



LEON COUNTY AUDITOR'S OFFICE

Melissa B. Abney, County Auditor

P.O. Box 898, 113 West Main Street, Centerville, Texas 75833 (903)536-2709 (903)536-5801 Fax

June 11, 2025

Request for Proposals

Dear Proposers:

You are invited to submit proposals in accordance with the attached proposal requirements, Request for Proposals #2025-335 for a Broadband Expansion Partnership. All proposals must be submitted with an original and five (5) copies and one (1) combined PDF copy on a USB flash drive with the requested excel spreadsheet data attached to the Leon County Auditor's Office, 113 West Main Street, 2nd Floor, Centerville, Texas 75833, no later than 3:00 PM, Wednesday, July 9th, 2025. All proposals received after this time will be returned unopened. Proposals will be opened at 3:05 PM, July 9, 2025, in the Auditor's Conference Room located in the Auditor's Office on the second floor of Annex I.

Attached is a copy of Leon County's Request for Proposals #2025-335 for a Broadband Expansion Partnership. This solicitation is to assist Leon County's residents and businesses gain access to affordable and reliable broadband services. Leon County hereby reserves the right to award on basis of overall cost and to accept or reject any or all proposals and waive all formalities and technicalities.

All questions regarding this RFP solicitation must be in writing and may be sent by email to stacy.kent@co.leon.tx.us or faxed to 903-536-5801 to the attention of Stacy Kent no later than June 25, 2025. It is the responsibility of each proposer to examine the entire proposal package, seek clarification in writing, and review their proposal for accuracy before submitting. The County will not be bound by any information conveyed verbally.

All Proposals shall be submitted to the Leon County Auditor's Office in a sealed envelope marked:

RFP 2025-335

Broadband Expansion Partnership

Sincerely,

Melissa B. Abney

County Auditor

Attachments

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RFP SUBMITTAL CHECKLIST

The items checked below represent components comprising this proposal package. If the item **IS NOT** checked, it is **NOT APPLICABLE** to this proposal. Proposers are asked to review the package to be sure that all applicable parts are included. If any portion of the package is missing, notify the Auditor's Office immediately.

It is the Proposer's responsibility to be thoroughly familiar with all Requirements and Specifications. Be sure you understand the following before you return your RFP packet.

- ☒ 1. **Cover Sheet**
- ☒ 2. **Table of Contents**
This page is the Table of Contents
- ☒ 3. **Offer and Acceptance Form**
This page to be sign and returned with RFP packet.
- ☒ 4. **General Requirements**
You should be familiar with all of the General Requirements.
- ☒ 5. **Special Requirements/Instructions**
Provides information you must know in order to make an offer properly.
- ☒ 6. **Specifications**
Contains the detailed description of the product/service sought by the County.
- ☒ 7. **Pricing/Delivery Information**
Used to solicit exact pricing of goods/services and delivery.
- 8. **Attachments**
 - ☐ a. **Bid Guaranty & Performance Bond Information & Requirements**
Applies only to certain bids/proposals. Read carefully and fill out completely.
 - ☐ b. **Bid Check Return Authorization Form**
Applies only to certain forms. Read carefully and fill out completely.
 - ☐ c. **Vehicle Delivery Instructions**
Included only when purchasing vehicles.
 - ☒ d. **Minimum Insurance Requirements**
Included when applicable (does not supersede "Hold Harmless" section of General Requirements).
 - ☐ e. **Workers' Compensation Insurance Coverage Rule 110.110**
Applicable for a building or construction contract.
 - ☐ f. **Financial Statement**
When this information is required, you must use this form.
 - ☒ h. **Other – From 1295 and Form CIQ & Exhibits B-G**
From time-to-time other attachments may be included.

Instructions To Proposers

1. Request for Proposal (RFP) Submission

- A. RFPs must be submitted in complete original form by mail or messenger to the following address:

Leon County Auditor's Office,
PO Box 898
113 West Main Street, 2ND Floor
Centerville, Texas 75833
- B. Proposals will be accepted at the above address until the time and date specified herein and will be opened the same day.
- C. All proposals shall be tightly sealed in an envelope and plainly marked with the Request for Proposal number, due date, and the proposer's name and address.
- D. Late proposals will not be accepted and will be returned unopened to the proposer.
- E. All proposals submitted in response to this invitation shall become the property of Leon County and will be a matter of public record available for review.

2. Preparation of Proposals

- A. The proposal shall be legibly printed in ink or typed.
- B. (1) Combined PDF Copy and Excel Spreadsheet(s) must be included on a USB Flash Drive.
- C. If a unit price or extension already entered is to be altered, it shall be crossed out and initialed in ink by the proposer.
- D. The proposal shall be legally signed and shall include the complete address of the proposer.

3. Signatures

All proposals, notifications, claims, and statements must be signed by an individual authorized to bind the proposer. The individual signing certifies, under penalty of perjury, that he or she has the legal authorization to bind the proposer.

4. Rejection or Withdrawal

Submission of additional terms, conditions or agreements with the proposal document are grounds for deeming a proposal non-responsive and may result in proposal rejection. Leon County reserves the right to reject any and all proposals and to waive any informalities and minor irregularities or defects in proposals. Proposals may be withdrawn in person by a proposer or authorized representative, provided their identity is made known and a receipt is signed for the proposal, but only if the withdrawal is made prior to the time set for receipt of proposals. Proposals are an irrevocable offer and may not be withdrawn within 90 days after opening date.

5. Award

The proposal(s) will be awarded to the responsible, responsive proposer(s) whose proposal, conforming to the solicitation, will be most advantageous to Leon County – all factors considered. **Please see evaluation criteria contained within this RFP.** Any proposer who is in default to Leon County at the time of submittal of the proposal shall have that proposal rejected. Leon County reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial nonconformity in the offer, as determined by Leon County, shall be deemed non-responsive and the offer rejected.

In evaluating proposals, Leon County shall consider the qualifications of the proposers, and, where applicable, operating costs, delivery time, maintenance requirements, performance data, and guarantees of materials and equipment. In addition, Leon County may conduct such investigation as it deems necessary to assist in the evaluation of a proposal and to establish the responsibility, qualifications, and financial ability of the proposers to fulfill the contract.

Leon County reserves the right to award this contract on the basis of **best value** in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offeror, and/or to reject any or all proposals.

While the successful proposer(s) will receive a letter of intent from Leon County acknowledging selection for partnership development and support, the partnership agreement will be contingent upon funding success.

6. Contract

Upon evaluation and selection by the Leon County Commissioners' Court, the County reserves the right to negotiate and execute a formal partnership agreement with the selected Proposer(s). While the successful proposer(s) will receive a letter of intent from Leon County acknowledging selection for partnership development, the agreement is contingent upon further agreement and funding success through the BEAD program. The partnership agreement shall not create any financial obligation or commitment of funds by Leon County. No County funding will be provided or exchanged under this agreement.

