall specifically provide a service designed to reliably meet, or exceed, a symmetrical speed of 100 Mbps download and 100 Mbps upload. In cases where the symmetrical 100/100 Mbps service is not practicable, services provided shall be designed to reliably meet or exceed 100 Mbps download and at least 20 Mbps upload speeds and be scalable to a minimum of 100 Mbps download and 100 Mbps upload. Final Rule [31 CFR Part 35 RIN 1505- AC77].

The County Broadband project is technology agnostic. Both wireless and wireline solutions will be considered, but any awards made must consider guidelines for broadband infrastructure included in the ARPA.

Additionally, County requires the following:

1. universal coverage across an Applicant’s identified project geography and
2. delivery of desired levels of broadband services at affordable price points
3. systems to ensure reliable service uptime with consideration of local climate and environmental factors

The project intends to use available ARPA funds. The inability of an Applicant’s proposal to meet all ARPA

requirements is not an automatic means of disqualification.

The Applicant shall clearly and thoroughly define any proposed solutions or technical alternatives which may not meet the eligibility requirements of ARPA due to constraints with geography, topography, or excessive costs, but will expand high-speed internet to unserved or underserved premises.

Locations to serve. Specifically, the unincorporated areas of County are identified as the primary areas within the scope of this work. See 6.7 Project Location for exact locations totaling an overall of 7.5 miles.

Affordability to Consumers. County is pursuing a solution that will be accessible to all residents of County tiers and price points, including any costs to consumers associated with equipment, installation, or registration. Funding through ARPA also requires that providers participate in the FCC's Affordable Connectivity Program or provide access to a commensurate affordability program, otherwise have in place a program in place to provide access to a broad-based affordability program to low-income consumers in the proposed service area of the broadband infrastructure that provides benefits to households commensurate with those provided under the ACP through the lifetime of the ACP.

2.1 Financial Incentives

The County will provide a 100% direct capital grant using ARPA funds. The award(s) will fund the installation of the project under the ARPA terms and timelines specified in a negotiated contract. The funding will be released upon completion and acceptance of agreed upon project milestones. All network infrastructure will be owned by the Applicant and/or Applicant subcontractor unless otherwise negotiated by the parties. All deployment, maintenance, and operational costs, including customer acquisition and customer service, will be the responsibility of the Applicant. Any awards and/or contracts resulting from this RFP will be limited to the available funds.

2.2 Additional funding opportunities

Applicants are invited to consider potential partnerships with County for state and federal grant funding opportunities to enhance or expand service after initial project is complete, to the extent that expansion and improvements are needed. County is ready to collaborate on opportunities that will be mutually beneficial.

3.0 Broadband Scope of Work Project Requirements

3.1 Technical Requirements

The minimum required bandwidth level for broadband service in the rural areas is 100 Mbps download and 20 Mbps Upload (100/20). Treasury Final Rule requirements encourage 100/100 symmetrical service to be deployed, with exceptions for financial, low density and topographical constraints lower than deployment speed to 100/20 if the demonstrated constraints are present. Applicants that propose a 100/20 solution also need to define how the speeds will be scalable to 100/100.

Applicants may propose any other levels of broadband speed they desire. County will assess all product offerings and will favor for proposals that exceed 100/20 Mbps service levels speed. While this RFP does not dictate which technologies the Applicant should select or build, applicants' proposed solutions should meet the following technical performance requirements:

- Offer at least 100 Megabits per second (Mbps) download and 20 Mbps upload speed, with a plan for

scaling the service to 100/100 as described in ARP rules.

- System designed and maintained to 99.9% uptime.
- Networks backhaul capacity per base station site must be 1 Gigabit per second (Gbps) minimum, but capable of scaling to accommodate the maximum customer capacity as designed.

Total Internet peering capacity must accommodate the aggregate backhaul bandwidth of all base stations be scalable if implementing a hub-and-spoke design. All products proposed MAY NOT contain monthly data caps or bandwidth/speed reduction due to metered usage. If Applicant has a technology or solution which does not meet the speed eligibility requirements of ARPA, but the technology or solution will reliably serve un/underserved premises with highspeed internet, Applicant is encouraged to submit a proposal which clearly identifies levels of services obtainable and the anticipated number of premises able to be served.

