
ATTACHMENT A - YEARS IN BUSINESS AND REFERENCES

(please complete and return with the submittal)

Contractor certifies that they have provided _____
listed in this solicitation for a period of ____ year(s).

Contractor shall furnish the names, addresses, and telephone numbers of a minimum of three firms or government organizations for which the Contractor is currently furnishing or has furnished, the goods or services.

Name of Company: _____

Name of Contact: _____

Email Address: _____

Phone Number: _____

Name of Company: _____

Name of Contact: _____

Email Address: _____

Phone Number: _____

Name of Company: _____

Name of Contact: _____

Email Address: _____

Phone Number: _____

ATTACHMENT B - EMERGENCY 24-HOUR SERVICE CONTACT

(please complete and return with the submittal)

Contact Name: _____

Telephone Number: _____

Alternate Contact: _____

Telephone Number: _____

ATTACHMENT C - CONFLICT OF INTEREST AND TRANSPARENCY FORM

(please complete, sign, and return with the submittal)

<p>This form must be signed and submitted to the City and all questions must be answered (or N/A) or your Offer may be considered non-responsive.</p>			
<p>1. Name of person submitting this disclosure form.</p>			
First	MI	Last	Suffix
<p>2. Contract Information</p>			
<p>Solicitation # or Name:</p>			
<p>3. Name of individual(s) or entity(ies) seeking a contract with the City (i.e. parties to the Contract)</p>			
<p>4. List any individuals(s) or entity(ies) that are owners, partners, parent, sublessees, joint venture, or subsidiaries of the individual or entity listed in Question 3. Please include all Board members, executive committee members and officers for each entry. If not applicable, indicate N/A.</p>			
<p>5. List any individuals or entities that will be subcontractors on this contract or indicate N/A.</p>			
<p><input type="checkbox"/> Subcontractors may be retained, but not known as of the time of this submission.</p> <p><input type="checkbox"/> List of subcontracts, including the name of the owner(s) and business name:</p>			
<p>6. List any attorney, lobbyist, or consultant retained by any individuals listed in Questions 3, 4, or 5 to assist in the proposal or seeking the resulting contract. If none, indicate N/A.</p>			

7. Disclosure of Conflict of Interest:**A. City Code Section 43-34**

Are you aware of any fact(s) with regard to this solicitation or resulting contract that would raise a “conflict of interest” issue under City Code Section 43-34?

“An elected City official or a City employee shall not represent any person or business for compensation before the City regarding any part of a procurement, including any resulting contract, if during the time the elected official is or was in office or the employee is or was employed by the City such elected official or employee played a material or significant role in the development of the solicitation, any other part of the procurement, or the contract award.”

- I am not aware of any conflict(s) of interest under City Code Section 43-34.
- I am aware of the following potential or actual conflict(s) of interest:

B. ARS Sections 38-501 et. Seq. & City Charter Chapter 11

State law and the Phoenix City Charter and Code prohibit public officers or employees, their close relatives, and any businesses they, or their relatives, own from (1) representing before the City any person or business for compensation, (2) doing business with the City by any means other than through a formal procurement, and (3) doing business with the City without disclosing that the person has an interest in the contract. This prohibition extends to subcontracts on City contracts and also applies to parent, subsidiary, or partner businesses owned by a public officer or employee. See A.R.S. Sections 38-501 through 38-511, for more information (City Charter, Chapter 11, applies the state conflict-of-interest law to City employees).

Please note that any contract in place at the time a person becomes a public officer or employee may remain in effect. But the contract may not be amended, extended, modified, or changed in any manner during the officer’s or employee’s city service without following city administrative regulations.

Are you aware of any fact(s) with regard to this contract that would raise a “conflict of interest” issue under A.R.S. Sections 38-501 through 38-511 (See Arizona Revised Statutes regarding conflict of interest at www.azleg.gov).