7. RFP Results

RFP results are not provided in response to telephone inquiries. The final tabulation will be posted on the county website www.co.leon.tx.us after Commissioners' Court decision.

8. Changes and Addenda to Proposal Documents

Each change or addendum issued in relation to this RFP document will be on file in the Auditor's Office. In addition, to the extent possible, copies will be mailed to each person registered as having received a set of proposal documents. It shall be the proposer's responsibility to make inquiry as to change or addenda issued. All such changes or addenda shall become part of the contract and all proposers shall be bound by such addenda. Information on all changes or addenda issued will be available at the Auditor's Office.

9. Specifications

Unless otherwise stated by the proposer, the proposal will be considered as being in accordance with Leon County's applicable standard specifications, and any special specifications outlined in the RFP document. References to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the proposer in interpreting the requirements of Leon County and should not be construed as excluding proposals on other types of materials, equipment, and supplies. However, the proposer, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the proposal. Leon County reserves the right to determine if equipment/product being proposed is an acceptable alternate. All goods shall be new unless otherwise so stated in the proposal. Any unsolicited alternate proposal, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of the proposal, may be considered non-responsive.

10. Interpretation of Proposal and/or Contract Documents

All inquiries shall be made within a reasonable time prior to the date and time fixed for the proposal opening, in order that a written response in the form of an addendum, if required, can be processed before the proposals are opened. Inquiries received that are not made in a timely fashion may or may not be considered.

11. Currency

Prices calculated by the proposer shall be stated in U.S. dollars.

12. HB 1295

By law, **vendor must complete a new Form 1295 for every contract** with the Texas Ethics Commission ("TEC"). The TEC website can be accessed at <http://www.ethics.state.tx.us/file/>. **Business entities MUST complete a new Form 1295 online prior to contracting with Leon County for every contract.** Upon completing the form, the TEC website will generate a PDF version of the business entity's Form 1295, including creating a unique "Certificate Number" for every contract that will be stamped in the upper right hand corner of the form. The business entity **must then sign a hard copy of the form and submit it to Leon County with the submitted proposal documents.** **Failure to submit Form 1295 with proposal documents will result in disqualification.** Example of this form can be found on Page 53.

13. Conflict of Interest Questionnaire

Vendor must complete a new Conflict of Interest (CIQ) Questionnaire for every contract if there is a conflict between the vendor and Leon County. A signed copy must be returned with the submitted proposal documents. If there is no conflict, please notate such on the CIQ form and return with proposal documents. This form can be accessed at <https://www.ethics.state.tx.us/forms/CIQ>. Example of this form can be found on Page 54.

14. Certification

By signing the offer section of the Offer and Acceptance page, proposer certifies:

- A. The submission of the offer did not involve collusion or other anti-competitive practices.
- B. The proposer has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
- C. The proposer hereby certifies that the individual signing the proposal is an authorized agent for the proposer and has the authority to bind the proposer to the contract.

GENERAL TERMS AND CONDITIONS OF RFP AND TERMS OF CONTRACT

By execution of this document, the vendor accepts all general and special conditions of the contract as outlined below and, in the specifications and plans.

1. Proposing

A. Proposals

All proposals must be submitted with all specified content furnished in this package. Paper size must be standard 8.5" x 11" paper format. One (1) USB Flash Drive must be provided in the proposal submission. Please include any detailed specifications on proposed items within the proposal package.

B. Authorized Signatures

The proposal must be executed personally by the vendor, duly authorized partner of the partnership, or duly authorized officer of the corporation. If executed by an agent, a power of attorney or other evidence of authority to act on behalf of the vendor shall accompany the proposal to become a valid proposal.

C. Late Proposals

Proposals must be in the Auditor's Office before or at the specified time and date proposals are due. Proposals received after the submission deadline shall be rejected as non-responsive.

D. Withdrawal of Proposals Prior to RFP Opening

A proposal may be withdrawn before the opening date by submitting a written request to the Auditor's Office. If time allows the proposer may submit a new proposal. Proposer assumes full responsibility for submitting a new proposal before or at the specified time and date proposals are due. Leon County reserves the right to withdraw a request for proposals before the opening date.

E. Withdrawal of Proposals after RFP Opening

Proposer agrees that its offer may not be withdrawn or cancelled by the vendor for a period of ninety (90) days following the date and time designated for the receipt of proposals unless otherwise stated in the proposal and/or specifications.

F. Exceptions and/or Substitutions

All proposals meeting the intent of the specifications and plans will be considered for award. Vendors taking exception to the specifications and plans, or offering substitutions, shall state these exceptions in the section provided. If a proposal is made on an article other than the one specified, which a proposer considers comparable, the name and grade of said article must be specified and sufficient specifications and descriptive data must accompany same to permit thorough

evaluation. The absence of stated exceptions and/or substitutions shall indicate that the vendor has not taken any exceptions to the specifications and shall be responsible to perform in strict accordance with the specifications. As a matter of practice, Leon County rejects exception(s) and/or substitutions as non-responsive but reserves the right to accept any and/or all of the exception(s) and/or substitution(s) deemed to be in the best interest of Leon County.

G. Proposal Alterations

Proposals cannot be altered or amended after submission deadline. Any interlineations, alterations, or erasures made before opening time must be initialed by the signer of the proposal, guaranteeing authenticity.

H. RFP Award

Award of contract shall be made to the most responsible, responsive proposer, whose offer is determined to be the best value and receives funding through the Texas Broadband Development Office's BEAD program. Leon County reserves the right to be the sole judge as to whether the proposal will serve the purpose intended. Leon County reserves the right to accept or reject in part or in whole any proposal submitted, and to waive any technicalities or informalities for the best interest of the County. Leon County reserves the right to award based upon individual line items, or sections.

I. Addenda

Any interpretations, corrections or changes to the specifications and plans will be made by addenda no later than forty-eight (48) hours prior to the RFP opening. Addenda will be distributed to all known recipients of proposal documents. Vendors shall acknowledge receipt of all addenda with submission of their RFP.

J. General Insurance Requirements

Failure to furnish Affidavit of Insurance, if required in these specifications, will result in proposal being declared non-responsive. Non-responsive proposals will not be considered for award.

K. Responsiveness

A responsive proposal shall substantially conform to the requirements of this Request for Proposal and/or specifications contained herein. Proposers who substitute any other terms, conditions, specifications and/or requirements or who qualify their proposals in such a manner as to nullify or limit their liability to the contracting entity shall have their proposals deemed non-responsive. Also, proposals containing any clause that would limit contracting authority shall be considered non-responsive. Examples of non-responsive proposals include but shall not be limited to a) proposals that fail to conform to required delivery schedules as set forth in the proposal request; b) proposals with prices qualified in such a manner that the proposal price cannot be determined, such as with vague wording that may include "price in effect at the time of delivery," and c) proposals made contingent upon award of other proposals currently under consideration.