3.2 Network Construction Standards

County expects that the solution proposed in this RFP is not fully engineered. Applicants should expect that upon successful completion of a negotiated contract for deployment of a rural broadband network, and commencement of work by the selected Applicant, County will provide inspection oversight to ensure compliance with design and deployment standards per the negotiated contract. The selected Applicant will fully engineer the project prior to commencement of construction as a function of the negotiated contract. Deployment of all fiber and fiber-related infrastructure must comply with all National Electrical Contractors Association (NECA) codes and laws at the local, state, federal, and private land levels as they pertain to fiber optic installations. Should wireless technology be selected for deployment, all towers, antennas, and other components utilized to deliver wireless broadband must comply with all FCC regulations regarding tower construction, spectrum registration, and applicable state/county authority over zoning and land use regulations.

The selected Applicant will be expected to have all routes and tower facilities surveyed by a certified engineering company as well as provide County with GIS mapping showing all right of ways (as applicable) and engineered coverage design(s). Other construction requirements that are the responsibility of the Applicant include:

- Provide County with complete field work notes in accordance with County specifications and guidelines.
- Work with all appropriate agencies to obtain all required right of way approvals.
- Coordinate project deployment with all utilities.
- Obtain all required permits and private easement approvals.
- Obtain any necessary contractor licensing issued by the Pecos County Zoning office
- Provide on-site construction inspections to ensure design.
- Network Equipment, Design and Technical Specifications. The Applicant must provide network architecture documentation. These should include:
 - Fiber/circuit utilization
 - Equipment to be used (include detailed specifications)
 - Active equipment locations
 - Logical equipment designs and specifications
 - Any other documents necessary to define and describe the intended architecture.

Network architecture should consider a redundant topology that provides resiliency in the network. While not every component of the network can be redundant, where feasible the Applicant should take steps to make service offerings as resilient as possible.

Applicants may have some preexisting core Assets (fiber, towers, hut sites, etc.) they intend to utilize in providing services to the required service areas. Applicants utilizing preexisting infrastructure should provide documentation on how these Assets fit into their proposed network architecture. Confirmation should be provided which outlines how the Applicant proposes to adhere to the industry's best practices.

4.0 RFP General Requirements

4.1 Network Test and Acceptance Standards

The Applicant will be required to demonstrate network performance to specified test standards. These standards will need to be met for services offered and infrastructure built or contracted. Speeds will be tested and proven per user.

4.2 Network Maintenance and Customer Service

While the successful Applicant may receive a financial match, the Applicant will also be contributing significant capital and operational Assets of their own to the enterprise and must demonstrate they can successfully deliver broadband where the network is required to offer service. The selected Applicant must provide their service level plans to maintain services with customers of the network. Applicants will monitor and administer the service and related infrastructure 24 hours a day, seven days a week and 365 days a year. A component of Applicant analysis and selection will be County's assessment of the Applicant's proposed presence within County, demonstrating its ability to provide adequate service and support to its customers.

4.3 Network Deployment Timing

County expects the project to be deployed in a continuous fashion and be completed as quickly as feasible. County desires that the Rural Broadband Project be completed within a **1-year** window from the date of the contract with County. Within their RFP response Applicants are expected to provide a proposed schedule for implementation that reflects the most expeditious timeline possible. Timelines are to include any required engineering.

4.4 General RFP Requirements and Considerations

Written questions are the sole responsibility of the Applicant regarding inquiry about any requirement of this RFP that is not fully understood. There is no guarantee a contract will successfully be awarded related to a winning Applicant's response. Please review the following:

- County reserves the right to cancel this RFP at any time.
- County is not required to accept the lowest cost proposal.
- County reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Applicant fails to satisfy County that such Applicant is properly qualified to conduct the obligations of the contract and to complete the work contemplated therein.
- County, at its option, may make a single award for the entire requirement identified in this RFP. County may also, at its option, make multiple awards. The contract may be awarded on the merits of the whole proposal or only a part of it. By submission of a proposal, each Applicant offers or acknowledges the right of County to make the award, which is in its best interest. County may also make no award after the completion of this RFP process.
- County reserves the right to accept any proposal, to reject any or all proposals, to reissue a request for proposals, to waive irregularities and/or informalities in any proposal, and to make the award in any manner deemed in the best interest of County.
- County reserves the right to disqualify any proposals at any stage of the evaluation or procurement process upon evidence of collusion with intent to defraud or any other illegal practices on the part of

the Applicant.