- I am not aware of any conflict(s) of interest under Arizona Revised Statutes Sections 38-501 through 38-511.
- I am aware of the following conflict(s) of interest:

8. Acknowledgements

A. Solicitation Transparency Policy – No Contact with City Officials or Staff During Evaluation

- I understand that a person or entity who seeks or applies for a city contract, or any other person acting on behalf of that person or entity, is prohibited from contacting city officials and employees regarding the contract after a solicitation has been posted.

- This “no-contact” provision only concludes when the contract is awarded at a City Council meeting. If contact is required with City official or employees, the contact will take place in accordance with procedures by the City. Violation of this prohibited contacts provision, set out in City Code Sections 2-190.4 and 43-36, by respondents, or their agents, will lead to **disqualification**.

B. Fraud Prevention and Reporting Policy

- I acknowledge that the City has a fraud prevention and reporting policy and takes fraud seriously. I will report fraud, suspicion of fraud, or any other inappropriate action to: telephone no. 602-261-8999 or 602-534-5500 (TDD); or aud.integrity.line@phoenix.gov.

The purpose of the fraud policy is to maintain the City's high ethical standards. The policy includes a way for our business partners to report wrongdoing or bad behavior. Suspected fraud should be reported immediately to the Phoenix Integrity Line. The City has adopted a zero-tolerance policy regarding fraud.

OATH

I affirm that the statements contained in this form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.
 Should any of the answers to the above questions change during the course of the contract, particularly as it relates to any changes in ownership, applicant agrees to update this form with the new information within 30 days of such changes. Failure to do so may be deemed a breach of contract.

PRINT NAME

TITLE

SIGNATURE

DATE

COMPANY (CORPORATION, LLC, ETC.) NAME and DBA

ATTACHMENT D - COSTS AND PAYMENTS

(please complete and return with the submittal)

PAYMENT TERMS & OPTIONS: Vendors must choose an option, if a box is not checked, the City **will default to 0% - net 45 days:**

____ Contractor offers a prompt payment discount of either _____% - 30 days or 0% – 45 days - to apply after receipt of invoice or final acceptance of the products (invoice approval), whichever date is later, starts the 30 days. If no prompt payment discount is offered, the default is 0%, net 45 days; effective after receipt of invoice or final acceptance of the products, whichever is later. **Payment terms offering a discount will not be considered in the price evaluation of your offer.**

____ Contractor may be paid immediately upon invoice approval, if enrollment is made to the Single Use Account (SUA) Program, administered by the City's servicing bank ("Bank"). By checking this box, the vendor accepts transaction costs charged by their merchant bank and agrees not to transfer to the City those extra charges. The City will not pay an increase in our services for the SUA charges; if an audit uncovers an upcharge for the SUA charges the vendor will owe the City all costs. The vendor may opt-out of the SUA program once, but then may not rejoin during the same contract term. **For more information about the SUA program or to enroll, send email to mailbox.sua@phoenix.gov.**

ATTACHMENT E - CONTRACTOR LICENSING REQUIREMENTS

(please complete and return with the submittal)

Offeror shall comply with all statutes and rules of the State of Arizona and the Registrar of Contractors. In accordance with A.R.S. § 32-1151, and unless otherwise exempted by A.R.S. § 32-1121, Offeror shall have the correct class of license as required by the Registrar of Contractors for the work specified, at the time of offer submission.

Offeror certifies possession of the following license:

Licensed Contractor's Name _____

Class _____

License Number. _____

Expiration Date _____

ATTACHMENT F

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER INELIGIBILITY
AND VOLUNTARY EXCLUSION**

(please sign and return with the submittal)

The prospective participant (Contractor for a federally funded project) certifies, by submission of this solicitation and certification, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. Where the prospective participant is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this solicitation.

THE PARTICIPANT (Contractor for a federally funded project), CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. 3801 ET SEQ. ARE APPLICABLE THERETO.