L. Responsible Standing of Proposer

To be considered for award, proposer must at least: have the ability to obtain adequate financial resources, be able to comply with required or proposed delivery/completion schedule, have a satisfactory record of performance; have a satisfactory record of integrity and ethics, and be otherwise qualified and eligible to receive award.

M. Proprietary Data

Proposer may, by written request, indicate as confidential any portion(s) of a proposal that contain proprietary information, including manufacturing and/or design processes exclusive to the vendor. Leon County will protect from public disclosure such portions of a proposal, unless directed otherwise by legal authority, including existing Open Records Acts.

N. Public RFP Opening

Proposers are invited to be present at the opening of proposals. After the official opening of proposals, a period of not less than one week is necessary to evaluate proposals. The amount of time necessary for proposal evaluation may vary and is determined solely by the County. Following the RFP evaluation, all proposals submitted are available for public review.

2. PERFORMANCE

A. Compliance with Federal, State, County, and Local Laws

Proposals must comply with all federal, state, county, and local laws, including, but not limited to, all applicable standard safety, emission, and noise control requirements. Any vehicles or equipment shall contain all standard safety, emission, and noise control requirements required for the types and sizes of equipment at the time of their manufacture. The contractor agrees, during the performance of work or service, to comply with all applicable codes and ordinances of Leon County or the State of Texas as they may apply, as these laws may now read, or as they may hereafter be changed or amended.

B. OSHA

The proposer will certify all equipment complies with all regulations and conditions stipulated under the Williams-Steiger Occupational Safety and Health Act of 1971, as amended. The successful proposer will further certify that all items furnished under this project will conform and comply with federal and State of Texas OSHA standards. The successful proposer will agree to indemnify and hold harmless Leon County for any and all damages that may be assessed against the County.

C. Patents and Copyrights

The successful vendor agrees to protect the County from claims involving infringements of patents and/or copyrights.

3. CONTRACT

A. Contract Agreement

Once a proposer is selected, the partnership agreement shall commence on the date of award of BEAD funding.

B. Change Order

No different or additional terms will become part of this contract with the exception of a change order. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing and at the discretion and approval of Leon County. No change order will be binding unless signed by an authorized representative of the County and the vendor.

C. Termination for Default

Leon County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default of this contract. Leon County reserves the right to terminate the contract immediately in the event the vendor fails to perform to the terms of specifications or fails to comply with the terms of this contract. Breach of contract or default authorizes the County to award to another vendor, purchase elsewhere, and charge the full increase in cost and handling to the defaulting party.

D. Invalid, Illegal, or Unenforceable Provisions

In case any one or more of the provisions contained in the Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this contract shall be considered as if such invalid, illegal, or unenforceable provision had never been contained herein.

E. Injuries or Damages Resulting from Negligence

Successful vendor shall defend, indemnify and save harmless Leon County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful vendor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from RFP award. Successful vendor shall pay any judgment with cost which may be obtained against Leon County growing out of such injury or damages.

F. Interest by Public Officials

No public official shall have an interest in this contract, in accordance with the Texas Local Government Code.

G. Uniform Commercial Code

The successful vendor and Leon County agree that both parties have all rights,

duties, and remedies available as stated in the Uniform Commercial Code.

H. Venue

This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in the County of Leon, Texas.

I. Sale, Assignment, or Transfer of Contract

The successful vendor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Leon County.

J. Silence of Specifications

The apparent silence of these specifications as to any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

SPECIAL REQUIREMENTS/INSTRUCTIONS

The following requirements and instructions supersede General Requirements where applicable.

1. RFP Requirement

Each proposer should submit as a bid this entire RFP, completed where necessary, for example, the RFP cover sheet, the Price Sheets, etc. Use an opaque envelope, clearly indicating on the outside the Job Number, Job Description, and marked "SEALED RFP" & 2025-335. Leon County shall not be responsible for any effort or cost expended in the preparation of a response to this RFP. All protests should be coordinated through the Auditor's Office prior to award recommendation to Commissioners' Court.

2. Delivery Time

Proposal shall show number of days in advance required to place aggregate services at the County's designated locations. Failure to state delivery time may cause proposal to be rejected. The county has the right to extend delivery time if reason appears valid.

3. Minimum Insurance Requirements

- A. The contractor shall, at all times during the term of this contract, maintain insurance coverage with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.
- B. All policies of insurance shall waive all rights of subrogation against the County, its officers, employees, and agents.
- C. Successful proposer shall be required, at his or her own expense, to furnish the Leon County Auditor's Office within ten (10) days of notification of award with certified copies of all insurance policies, or certificates of insurance for General Liability, Workers Compensation, and Vehicle insurance coverage to be in force throughout the term of the contract. Leon County shall be named as an additional "INSURED". All insurance shall be in accordance with the governing federal, state, or local laws.
- D. The County reserves the right to require additional insurance should it deem necessary.
- E. Workers' Compensation (with Waiver of subrogation to Leon County), Employer's Liability, including all states, and other endorsements, if applicable to the Project.

Statutory, and Bodily Injury by Accident: \$100,000 each employee. Bodily Injury by Disease: \$500,000 policy limit \$100,000 each employee. Leon County shall be named as "additional insured" on workers' compensation policy.

- F. Commercial General Liability Occurrence Form including, but not limited to, Premises and Operations, Products Liability Broad Form Property Damage, Contractual Liability, Personal and Advertising Injury Liability and where the exposure exists, coverage for watercraft, blasting collapse, and explosions, blowout, cratering and

underground damage.

\$500,000 each occurrence Limit Bodily Injury and Property Damage Combined
\$500,000 Products-Completed Operations Aggregate Limit \$500,000 Per Job
Aggregate \$500,000 Personal and Advertising Injury Limit. Leon County shall be
named as “additional insured” on commercial general liability policy.

- G. Automobile Liability Coverage: \$300,000 Combined Liability Limits. Bodily Injury and
Property Damage Combined. Leon County shall be named as “additional insured” on
automobile policy.

4. Exceptions/Substitutions

All proposals meeting the intent of this proposal will be considered for award. Proposers taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the proposal. The absence of such a list shall indicate that the proposer has not taken exceptions and shall hold the proposer responsible to perform in strict accordance with the specifications of the proposal. Leon County Commissioners Court reserves the right to accept any/or all/none of the exception(s)/substitution(s) deemed to be in the best interest of the County.

5. Sam.gov

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

Federally Funded Contracts

Procurement Standards and Associated Matters

The County of Leon follows the procurement standards in 2 CFR 200.317 – 2CFR 200.327 and Appendix II to Part 200 for procurement actions to be funded with Federal funds. All attempts are made to adhere to these policies and procedures and updates are made as needed. The entirety of the language found in 2 CFR 200.317 – 2 CFR 200.327 may not be applicable in all instances, programs, and/or situations. This document contains the most current 2 CFR 200.317 – 2 CFR 200.327 language available at the adoption of these policies and procedures.