- County reserves the right to disregard all non-conforming, non-responsive, or conditional proposals.
- Discrepancies between words and figures will be resolved in favor of words.
- Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- County may make such investigation as deemed necessary to determine the ability of the Applicant to perform the work, and the Applicant shall furnish to County all such information by the date specified by County.
- County may conduct such investigations as it deems necessary or appropriate to assist in the evaluation of any RFP response and to establish the responsibility, qualifications, and financial ability of the Applicant, their proposed subcontractors, and other persons or organizations submitted within an Applicant's response to do the work to County's satisfaction within the prescribed time.
- The submission of an RFP response will constitute representation by the Applicant that it understands and has complied with the requirements of the RFP. Submission of a response indicates the RFP information provided was sufficient in scope and detail to convey understanding of anticipated terms and conditions for performance of the work.
- County reserves the right to conduct interviews of short-listed Applicant(s) prior to making a final selection.
- County will honor specific requests for confidentiality for information of a proprietary nature to the extent allowed by law if clearly marked by Applicant as "Proprietary" or "Confidential."
- All proposals become public documents and are subject to public review (upon request). "Proprietary" or "Confidential" items should be noted and will not be eligible for public review to the extent allowed by law. During the RFP process itself, and until a contract is awarded or this process is canceled, all information and documents received are confidential.
- RFP Applicants assume all costs of preparation of the proposal.
- RFP responses become the property of County.
- By submitting an RFP response, the Applicant agrees that the specifications are adequate and accepts the terms and conditions outlined. Any exceptions to stated specifications should be noted in the RFP response.
- In submitting an RFP response, the Applicant is not required to submit a bid bond, certified check, or other evidence of financial responsibility.
- Unless specified to the contrary, all proposals shall be valid for 180 days from the due date of the submission.
- The successful Applicant should expect to enter a contract for deployment of specific infrastructure, network operation and availability, and delivery of defined broadband services.
- The parties will arrive at a specific contract containing mutually agreed to terms consistent with County requirements and contracting processes.
- The Applicant will be engaged to execute a contract within 60 days of notification they have been selected by County as the awarded candidate. County reserves the right to select another candidate if a contract is not executed within the 60-day timeline.
- The Applicant should expect that disbursement of County capital fund participation will be coordinated with the achievement of specific, mutually agreed-to project milestones.
- If the Applicant is already providing service in some areas of County, County requires that the Applicant provide the same pricing and service tiers for data services over the Assets in the newly served areas, as in the currently served areas. Essentially, County seeks parity.
- In addition to outlining requirements, processes, and desired outcomes, the purpose of the RFP is also to engage in a fair, open, and transparent process for selection of an Applicant.
- County acknowledges that the project outlined in this RFP has not been fully engineered.

- County acknowledges and expects that interested Applicants may approach satisfying the requirements specified in this RFP in a manner unique to their current network capabilities and market position. Each Applicant's individual approach to creating the products specified in the RFP will be deemed acceptable only to the extent that products are widely available within the specified coverage areas at designated bandwidth requirements and affordable price points.
- County will analyze and compare all proposed approaches used to serve the unserved and underserved locations, speed of installation, geographic coverage, coverage, technical/design requirements, and required outcomes of the RFP in combination with Applicant's qualifications and proposed capital contributions to the project.
- This request for proposals does not constitute a contract for services performed or to be performed.

4.5 Broadband Networking and Testing Standards

Applicants will be required to demonstrate network performance to industry specified test standards. Responses should also include how and what the standards are. If a wireless or fixed-wireless technology is deployed, coverage mapping must be tested and documented in GIS or Shapefile format and documents provided to the County.

5.0 Contract Award, Terms, Contract Conditions

5.1 Contract Duration

The County anticipates that the initial duration of any contract resulting from this solicitation shall be for a period of 2 years. The County at its sole option, may extend any contract awarded pursuant to this solicitation for up to 1 additional year. Following the base term and any allowable extensions, The County may extend any resulting Contract for the purpose of completing a new procurement, and/or to transition to a new vendor if necessary to avoid interruption in Applicant services.

5.2 Contract Term

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 4:00p.m. Wednesday August 3, 2022. Questions are due for this RFP by August 3, 2022.

5.3 SAM.GOV

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

5.4 No Guarantee Compensation

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

5.5 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.