Authorized Official Name

Signature

Title of Authorized Official

Date

ATTACHMENT G

**CERTIFICATION OF PROPOSER'S INSURANCE AGENT REGARDING
PROPOSER'S ABILITY TO OBTAIN REQUIRED INSURANCE COVERAGE**

I hereby certify that my client, as identified below, will be able to meet all of the insurance requirements of **RFP-25-SID-0450**, and has been advised of any additional costs associated with doing so, and has agreed to obtain such coverages if selected as a successful offeror of the RFQu to which my client has responded:

Legal Name of Proposer: _____

Insurance Agency Name: _____

Address: _____

Phone: _____

Email: _____

Please identify which type of coverage your firm provides/will provide to the Proposer.
Check all that apply:

- Commercial General Liability

- Worker's Compensation and
Employer's Liability

Agent/Broker: _____
(Print/Type)

Agent/Broker: _____
(Signature)

Signature Date: _____



**ATTACHMENT H
CONFIDENTIAL INFORMATION FORM**

CITY OF PHOENIX

CONFIDENTIAL INFORMATION FORM

By checking this box, the Offeror acknowledges that they are not providing any information they declare to be confidential or proprietary.

If Offeror has submitted any information they declare to be confidential or proprietary, please describe below.

Page Title	Confidentiality and Proprietary Information

Note: use additional pages as necessary.

Print Name

Title

Authorized Signature

Date

ATTACHMENT I - OFFER

(please complete, sign, and return with the submittal)

TO THE CITY OF PHOENIX - The Undersigned hereby offers and agrees to furnish the material and or service(s) in compliance with all terms, conditions, specifications, and addenda issued as a result of a solicitation.

Arizona Sales Tax No. _____
 Use Tax No. for Out-of-State Suppliers _____
 City of Phoenix Sales Tax No. _____
 Arizona Corporation Commission File No. _____

Taxpayer's Federal Identification No.: If recommended for contract award, Offeror agrees to provide its federal taxpayer identification number or as applicable its social security number to the City of Phoenix for the purposes of reporting to appropriate taxing authorities, monies paid by the City of Phoenix under the awarded contract. If the Offeror provides its social security number, the City will only share this number with appropriate state and federal officials. This submission is mandatory under 26 U.S.C. § 6041A.

<p>Enter City's Registration System ID Number Located at City's eProcurement website (see SECTION 2 – INSTRUCTIONS - CITY'S REGISTRATION)</p>	
--	--

Offeror has read, understands, and will fully and faithfully comply with this solicitation, its attachments and any referenced documents. Offeror certifies that the prices offered were independently developed without consultation with any other Offeror or potential Offerors.

 Authorized Signature

 Date

 Print Name and Title
(President, Manager, Member)

 Offeror Legal Name and Company Type
(LLC, Inc., Sole Proprietor)

Street Address: _____
 City, State, Zip Code: _____
 Telephone Number: _____
 Email Address: _____

ATTACHMENT J - PLACE OF BUSINESS

(please complete and return with the submittal)

Bidder's place of business will be an award factor in order to minimize the City's transportation and handling costs. If additional service locations are available or if different from the address in the Offer Section, enter below:

**ATTACHMENT K
AUTHORITY TO SIGN DOCUMENTS
For Individual, Co-Partnership
Or Corporation**

To Whom It May Concern:

_____, does hereby designate and authorize _____, whose signature appears below, to

execute and sign on behalf of _____, the following documents as indicated by checks:
Contractor/Consultant/Company Name

- 1. The Contract
- 2. Amendments
- 3. Invoices
- 4. All other documents or forms submitted necessary to the execution of the contracted services.
- 5. All Four
(Please check one or more of the squares as applicable.)

The authority herein granted shall be and is hereby granted for the duration of Contract # _____ to provide _____ services or until express notice of revocation has been duly given in writing, whichever is the lesser period.

Dated this ____ day of _____, 2025.

By _____ (Signature of Officer) _____ (Title)

(Signature of Persons Authorized to Sign)

STATE OF ARIZONA)
COUNTY OF _____) SS.