9.1 General Procurement Standards

Depending on the specific funding source of the procurement request, solicitation efforts by Leon County utilizing Federal funding are subject to additional procurement standards. 2 CFR PART 200

- UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS, and 24 CFR 85.36 - PROCUREMENT (U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) affect or may affect procurement requirements and mandate various contract terms. The foregoing listing is not exhaustive.

Special Note: As well relevant procurement standards on previous disaster recovery assistance projects may be found at 44 C.F.R. 13.36 (a)-(i) (States, local, and tribal governments), or other sources.

Procedures for Federally funded solicitations must include all required Federal clauses and language.

9.2 Sections 2 C.F.R. §§ 200.317- 200.326

These sections impose requirements for federally funded contracts across a broad range of granting agencies. The County, a non-Federal entity and generally a subrecipient in these grant programs, is subject to these requirements. Sections 200.318 through 200.326, as such regulations exist on the date of the Auditor's Office adoption of these policies, follow:

§200.317 Procurements by states

When procuring property and services under a Federal award, a State must follow the same policies and procedures it uses for procurements from its non-Federal funds. The State will comply with §§200.321, 200.322, and 200.323 and ensure that every purchase order or other contract includes any clauses required by §200.327. All other non-Federal entities, including subrecipients of a State, must follow the procurement standards in §§200.318 through 200.327.

§200.318 General procurement standards

(a) The non-Federal entity must have and use documented procurement procedures,

consistent with State, local, and tribal laws and regulations and the standards of this section, for the acquisition of property or services required under a Federal award or subaward. The non-Federal entity's documented procurement procedures must conform to the procurement standards identified in §§200.317 through 200.327.

- (b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
- (c)(1) The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.
 - (2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.
- (d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.
- (e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services. Competition requirements will be met with documented procurement actions using strategic sourcing, shared services, and other similar procurement arrangements.
- (f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.
- (g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.
- (h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a

proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also §200.214.

- (i) The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to, the following: Rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.
- (j)(1) The non-Federal entity may use a time-and-materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time-and-materials type contract means a contract whose cost to a non-Federal entity is the sum of:
 - (i) The actual cost of materials; and
 - (ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.
- (2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.
- (k) The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

[85 FR 49543, Aug. 13, 2020, as amended at 86 FR 10440, Feb. 22, 2021]

§200.319 Competition

- (a) All procurement transactions for the acquisition of property or services required under a Federal award must be conducted in a manner providing full and open competition consistent with the standards of this section and §200.320.
- (b) In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include, but are not limited to:
 - (1) Placing unreasonable requirements on firms in order for them to qualify to do business;
 - (2) Requiring unnecessary experience and excessive bonding;
 - (3) Noncompetitive pricing practices between firms or between affiliated companies;
 - (4) Noncompetitive contracts to consultants that are on retainer contracts;
 - (5) Organizational conflicts of interest;
 - (6) Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements

- of the procurement; and
- (7) Any arbitrary action in the procurement process.
- (c) The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.
- (d) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:
 - (1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product, or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a “brand name or equivalent” description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and
 - (2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.
- (e) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.
- (f) Noncompetitive procurements can only be awarded in accordance with §200.320(c).

§200.320 Methods of procurement to be followed

The non-Federal entity must have and use documented procurement procedures, consistent with the standards of this section and §§200.317, 200.318, and 200.319 for any of the following methods of procurement used for the acquisition of property or services required under a Federal award or sub-award.

- (a) Informal procurement methods. When the value of the procurement for property or services under a Federal award does not exceed the simplified acquisition threshold (SAT), as defined in §200.1, or a lower threshold established by a non-Federal entity, formal procurement methods are not required. The non-Federal entity may use informal procurement methods to expedite the completion of its transactions and minimize the associated administrative burden and cost. The informal methods used for procurement of property or services at or below the SAT include:
 - (1) Micro-purchases
 - (i) Distribution. The acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (See the definition of micro-purchase in §200.1). To the maximum

- extent practicable, the non-Federal entity should distribute micro-purchases equitably among qualified suppliers.
- (ii) Micro-purchase awards. Micro-purchases may be awarded without soliciting competitive price or rate quotations if the non-Federal entity considers the price to be reasonable based on research, experience, purchase history or other information and documents it files accordingly. Purchase cards can be used for micro-purchases if procedures are documented and approved by the non-Federal entity.
 - (iii) Micro-purchase thresholds. The non-Federal entity is responsible for determining and documenting an appropriate micro-purchase threshold based on internal controls, an evaluation of risk, and its documented procurement procedures. The micro-purchase threshold used by the non-Federal entity must be authorized or not prohibited under State, local, or tribal laws or regulations. Non-Federal entities may establish a threshold higher than the Federal threshold established in the Federal Acquisition Regulations (FAR) (<https://www.ecfr.gov/current/title-48/chapter-1/subchapter-A/part-2/subpart-2.1>) in accordance with paragraphs (a)(1)(iv) and (v) of this section.
 - (iv) Non-Federal entity increases to the micro-purchase threshold up to \$50,000. Non-Federal entities may establish a threshold higher than the micro-purchase threshold identified in the FAR in accordance with the requirements of this section. The non-Federal entity may self-certify a threshold up to \$50,000 on an annual basis and must maintain documentation to be made available to the Federal awarding agency and auditors in accordance with §200.334. The self-certification must include a justification, clear identification of the threshold, and supporting documentation of any of the following:
 - (a) A qualification as a low-risk auditee, in accordance with the criteria in §200.520 for the most recent audit;
 - (b) An annual internal institutional risk assessment to identify, mitigate, and manage financial risks; or,
 - (c) For public institutions, a higher threshold consistent with State law.
 - (v) Non-Federal entity increases to the micro-purchase threshold over \$50,000. Micro-purchase thresholds higher than \$50,000 must be approved by the cognizant agency for indirect costs. The non-federal entity must submit a request with the requirements included in paragraph (a)(1)(iv) of this section. The increased threshold is valid until there is a change in status in which the justification was approved.
- (2) Small purchases
- (i) Small purchase procedures. The acquisition of property or services, the aggregate dollar amount of which is higher than the micro-purchase threshold but does not exceed the simplified acquisition threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources as determined appropriate by the non-Federal entity.
 - (ii) Simplified acquisition thresholds. The non-Federal entity is responsible for determining an appropriate simplified acquisition threshold based on internal controls, an evaluation

of risk and its documented procurement procedures which must not exceed the threshold established in the FAR. When applicable, a lower simplified acquisition threshold used by the non-Federal entity must be authorized or not prohibited under State, local, or tribal laws or regulations.