5.6 Other Applicable Conditions

On 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))
- 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.

5.7 Changes, Amendments, or Modification to Solicitation

The Applicant reserves the right to change, amend, or modify any provisions of this solicitation, or to withdraw this solicitation, at any time prior to award, if it is in the best interest of the Applicant 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 Applicant and make public any changes, amendment, or modification. It is the responsibility of the respondent to periodically check the County website to ensure full compliance with the requirements of this solicitation.

5.8 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.

5.9 Informalities

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

5.10 Sole Point of Contact

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

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

Name	Gina Marquez
Title	Administrative Assistant
Phone	432-336-2792
Email	gina.marquez@co.pecos.tx.us

6.0 RFP Response Format

To expedite the evaluation of the RFP response Applicants are asked to organize their proposals in the sequence given here to simplify the proposal evaluation process and to ensure that all proposals receive the same orderly review. All proposals must include the following: 1. Cover Sheet 2. Executive Summary of Scope of Work Technical Approach and Work Plan 3. Company Background 4. Statement of Qualifications 5. Cost Proposal and Company Financial Statement as well as Exhibits if chosen.

6.1 Executive Summary of Scope of Work

Applicant must provide an overview of the major features of the RFP submission. Include any suggestions, conclusions, recommendations, or assumptions the Applicant believes are significant to the understanding of the RFP. Applicant should note any specific strengths their solution has in achieving project objectives. Applicant should take this opportunity to comment on the sequencing and description of the tasks and/or the time frame for completion of the tasks. Note: Executive must not be any longer than 2 pages.

6.2 Technical Approach and Work Plan

This section is intended to be the heart of the proposal and should reflect the Applicant's knowledge, experience, and technical expertise with the services and support necessary to complete the work effort outlined in the RFP. A detailed scope of work, to include the specific information listed below, is expected.

6.3 Technical and Procedural

In this section of your proposal, Applicants should describe their primary proposed solution. Applicants should address any technical and/or procedural concerns that may influence the proposed project. Applicants should also include any assumptions made within their response. Based on your organization's approach to similar work efforts and previous experience, explain when and where you will require support from County personnel. Please be sure to describe the form that such support would take and any special qualifications you will expect County staff to have to effectively provide the support.

6.4 Technical Alternatives (if applicable)

In this section of your proposal, you are to describe any technical alternatives or exceptions to these specifications that you wish to present for County's consideration. You should cite the applicability of alternative approaches/procedures to address County objectives and the advantages to be gained through their use.

Applicant must clearly acknowledge the project technical requirements as outlined in Section 4 of this RFP. Any exceptions the Applicant may have to the technical requirements as outlined in in Section 4 of this RFP must be clearly called out with the Applicant's recommendation for improvement/correction of specific requirements.

6.5 Implementation Schedule

In this section of Implementation Schedule. In this section of your proposal, you are to describe the anticipated schedule for initial completion to deploy, operate, and maintain a Broadband Internet Network, including anticipated resources required. Applicant should provide a proposed schedule for design, construction, and initiation of broadband services to the specified areas of County. The timeline schedule should include key milestones and phasing plans. Identification of Applicant and County resources, with a brief description of

tasks that will be required for each, will be most helpful. Should you include any technical alternatives for County's consideration, a separate schedule with resources should be included for each alternative.

6.6 Staff Capabilities and Experience

Applicant should clearly describe the capabilities, qualifications, and certifications, and experience of key personnel involved with project implementation and ongoing support to County. County realizes that this work effort may require the services of multiple entities organized into a project team. Applicants have the option of engaging the services of subcontractors for completion of this project. If your proposal involves any subcontractors, you must provide full details on the nature of work to be performed by them in the Technical Approach and Work Plan section of your proposal.

6.7 Project Location

Describe proposed project location(s) at the address level (see table below). Provide coverage area Asset narratives as applicable to support the proposed design that demonstrates coverage of the project location within the priority area(s). Any fiber assets infrastructure must be identified and differentiated by the Applicants intention to deploy via aerial or buried. Clearly identify any deviations from the project areas of interest as outlined in this RFP. If multiple broadband services (speed, price, etc.) are proposed, applicant must distinguish these areas and address locations. Provide visual map(s) outlining asset placement, address location level of service, total coverage area of proposed solution, and other relevant assets as applicable to support the proposed design that demonstrates coverage of the project location within the priority area(s). Clearly delineate and identify any areas and/or addresses that would receive different service levels within the proposal.