This instrument was acknowledged before me this ____ day of _____, 20____
by _____
appearing before the undersigned Notary Public, and stated that he executed such instrument on behalf of said Individual, Co-Partnership, or Corporation for the purpose and consideration therein expressed.

My Commission Expires _____
(Notary Public)



**ATTACHMENT L
AFFIDAVIT OF LAWFUL PRESENCE BY MAIL
(ENGLISH)**

CITY OF PHOENIX

Your completion of this form is required by Arizona state law. A.R.S. §§ 1-501 and -502.

I, _____ (print full name exactly as on document), hereby affirm, upon penalty of perjury, that I have made a true and accurate copy of the document checked below, that I have attached that copy to this Affidavit for purposes of mailing both documents to the City, that I am lawfully present in the United States, and that I am the person stated on the document. *(select one category only)*

- Arizona driver license issued after 1996.
Print first four numbers/letters from

--	--	--	--

 license:

- Arizona non-operating identification license.
Print first four numbers/letters:

--	--	--	--

- Birth certificate or delayed birth certificate issued in any state, territory or possession of the United States.
Year of birth: _____; Place of birth: _____

- United States Certificate of Birth Abroad.
Year of birth: _____; Place of birth: _____

- United States Passport.
Print first four numbers/letters on Passport:

--	--	--	--

- Foreign Passport with United States Visa.
Print first four numbers/letters on Passport:

--	--	--	--

Print first four numbers/letters on Visa:

--	--	--	--

- I-94 Form with a photograph.
Print first four numbers on I-94:

--	--	--	--

- USCIS Employment Authorization Document

--	--	--	--

 (EAD).
Print first four numbers/letters on EAD:

--	--	--	--

or Perm. Resident Card (acceptable alternative):

--	--	--	--

- Refugee Travel Document.
Date of issuance: _____; Refugee country: _____

- U.S. Certificate of Naturalization.
Print first four digits of CIS Reg. No.:

--	--	--	--

Office Use Only	Employee Name:	Ref. No.:
Promptly report all observed violations of federal immigration law to: azicereport@dhs.gov		
<input type="checkbox"/> Reported violation (check if applicable and attach copy of email to this form)		

JHH/amt/#835519/

Rev. 12/2016 (JMK/lmg)

Solicitation Number:

Page



**ATTACHMENT L
AFFIDAVIT OF LAWFUL PRESENCE BY MAIL
(ENGLISH)**

CITY OF PHOENIX

- U.S. Certificate of Citizenship.
Date of issuance: _____; Place of issuance: _____

- Tribal Certificate of Indian Blood.
Date of issuance: _____; Name of tribe: _____

- Tribal or Bureau of Indian Affairs Affidavit of Birth.
Year of birth: _____; Place of birth: _____

- Signed: _____ Dated: _____

Office Use Only	Employee Name:	Ref. No.:
Promptly report all observed violations of federal immigration law to: azicereport@dhs.gov		
<input type="checkbox"/> Reported violation (check if applicable and attach copy of email to this form)		

JHH/amt/#835519/

Rev. 12/2016 (JMK/lmg)

ATTACHMENT M

PROPOSAL SUBMITTAL AFFIDAVIT

The undersigned Consultant hereby submits to the City of Phoenix (City) the enclosed proposal based upon all terms and conditions set forth in the City's Request for Proposals (RFP) and referenced materials. Consultant further specifically agrees hereby to provide services in the manner set forth in the proposal submitted by the Consultant.