- (b) Formal procurement methods. When the value of the procurement for property or services under a Federal financial assistance award exceeds the SAT, or a lower threshold established by a non-Federal entity, formal procurement methods are required. Formal procurement methods require following documented procedures. Formal procurement methods also require public advertising unless a non-competitive procurement can be used in accordance with §200.319 or paragraph (c) of this section. The following formal methods of procurement are used for procurement of property or services above the simplified acquisition threshold or a value below the simplified acquisition threshold the non-Federal entity determines to be appropriate:
 - (1) Sealed bids. A procurement method in which bids are publicly solicited and a firm fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bids method is the preferred method for procuring construction if the conditions meet the following criterion:
 - (i) In order for sealed bidding to be feasible, the following conditions should be present:
 - (a) A complete, adequate, and realistic specification or purchase description is available;
 - (b) Two or more responsible bidders are willing and able to compete effectively for the business; and
 - (c) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.
 - (ii) If sealed bids are used, the following requirements apply:
 - (a) Bids must be solicited from an adequate number of qualified sources, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;
 - (b) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
 - (c) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;
 - (d) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and
 - (e) Any or all bids may be rejected if there is a sound documented reason.
 - (2) Proposals. A procurement method in which either a fixed price or cost-reimbursement type contract is awarded. Proposals are generally used when conditions are not appropriate for the use of sealed bids. They are awarded in accordance with the following requirements:
 - (i) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Proposals must be solicited from an adequate number of qualified offerors. Any response to publicized requests for proposals must be considered to the maximum extent practical;

- (ii) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and making selections;
 - (iii) Contracts must be awarded to the responsible offeror whose proposal is most advantageous to the non-Federal entity, with price and other factors considered; and
 - (iv) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby offeror's qualifications are evaluated, and the most qualified offeror is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms that are a potential source to perform the proposed effort.
- (d) Noncompetitive procurement. There are specific circumstances in which noncompetitive procurement can be used. Noncompetitive procurement can only be awarded if one or more of the following circumstances apply:
 - (1) The acquisition of property or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (see paragraph (a)(1) of this section);
 - (2) The item is available only from a single source;
 - (3) The public exigency or emergency for the requirement will not permit a delay resulting from publicizing a competitive solicitation;
 - (4) The Federal awarding agency or pass-through entity expressly authorizes a noncompetitive procurement in response to a written request from the non-Federal entity; or
 - (5) After solicitation of a number of sources, competition is determined inadequate.

§200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms

- (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- (b) Affirmative steps must include:
 - (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.³

§200.322 Domestic preferences for procurements

- (a) 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.
- (b) For purposes of this section:
 - (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.
 - (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.

§200.323 Procurement of recovered materials

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

§200.324 Contract cost and price

- (a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.
- (b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and, in all cases, where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.
- (c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred, or cost estimates included in

negotiated prices would be allowable for the non-Federal entity under subpart E of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.

- (d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

§200.325 Federal awarding agency or pass-through entity review

- (a) The non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.
- (b) The non-Federal entity must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:
 - (1) The non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this part;
 - (2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;
 - (3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a "brand name" product;
 - (4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or
 - (5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.
- (c) The non-Federal entity is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.
 - (1) The non-Federal entity may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third-party contracts are awarded on a regular basis;
 - (2) The non-Federal entity may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the non-Federal entity that it is complying with these standards. The non-Federal entity must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

§200.326 Bonding requirements

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

- (a) A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- (b) A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor’s requirements under such contract.
- (c) A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

§200.327 Contract provisions

The non-Federal entity’s contracts must contain the applicable provisions described in Appendix II to this part.

9.3 2 C.F.R. Part 200, Appendix II

Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

- (a) 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.
- (b) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.
- (c) 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.”

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

- (h) 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.
- (i) 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.

(j)
See § 200.323*

(k)
See § 200.216**

(l)
See § 200.322***

***§ 200.323 Procurement of recovered materials**

A non-Federal entity that is a state agency or agency of a political subdivision of a state, and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

****§ 200.216 Prohibition on certain telecommunications and video surveillance services or equipment**

- (a) Recipients and sub-recipients are prohibited from obligating or expending loan or grant funds to:
 - (1) Procure or obtain;

- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- (b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- (c) See Public Law 115-232, section 889 for additional information.
- (d) See also § 200.471.

*****§ 200.322 Domestic preferences for procurements**

- (a) 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.
- (b) For purposes of this section:
 - (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.
 - (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.

9.4 Additional Contract Requirements Remedies

- (a) Standard: Contracts for more than the simplified acquisition threshold (\$150,000) 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. See 2 C.F.R. Part 200, Appendix II, A.
- (b) Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

Termination for Cause and Convenience

- (a) All contracts in excess of \$10,000 must address termination for cause and for convenience by the nonfederal entity including the manner by which it will be affected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II, B.
- (b) Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

Equal Employment Opportunity

- (a) Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12319, 12935, 3 C.F.R. 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 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, C.
- (b) Key Definitions.
 - (1) Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.
 - (2) Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.
- (c) Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
- (d) The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause: "During the performance of this contract, the contractor agrees as

follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, 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, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) 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.
- (4) 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.
- (5) 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.
- (6) 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 as 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.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a

result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

Davis Bacon Act and Copeland Anti-Kickback Act

- (a) Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.
- (b) All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, D.
- (c) 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.
- (d) 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.
- (e) In contracts subject to the Davis-Bacon Act, 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 at 29 C.F.R. 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 Copeland Anti-Kickback 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 FEMA.
- (f) The regulation at 29 C.F.R. § 5.S(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback Act." However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

"Compliance with the Copeland "Anti-Kickback" Act

- (1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate

instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

Contract Work Hours and Safety Standards Act

- (a) Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- (b) Where applicable (see 40 U.S.C. § 3701), 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 at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, E.
- (c) Under 40 U.S.C. § 3702, 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.
- (d) 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.
- (e) The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act: "Compliance with the Contract Work Hours and Safety Standards Act"
 - (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
 - (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted

to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

- (3) Withholding for unpaid wages and liquidated damages. The write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

Rights to Inventions Made Under a Contract or Agreement

- (a) Stafford Act Disaster Grants. This requirement does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households - Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."
- (b) If the FEMA award meets the definition of "funding agreement" under 37 C.F.R. §401.2(a) and the non-Federal entity 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 non- Federal entity must comply with the requirements of 37 C.F.R. 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 FEMA. See 2 C.F.R. Part 200, Appendix II, F.
- (c) The regulation at 37 C.F.R. §401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

Clean Air Act and the Federal Water Pollution Control Act

Contracts of amounts in excess of \$150,000 must contain a provision that requires the

contractor 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 FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, 11 G.

- (a) The following provides a sample contract clause concerning compliance for contracts of amounts in excess of \$150,000: "Clean Air Act"
 - (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
 - (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
 - (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

"Federal Water Pollution Control Act"

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA."