Table 2

	Precinct 1 County Office at 1574 Airport Dr., Fort Stockton, TX Pecos CO Airport at 1523 Airport Dr., Fort Stockton, TX Pecos CO Golf Course at 1572 Blaine McCallister Loop, Fort Stockton, TX Pecos Co Coliseum, 1658 Airport Dr., Fort Stockton, TX	
	Precinct 2 County Office at 202 S U.S. Highway 285, Fort Stockton, TX	
	Precinct 3 County Office at 1489 Loop Road 9219, Iraan, TX 79744 Iraan Golf Course, 1477 County Road 9219, Iraan, TX 79744	
	Precinct 4 County Office, 4427 N Highway 1053, Fort Stockton, TX Pecos Co Water District #1, 4375 FM 1053, Fort Stockton, TX	
	Industrial Park Development North Side of Highway 285 by the County Airport, Fort Stockton, TX	
	Pecos County Civic Center at 1618 Airport Dr., Fort Stockton, TX	
	North Fire Department at 1401 N Oklahoma, Fort Stockton, TX	
	Pecos CO Senior Citizens Center, 1010 W 14 th Street, Fort Stockton, TX	
	Community Hall, 605 Old Cemetery Road, Fort Stockton, TX New Fire Station, 608 W. 2 nd St., Fort Stockton, TX	
	Event Center at 2181 W Interstate 10, Fort Stockton, TX	
	City Landfill/City Sewage Treatment at 3400 Stone Road, Fort Stockton, TX	
	City Recreation Building at 1299 Sherer, Fort Stockton, TX	
	City R.O. Plant at 626 Ellyson Blvd., Fort Stockton, TX	
	TDCI Lynaugh Water Tower, FM 2037, Fort Stockton, TX	
	Well # 5, Old Alpine Highway, Fort Stockton, TX New Landfill, 256 Moody Rd., Fort Stockton, TX	
	Total Miles	

6.8 Service Delivery and Design

Provide detailed service delivery and design information, as outlined in the Applicant's submission, to fully describe the service delivery platform being proposed. Provide a detailed narrative and related diagrams outlining your proposed network design, the specific equipment to be used and verification that it meets the standards specified to deliver the products as outlined in the document. Include all critical and/or relevant proposed equipment specification sheets. For each product being proposed within the scope of this RFP please provide the following information as applicable:

- Downstream speed
- Upstream speed
- Monthly recurring cost (MRC) – inclusive of estimated fees
- One-time non-recurring installation costs (NRC) – inclusive of estimated fees
- Narrative of installation requirements/process
- Service level agreement and performance metrics for each Describe any advantages (if any) that proposed solution has that differentiates itself from other solutions that would improve economic development opportunities or maximize the local financial investment.

6.9 Services Required

All proposals are required to include a description of the services required as the Applicant's organization would address support of the deployment, operation, and maintenance for the delivery of broadband Internet network products and services throughout County. Provide a narrative of your current and/or intended presence in County (i.e., sales, administrative, customer service personnel) in support of the Internet infrastructure established as a result of this RFP.

6.10 Service Level Agreements

All proposals are required to include a description of their standard service level agreements regarding system uptime and response time to outages. County has identified the following minimum service level requirements (SLR) which must be followed by the Applicant. Detailed requirements will be mutually defined by County and selected Service Provider during contract negotiations, and may be amended, added to, and subtracted from by mutual agreement during the contract term.

6.11 ISP Internet access will be expected to achieve a minimum 99% uptime

6.12 ISP Internet access will be expected to deliver a minimum of 100 Mbps download and 20 Mbps upload.

6.13 ISP will monitor and administer the Internet assets twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days per year.

6.14 ISP will provide preventative maintenance whenever possible through proactive installation of patches, upgrades, hot fixes, service packs, and updates.

6.15 ISP will provide constant security monitoring of the Internet assets.

6.16 ISP will provide ongoing capacity management and planning to assure internet traffic throughput meets 100 Mbps download and 20 Mbps upload.