The undersigned Consultant acknowledges and states, under penalty of perjury, as follows:

1. The City is relying on Consultant's submitted information and the representation that Consultant has the capability to successfully undertake and complete the responsibilities and obligations submitted in its proposal and in the resulting contract.
2. The City has the right to make any further inquiry it deems appropriate to substantiate or supplement information supplied by Consultant.
3. Consultant has read and fully understands all the provisions and conditions set forth in the RFP documents, upon which its proposal is based.
4. The forms and information requested in the RFP are complete and made part of the proposal. The City is not responsible for any Consultant errors or omissions.
5. This proposal may be withdrawn by requesting such withdrawal in writing at any time prior to the proposal deadline but may not be withdrawn after such date and time.
6. The City reserves the right to reject any and all proposals and to accept the proposal that, in its judgment, will provide the best quality development to the City.
7. This proposal is valid for a minimum of 120 days after the RFP proposal deadline.
8. All costs incurred by Consultant in connection with this proposal shall be borne solely by Consultant. Under no circumstances shall the City be responsible for any costs associated with Consultant's proposal or the RFP process.
9. Consultant has not in any manner, directly or indirectly, conspired with any person or party to unfairly compete or compromise the competitive nature of the RFP process.
10. The contents of this proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.

11. To the best of the Consultant's knowledge, the information provided in its proposal is true and correct and neither the undersigned Consultant nor any partner, corporate officer or managing employee have ever been convicted of a felony or a crime involving moral turpitude.

Signature(s)

Consultant's Contracting Entity (Legal Name¹): _____

¹The successful Consultant must be authorized to transact business in Arizona and be in good standing prior to contract award.

Printed Name of Authorized Representative*: _____

Title: _____

Business Mailing Address: _____

Telephone and Email Address: _____

Signature: _____

**Proposal must be signed by an individual authorized to contractually bind the Consultant.*

Name of Joint Venture Partner (if applicable): _____

Printed Name of Authorized Representative*: _____

Title: _____

Business Mailing Address: _____

Telephone and email Address: _____

Signature: _____

**Proposal must be signed by an individual authorized to contractually bind the joint venture partner.*



**SUBMITTALS – ATTACHMENT N
FINANCIAL RESPONSIBILITY QUESTIONNAIRE**

CITY OF PHOENIX
Public Transit Department
302 N. 1st Ave.
Phoenix, AZ 85003
PTDProcurement@phoenix.gov

This questionnaire must be submitted with Proposal documents. Failure to provide the completed questionnaire may cause rejection of the Proposal. All references and information must be current and traceable. If the Offeror is a Joint Venture, a separate form shall be prepared by each Joint Venture Partner.

Name of Offeror: _____

Principal Business Address: _____

Contact/Title: _____

Phone: _____ Email: _____

Website: _____ DUNS No. _____

How long has your organization been in business under present name? _____ years.

Describe your company's ability to meet the required delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.

Have you or your organization, or any officer or partner thereof, failed to complete a Contract?

No Yes. If yes, give details: _____

Is any litigation pending against your organization?

No Yes. If yes, give details: _____



**SUBMITTALS – ATTACHMENT N
FINANCIAL RESPONSIBILITY QUESTIONNAIRE**

CITY OF PHOENIX
Public Transit Department
302 N. 1st Ave.
Phoenix, AZ 85003
PTDProcurement@phoenix.gov

Identify your principal financial institution for financial responsibility reference:

Name of Bank: _____

Street Address: _____

City and State: _____

Telephone: _____ E-Mail: _____

Officer Familiar with Offeror's Account: _____

Cost Proposal Attachment O

OPTIONAL MEALS The City, at its discretion, may choose to seek alternative meal service options. Contractor may bid on any, all or none of the options listed below.	PRICE PER SERVICE
<u>Option A: Food Trucks</u> Contractor will solicit and arrange for a food truck to be available on site on the scheduled day of the event	\$
<u>Option B – Pop Up Café (or Catered events)</u> The City may host occasional pop-up cafes (or catered events) at the centers. Contractor may be asked to provide snacks, pastries and meal boxes equivalent to a congregate meal for the event (for example, a protein box with fruit, nuts, hardboiled egg and slice of cheese). No servers will be necessary for this type of event. The City provides coffee, cream, sugar, cups, napkins, stir sticks, plates, coffee lids and sleeves.	\$
<u>Option C – Private Pay Home Delivered Meals</u> The City may choose to oversee private pay options for residents who do not qualify for traditional Home Delivered Meals. If the City decides to engage in this program, the Contractor will prepare and deliver the meals to paying participants. Route sheets, meal tracking, and payments will be separate from Home Delivered Meals previously referenced in this solicitation.	\$
<u>Option D - Emergency Meals</u> The City may have need for emergency meals in the event of a natural disaster or other crisis requiring residents to be sheltered in City buildings and in need of meals.	\$

Cost Proposal Attachment O

Please provide your total cost per meal for each service year, including cost escalation.