Debarment and Suspension

- (a) Applicability: The federal debarment and suspension provisions apply to all federal granting agencies.
- (b) Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).
- (c) These regulations restrict awards, sub-awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, if H; and Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance Procurement Disaster

Assistance Team (POAT) Field Manual Chapter IV, 6.d, and Appendix C, 2 [hereinafter POAT Supplement]. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that 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. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; POAT Supplement, Chapter IV, 6.d and Appendix C,

- (d) In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.
- (e) Specifically, a covered transaction includes the following contracts for goods or services:
 - (1) The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
 - (2) The contract requires the approval of FEMA, regardless of amount.
 - (3) The contract is for federally required audit services.
 - (4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
- (f) The following provides a debarment and suspension clause. It incorporates an optional method of assurances that contractors are not excluded or disqualified:

Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

Byrd Anti-Lobbying Amendment

- (a) Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- (b) Contractors that apply or bid for an award of \$100,000 or more must file the required certification.

See 2 C.F.R. Part 200, Appendix II, 11 I; 44 C.F.R. Part 18; POAT Supplement, Chapter IV, 6.c; Appendix C, 4.

- (c) 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. See PDAT Supplement, Chapter IV, 6.c and Appendix C, 4.
- (d) The following provides a Byrd Anti-Lobbying contract clause: "Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended) Contractors who apply or bid for an award of \$100,000 or more shall 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 31U.S.C. §1352. Each tier shall 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 recipient."

DHS Seal, Logo, and Flags

- (a) All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, XXV (2013).
- (b) The following provides a contract clause regarding DHS Seal, Logo, and Flags: "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval".

Compliance with Federal Law, Regulations, and Executive Orders

- (a) All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- (b) The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: "This is an acknowledgement that

FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives."

No Obligation by Federal Government

- (a) The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- (b) The following provides a contract clause regarding no obligation by the Federal Government: "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

Program Fraud and False or Fraudulent Statements or Related Acts

- (a) The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- (b) The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: "The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract."

9.5 Appendix A, 44 C.F.R. Part 18- Certification Regarding Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000). The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

- (1) 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.
- (2) 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.
- (3) The undersigned shall require that the language of this 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). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any.

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

EXHIBIT B - Insert System for Award Management (SAM) Record Search for Company Name and Company Principal(s) OR Provide Certification Form Below

(Actual SAM's record/registration must be provided prior to award)

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

FEDERAL DEBARMENT/SUSPENSION STATUS CERTIFICATION	
COMPANY/ENTITY NAME:	
CONTACT NAME:	
CONTACT EMAIL & PHONE:	
APPLICABLE REGULATIONS:	
<p>As stated in the ARPA / SLFRF Terms & Conditions: <i>"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."</i></p> <p>Also, Federal Executive Order (E.O.) 12549: "Debarment" requires that contractors, beneficiaries or subrecipient organizations and their principals – who are receiving awards, using federal funds, are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify you from receiving or retaining funds. Information on debarment is available at the following website: www.sam.gov</p> <p>Be advised that we may pursue available remedies per 2 CFR 180.360 as an ARPA Recipient entity: <i>"If a Federal agency later determines that you failed to tell the [awarding agency] that you were excluded or disqualified at the time you entered into the covered transaction with that person/[awarding agency], the agency may pursue any available remedies, including suspension and debarment."</i></p>	
(Initial)	Certification & Signature
	We hereby certify that we are not excluded, disqualified, or debarred from receiving federally-funded awards.
	We hereby confirm that if that status should change within the course of this agreement, we will provide notification immediately. Failure to do so may result in the termination of this agreement and/or the repayment of funds.
<p><i>Your signature certifies that neither you nor your principal(s) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.</i></p> <div style="text-align: right; margin-top: 20px;"> <hr style="border: 0; border-top: 1px solid black; width: 300px;"/> Signature </div>	
Date:	Printed Name & Title:

EXHIBIT C - Certification Regarding Lobbying

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 D – Disclosure of Lobbying Activities

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

Approved by OMB

0348-0046

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure)

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 (if individual, last name, first name, MI):		b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):
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)

SCOPE OF WORK

Purpose

The purpose of this Request for Proposal (RFP), released by Leon County, Texas, (County), is to solicit sealed proposals from qualified vendors (Proposers) to provide broadband expansion services within Leon County, to meet residents, anchor institutions, and business needs for broadband connectivity throughout the county. The County considers modern broadband infrastructure to be a critical component for economic competition and seeks to make sure Leon County is well-positioned to meet the current and future needs of its residents, businesses, and anchor institutions. Leon County has recently participated in the Texas Broadband Development Office's Technical Assistance Program and has taken a proactive approach to solving broadband access disparity within the county. This request for proposal does not constitute a contract for services to be performed.

The County is seeking qualified broadband infrastructure and internet service providers to participate in a Public-Private Partnership for the upcoming Texas Broadband Development Office Broadband Equity, Access and Deployment Program (BEAD) to address the unserved and underserved locations determined through mapping and analysis to enhance broadband access throughout the county. All costs for the network including match required, engineering, reviews and design will be covered by the proposer. While the proposer is expected to include all project costs in their application (including match and capital), construction is contingent upon successful award of BEAD funds. The County does not require financial outlay until funds are secured. The partnership agreement shall not create any financial obligation or commitment of funds by the County. No County funding will be provided or exchanged under this agreement.

The purpose of this RFP is to obtain innovative and/or traditional broadband internet solutions from one or more proposers that are proposing one (or multiple) solutions over all or portions of Leon County. From the RFP responses, the County will select a proposer(s) to finalize project details through creation and development of a partnership arrangement with the County. The proposer shall detail the ability to design, build, install, own, operate, and manage the network.

With the Texas BEAD program opening in during Summer 2025, the intent of this RFP is not to overextend providers who are already applying for BEAD funding to serve the area but to combine efforts to bring broadband access to Leon County.

The County reserves the right, in its sole discretion, after evaluation of all responsive proposals or qualification statements, to award the work described herein to more than one responsive bidder, proposer, or respondent.

Scope of Services

Leon County has spearheaded a county-wide effort to procure partners through this RFP to apply for the BEAD program issued through the Texas Broadband Development Office ("BDO") to address the included list of Unserved and Underserved locations (CSV Excel Sheet) attached. The County is seeking qualified broadband infrastructure and Internet service providers to participate in a partnership to address the accessibility needs and connectivity gaps that have been identified to enhance the availability of broadband within Leon County.

Leon County intends to provide a variety of forms of support, which may consist of:

- 1) Streamlining access to infrastructure, rights-of-way and inspections where possible;
- 2) Long-term support for the development of high bandwidth applications to drive adoption;
- 3) Collaborate with local research and educational networks; and

- 4) Drafting letters of support to be included in the grant application for Texas BDO's BEAD Program.

The selected proposer(s) will provide vertically integrated retail services. However, the proposer must not limit the ability of customers to run applications, use services and connect devices of their choice to the network.