6.17 Other SLR as determined.

6.18 Company Background

Please provide the following information as part of your company background and current capabilities:

- Overview of your company history, number of years in operation, and management team. Also, indicate if your company is currently registered to do business in the State of Texas.
- Overview of your organization's services products, and capabilities. Include any brochures or marketing material you feel would help give County a better appreciation for your capabilities.
- Outline your company's capacity to handle a project of this size and complexity. If your capacity entails hiring additional staff should your organization be awarded County contract for this work effort, identify the quantity and type of staff you envision adding, and the time frame you anticipate the acquisition to take. County would prefer the staff were in place by the time the initial assessment is completed.
- Description of any projects like the one described in this RFP that your company has deployed within the last 5 years.

7.0 RFP Rating Sheet

The County will use the following selection metrics to determine the Applicant(s) it selects to move forward with to the contract negotiation phase. This is not intended to be a comprehensive list, nor is the arrangement of the criteria meant to imply order of importance in the selection process.

Proposed solution (35%)

- Understanding of project objectives and adherence to specified requirements
- Number of addresses and areas covered by proposed solution
- Service level speed and price points to end users
- Equipment and network design to meet performance and reliability requirements
- Overall timeline for completion and deployment of broadband solution

Proposed project costs (35%)

- Proposed capital cost to Pecos County
- Proposed investment level by Applicant

Priority given to projects that create highest value on local funds Applicant background, qualifications, and capabilities (20%)

- Customer service and acquisition capabilities
- Financial stability • Similar projects completed

Knowledge and technical competence Applicant RFP response (10%)

- Completeness and conciseness in RFP response

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
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
	TOTAL ALL LINE ITEMS	\$	\$

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 41 U.S.C. 1908 , must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.	2 CFR 200 APPENDIX II (A)
>\$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 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”</p> <p>41 CFR 60-1.4 Equal opportunity clause.</p> <p>(b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:</p> <p>The [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:</p> <p>During the performance of this contract, the contractor agrees as follows:</p> <p>(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:</p>	2 CFR 200 APPENDIX II I and 41 CFR §60-1.4(b)

	<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 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</p>	
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	<p>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 recipient ring 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>	
>\$10,000,000 for ARPA but State Provision Applies at any amount.	<p>Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$10,000,00 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.</p>	2 CFR 200 APPENDIX II (D)
>\$100,000	<p>Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702</p>	2 CFR 200 APPENDIX II I

	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.	
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 parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401 , “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.	2 CFR 200 APPENDIX II (F)
>\$150,000	Clean Air Act (42 U.S.C. 7401-7671q .) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended – Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).	2 CFR 200 APPENDIX II (G)
>\$25,000	Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)
>\$100,000	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352 . Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303
	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 requirement. ⁵⁷ This	2 CFR 200.323

	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.	
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> <ul style="list-style-type: none"> 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; 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 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. 	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>	2 CFR 200.322(a)(b)(1)(2)
None	The Federal awarding agency must establish conflict of interest policies for Federal awards. The non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.	2 CFR 200.112
None	The 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

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> <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</p>	2 CFR 200.334

	end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.	
None	CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153 . The term "foreign terrorist organization" in this paragraph has the meaning assigned to such a term in Section 2252.151(2) of the Texas Government Code.	Texas Government Code 2252.152
>\$100,000	PROVISION REQUIRED IN CONTRACT. (a) This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.	Texas Government Code 2271
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.

EXHIBIT C

Insert Certificate of Insurance

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

EXHIBIT D

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

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

EXHIBIT E

Conflict of Interest Questionnaire – Form CIQ

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ**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.

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

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)

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, <i>if applicable</i> : _____	
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)

EXHIBIT H

Certificate of Interested Parties

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 <div style="font-size: 2em; transform: rotate(-45deg); opacity: 0.3; pointer-events: none;"> Must file online at www.ethics.state.tx.us/File </div>	
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 Name of Interested Party		City, State, Country (place of business)	
5 Check only if there is no Interested Party. <input type="checkbox"/>			
6 UNSWORN DECLARATION My name is _____, and my date of birth is _____. My address _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country). I declare under penalty of perjury that the foregoing is true and correct. Executed in _____ County, State of _____, on the _____ day of _____, 20_____. (month) (year) <div style="text-align: right; margin-top: 20px;"> _____ Signature of authorized agent of contracting business entity (Declarant) </div>			
ADD ADDITIONAL PAGES AS NECESSARY			

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Revised 12/22/2017

(To be Completed by Awarded Vendor)