YEAR 1

SENIOR MEAL SERVICES – CONGREGATE MEALS	PRICE PER MEAL
Rate for Congregate Meal with Choice A & B	\$
Rate for Congregate Meal - Chinese Menu	\$
Rate for Field Trip Box Lunches	\$
Rate for Special Event Menus/Holidays (Outside of holidays included in the scope)	\$
SENIOR MEAL SERVICES – HOME DELIVERED MEALS	PRICE PER MEAL
Rate of Home Delivered Meal with Delivery	\$

YEAR 2

SENIOR MEAL SERVICES – CONGREGATE MEALS	PRICE PER MEAL
Rate for Congregate Meal with Choice A & B	\$
Rate for Congregate Meal - Chinese Menu	\$
Rate for Field Trip Box Lunches	\$
Rate for Special Event Menus/Holidays (Outside of holidays included in the scope)	\$
SENIOR MEAL SERVICES – HOME DELIVERED MEALS	PRICE PER MEAL
Rate of Home Delivered Meal with Delivery	\$

Cost Proposal Attachment O

YEAR 3

SENIOR MEAL SERVICES – CONGREGATE MEALS	PRICE PER MEAL
Rate for Congregate Meal with Choice A & B	\$
Rate for Congregate Meal - Chinese Menu	\$
Rate for Field Trip Box Lunches	\$
Rate for Special Event Menus/Holidays (Outside of holidays included in the scope)	\$
SENIOR MEAL SERVICES – HOME DELIVERED MEALS	PRICE PER MEAL
Rate of Home Delivered Meal with Delivery	\$

YEAR 4

SENIOR MEAL SERVICES – CONGREGATE MEALS	PRICE PER MEAL
Rate for Congregate Meal with Choice A & B	\$
Rate for Congregate Meal - Chinese Menu	\$
Rate for Field Trip Box Lunches	\$
Rate for Special Event Menus/Holidays (Outside of holidays included in the scope)	\$
SENIOR MEAL SERVICES – HOME DELIVERED MEALS	PRICE PER MEAL
Rate of Home Delivered Meal with Delivery	\$

**Cost Proposal
Attachment O**

YEAR 5

SENIOR MEAL SERVICES – CONGREGATE MEALS	PRICE PER MEAL
Rate for Congregate Meal with Choice A & B	\$
Rate for Congregate Meal - Chinese Menu	\$
Rate for Field Trip Box Lunches	\$
Rate for Special Event Menus/Holidays (Outside of holidays included in the scope)	\$
SENIOR MEAL SERVICES – HOME DELIVERED MEALS	PRICE PER MEAL
Rate of Home Delivered Meal with Delivery	\$

OMB Approved No. 1505-0271
Expiration Date: November 30, 2021

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

Recipient name and address: [Recipient to provide]	DUNS Number: [Recipient to provide] Taxpayer Identification Number: [Recipient to provide] Assistance Listing Number: 21.027
---	--

Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

Recipient:

Authorized Representative:

Title:

Date signed:

U.S. Department of the Treasury:

Authorized Representative:

Title:

Date:

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

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

1. Use of Funds.
 - a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. Maintenance of and Access to Records
 - a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
 - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury’s implementing regulation at 31 C.F.R. Part 19.
 - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury’s implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.
11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
14. Debts Owed the Federal Government.
- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
 - b. Any debts determined to be owed the federal government must be paid promptly by

Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.