The proposer(s) will bear all of the costs for the network, including but not limited to design, engineering, construction, equipment and insurance for the Network, up to the end user drop point or network interface device. In addition, the proposer(s) will bear all the operating and maintenance costs of the Network. The proposer should also demonstrate a clear upgrade path for the Network to meet future consumer demand and service development needs.

The County intends for the Network to serve as a development platform for innovation, next generation application development, workforce development, and job creation throughout the service area.

The County requests proposer(s) to submit qualifications to build, manage, and operate a next generation communications network ("Network") that will provide internet access to businesses, anchor institutions, homes, and community institutions within the service area. A baseline of 1 Gbps symmetric service will serve as the definition of "next generation" service for this RFP and is preferred but not required.

Leon County seeks to make available a reliable and affordable high-speed broadband internet service to as many premises in the County as possible, specifically targeting unserved and underserved locations as defined by the Texas BEAD Program. Unserved locations are those lacking access to reliable broadband with speeds of at least 25 Mbps download and 3 Mbps upload, while underserved locations are those lacking access to reliable service with speeds of at least 100 Mbps download and 20 Mbps upload, each with latency at or below 100 milliseconds. The County intends to prioritize connections that reliably deliver symmetrical speeds of 100 Mbps download and 100 Mbps upload where practicable, or at a minimum, services designed to deliver at least 100 Mbps download and 20 Mbps upload, scalable to symmetrical 100/100 Mbps performance. This approach aligns with BEAD requirements and applicable federal guidance under 31 C.F.R. § 35.6(e)(2), 86 Fed. Reg. 26786, 26823.

The objectives are to establish a network that:

- a) Offers retail broadband speeds that meet the minimum Federal Broadband Equity, Access, and Deployment (BEAD) Programmatic requirements of 100 Mbps download/ 100 Mbps upload, with preference given to a service with a guaranteed minimum 1 Gbps dedicated symmetrical transmission speed over each connection provided to a premise;
- b) Supports high-quality voice, data and video services;
- c) Uses fiber-to-the-premise network architecture where feasible;
- d) Provides affordable options for household and business internet service;
- e) Makes the network operational on a progressive, demand-driven basis, over 5 years, from the date of execution of a contract between Leon County and the proposer(s);
- f) Promotes the long-term economic and community interest of Leon County and end users; and
- g) Facilitates opportunities for small and medium enterprises (SMEs) and local enterprises to provide services to the community.

Leon County does not intend to enter the broadband internet business as a competitive service provider.

Leon County will not operate the network or network facilities it supports through this RFP response. The County will select the best proposer(s) to finalize project details by development and execution of a partnership agreement.

Proposer(s) shall detail the ability to design, build, install, own, operate and manage the network. The networks shall have the following features and functionality.

Network Equipment, Design, and Technical Specifications.

The proposer(s) must provide architecture documentation that shows active equipment locations and where assets will be added.

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 proposer(s) should take steps to make service offerings as resilient as possible.

It is expected that Proposer(s) may have some preexisting core assets (fiber, towers, hut sites, etc.) they intend to utilize in providing services to the proposed service areas. Proposers utilizing pre-existing infrastructure should describe how these assets fit into their proposed network architecture.

Network Deployment Timing

Leon County desires that all project(s) be completed within 48 months from award, preferably sooner, or by the negotiated date of the contract. Within their RFP response, proposer(s) shall provide a schedule for implementation that reflects the most expeditious timeline possible, including engineering, permitting, licensing, construction, and validation.

In preparation for funding applications, proposer(s) should expect that upon successful completion of a negotiated contract for deployment of a rural broadband Internet network, commencement of work will begin after/if funding for the project is received.

Presence in County

The successful proposer(s) will receive a letter of intent from Leon County acknowledging selection for partnership development, contingent upon further agreement and funding success. The proposer(s) will be contributing significant capital and operation assets and shall demonstrate they can successfully deliver broadband Internet where the network is required to offer service. A significant component of the scoring criteria will be the assessment of the proposer's presence within the county, demonstrating its ability to provide adequate service and support to its customers.

Network Construction Standards

In preparation for funding applications, proposer(s) should expect that upon successful completion of a negotiated contract for deployment of a rural broadband Internet network, commencement of work will begin after/if funding for the project is received.

The selected proposer(s) will fully engineer and permit the project prior to commencement of construction as a function of the negotiated agreement.

Deployment of all fiber and fiber-related infrastructure must comply with all National Electrical and Communications 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 Internet must comply with all FCC regulations regarding tower construction, spectrum registration, and applicable state/county authority over zoning and land use regulations. All newly constructed towers shall become the property of the proposer(s); however, the county reserves the right to attach signal capability for Central Dispatch. This right will expire after 2 years if unused. No fees may be charged to the County for Central Dispatch use if selected.

Proposer(s) will be expected to have all routes and tower sites surveyed by a licensed surveyor as well as provide Leon County with GIS/CAD mapping showing the locations of all facilities deployed and service areas of engineered coverage design(s).

Other construction requirements that are the responsibility of the proposer(s) include:

- Providing Leon County and its vendors with periodic reports of monthly activities and progression towards milestones.
- Coordinating all activities with the appropriate Leon County Precinct Commissioner where work is being performed.
- Working with all appropriate agencies to obtain all required right of way approvals.
- Obtaining all required permits and private easement approvals.
- Obtaining any and all environmental approvals and historical preservation agency approvals.
- Coordinating project deployment with all utilities.
- Obtaining any necessary vendor licensing issued by Leon County within the region where the work will be completed.
- Providing on-site construction inspections to ensure design.
- Coordinating and resolving third party or private claims.
- Repairing any and all damages to private property.
- At all times, maintaining an adequate staff of experienced and qualified employees for efficient performance. At all times, furnishing or performing any services in a safe, proper, and professional manner.

Attachments

CSV File- showing BEAD eligible Leon County locations.

.XLSX File- showing BEAD eligible Leon County locations.

Png File- A map visually representing the locations in Leon County that are BEAD eligible.

Proposer(s) Qualifications

1. Experience in high-speed network design and operations

Proposer(s) should provide a statement of experience highlighting [at least 3] similar network systems they have designed, constructed and operated, including project name, location, size, technology deployed, and phone number for reference contacts. Additionally, specify whether each system is owned by the proposer(s) or another entity.

2. Financial Stability

Proposer(s) shall submit its two most recent annual audited financial statements for assessment of its financial resources. If financial statements are unavailable for a recently closed year, please submit a current unaudited financial in addition to the two prior audited financials. Due to confidentiality reasons, submission of a recent Dun & Bradstreet (D&B) statement is permitted.

If a proposer(s) is a part of a team, the two most recent annual financial statements for each team member should be submitted. If the proposal includes proposer(s) financing or committed bank or other financing, the two most recent annual financial statements of such equipment vendors and financial institutions be submitted.

3. Staff Technical and Managerial Experience

Proposer(s) shall include a statement of experience and resumes of the project team, including the project manager and other key personnel who will be assigned to this project. Additionally, please include a list of any known or anticipated subcontractors, along with a description of their roles and responsibilities.

4. Evidence of Legal Capacity

Proposer(s) shall include copies of the more recent federal and state annual reports and current licenses to provide telecom/communications services, together with a certification that all Texas business and regulatory registrations/filings/taxes are current, and all internal corporate documents are kept and up to date (e.g. meeting minutes, bylaws, etc.)

5. Permits and Responsibilities

The Proposer(s) shall, without expense to Leon County, be responsible for obtaining any necessary licenses and permits and complying with any federal, state, and municipal laws, codes, and regulations applicable to the work's performance. The proposer(s) shall also be responsible for all damage to persons or property that occurs as a result of the proposer(s)'s fault or negligence. The proposer(s) shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

6. Inspection and Acceptance

The proposer(s) shall only tender for acceptance those items that conform to the requirements of this Contract. The county reserves the right to inspect or test any supplies or services that have been tendered for acceptance and may require repair or replacement of nonconforming supplies or re-performance of nonconforming services at no increase in contract price. Leon County must exercise its post-acceptance rights -- (1) Within a reasonable time after the defect was discovered or should have been discovered; and (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

Evaluation Criteria

This proposal will be evaluated by an evaluation committee. An evaluation committee will consist of representatives of the County, technical advisors, and may include independent subject matter experts.

The committee members will individually evaluate and numerically score each submission in accordance with the evaluation criteria section of this Solicitation. Submissions will be assessed on a 100-point scale. An award resulting from this solicitation shall be awarded to the most responsive and responsible respondent whose proposal is determined to be the most advantageous to Leon County; taking into consideration best value, which includes price, delivery time, proposers past performance, etc.; moreover, the right is reserved to reject any and all submissions received in all cases.

Name of Respondent:	RFP: Broadband Expansion Partnership
Evaluators Name:	Date of Evaluation:

	Technical Evaluation	Maximum Points	Score	Comments
1.	Proposed Cost Per Location	20		
2.	Affordability of Offering	20		
3.	Proposed Solution and Functionality	10		
4.	Knowledge, team, and technical competence	10		
5.	Qualifications, Experience, and Performance History	10		
6.	Overall Deployment Timing- Priority given to projects done quickly	10		
7.	Proposed locations included that are un/underserved (must provide list of locations in spreadsheet format)	10		
8.	Financial Capacity	5		
9.	County Preference	5		
	Subtotal	100		

1. Proposed Cost Per Location

Evaluation will consider the reasonableness and completeness of the total price schedule including proposed cost per location. Proposers should demonstrate the ability to deliver goods/services at a reasonable cost per location and provide all elements of cost details. The cost narrative clearly reflects the cost for providing the goods/services, is sufficiently detailed, and includes all costs required for successful project completion.

2. Affordability of Offering

Submission of summary of service offerings network-wide will be reviewed and compared between proposer(s). Full points will be awarded to the most competitive service offering for a similar speed when compared to other proposers.

3. *Proposed Solution and Functionality*

Evaluation of the proposed solution specifically highlighting the specifications, functionality, and compatibility in regard to the overall need. The proposed high-speed broadband services shall specifically provide a service designed to reliably meet or exceed a speed of 100 Mbps download and 20 Mbps upload. Any service incapable of providing these speeds will receive zero points. Full points will be awarded to a service provider with a guaranteed minimum 1 Gbps dedicated symmetrical transmission speed over each connection to a premise.

4. *Knowledge, team, and technical competence*

Acceptable overall qualifications of company and key personnel as demonstrated in detailed narrative, resumes or bios and qualifications statement. Proposer(s) must show satisfactory evidence of ability to manage and coordinate the types of activities described in this Solicitation and to produce the specified products or services on time. Evidence is provided of the availability and commitment of the firm and its principal(s) and key professionals to undertake the project.

5. *Qualifications, Experience, and Performance History*

Proposer(s) must provide a statement of experience highlighting [at least 3] similar network systems that it has designed, constructed and operated, including project name, location, size, technology used, and name and phone number for reference contacts. Proposers should indicate whether each system is owned by the proposer or another entity.

6. *Overall Deployment timing*

Proposer(s) shall provide an estimated schedule for implementation that reflects the most expeditious timeline possible, including engineering, permitting, licensing, construction, and validation. Leon County intends the project to be planned and deployed continuously starting once broadband funding is awarded. The County desires that all Rural Internet Connectivity Project(s) be completed within 48 months, preferably sooner, or by the negotiated date of the contract. Projects not meeting this timeline will produce zero points.

7. *Proposed Locations included that are un/underserved*

Submission must clearly describe proposed project location(s) and demonstrate coverage of the project locations within the specified area(s). Proposers must clearly state how many premises and types (residential, business, anchor institutions) will be covered and at what level of service. The highest score will be awarded to the proposer(s) who proposes to serve the most locations within the county. These locations must be submitted in an xlsx or csv file format.

8. *Financial Capacity*

The submission must clearly demonstrate the proposer's financial capacity to complete deployment and maintenance of the selected project area by including the proposer(s)'s two most recent annual audited financial statements for assessment of its financial resources. If the current completed year cannot be submitted as audited, then inclusion of unaudited financials for the most recent year and two-audited years are included. If a proposer(s) is a part of a team, the two most recent annual financial statements for each team member should be submitted. If the proposer(s)'s response includes financing or committed bank or other financing, the two most recent annual financial statements of such equipment vendors and financial institutions should be submitted.

9. *County Preference*

The County reserves the right to add additional points based on various factors that are deemed important to the county including factors such as employees, locations within the county, and additional items.

Schedule of RFP Events

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

EVENT	DATE/TIME
Solicitation Release Date	June 11, 2025
Deadline for Submitting Questions	June 25, 2025, at 4:00 p.m. Central Time
Deadline for submission of Solicitation Responses [NOTE: Responses must be RECEIVED by the County by the deadline.]	July 9, 2025, at 3:00 p.m. Central Time
Evaluation Period	July 9, 2025- July 16, 2025
Anticipated Notice of Intent	July 21, 2025
Anticipated Contract Start Date	TBD

SIGNATURE PAGE

As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. Leon County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract.

Would bidder be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions? **Yes** ☐ **No** ☐

This bid shall remain in effect for ninety (90) days from bid opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The undersigned agrees, if this Proposal is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Request for Proposal, Conditions of Proposing, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership, or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms, or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other bidder or to any other person(s) engaged in this type of business prior to the official opening of this bid. And further, that neither the bidder nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to bid or not to bid thereon.

Bidder (Entity Name)

Signature

Street & Mailing Address

Print Name

City, State & Zip

Date Signed

Telephone Number

Fax Number

E-mail Address