



**PROJECT: CC23-004  
DESIGN SERVICES FOR NEW POLICE DEPARTMENT STATION**

**August 2, 2022**

**ADDENDUM #2**

This Addendum constitutes additional information and serves to clarify questions and issues. This will be considered to be part of the City of Victorville "DESIGN SERVICES FOR PD STATION, Project CC23-004".

**STATEMENT: Due to the extensive changes and additions to the RFP, the submittal due date has been changed from August 31, 2022 to September 15, 2022 @ 2:00 P.S.T.**

- QUESTION:** Are there any mandatory licensing requirements for this opportunity?  
**ANSWER:** Any responding designer shall be, or employ, an engineer or architect licensed to practice in the State of California.
- QUESTION:** What is the expected budget for this project?  
**ANSWER: We don't have an engineer's estimate for this project.**
- QUESTION:** "The RFP instructions include the two statements below relating to surveys, soil tests, subsurface exploratory soil borings. Will a geotechnical engineer and civil engineer be engaged by the City of Victorville (Owner) for these services? Please the clarify the designer's scope of work relating to surveys and soils.

Page 15 - Section 3.1

The duties of the designer shall include, but need not be limited to: preparation of master plans, studies, surveys, soil tests, cost estimates or programs;

Page 16 - Phase I – Programming / Conceptual Plan Development / Due Diligence Activities

The following is a summary of the anticipated services of the Firm associated with this phase:

1. Provide subsurface exploratory soil borings on site to confirm subsurface conditions and provide design data for foundations."

**ANSWER:** The firm shall be responsible for conducting/providing any surveys and soil tests as deemed necessary for this project and should be included with their bid.

**ATTACHMENTS:**

- Changes/additions/deletions from the RFP
- E-1 CITY AWARD
- E-2 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS
- E-3 S/M/WBE AND LSA FIRM OUTREACH PLAN
- E-4 NONLOBBYING CERTIFICATION FOR FEDERAL CONTRACT

Should you have any questions, please contact Celeste Calderon, Finance , at (760) 955-5082, Fax (760) 269-0045, or email: [cmcalderon@victorvilleca.gov](mailto:cmcalderon@victorvilleca.gov)

**BIDDER ACKNOWLEDGEMENT**

Please confirm receipt of this Addendum #2, CC23-004, by attaching the signed acknowledgment to your bid proposal. **Failure to acknowledge receipt of this addendum may result in your proposal being rejected as non-responsive.** The undersigned acknowledges receipt of ADDENDUM #2:

Receipt acknowledged and conditions agreed to this \_\_\_\_\_ day of \_\_\_\_\_ 2022

Bidder: \_\_\_\_\_

By: \_\_\_\_\_

**CITY APPROVALS:**



\_\_\_\_\_  
 JOSEPH SLEGERS, BUILDING OFFICIAL

CITY OF VICTORVILLE, CALIFORNIA

**RFP FOR DESIGN SERVICES FOR NEW PD STATION  
PROJECT CC23-004**

**SECTION E - FEDERAL FUNDING/GRANT REQUIREMENTS RIDER**

1. Consultant is hereby advised and acknowledges that the Project, and any agreement or contract awarded pursuant to this RFP, is being funded in whole or in part with federal assistance under the American Rescue Plan Act (the “**ARPA**”) Pub. L. No. 117-2 (March 11, 2021); specifically, Sections 602 and 603 of the Social Security Act (the “**Act**”) as added by Section 9901 of the ARPA, which established the Coronavirus State and Local Fiscal Recovery Funds (the “**CSLFRF**”). Such funding is provided in accordance with and is subject to the terms and conditions of the CSLFRF financial assistance agreement between the U.S. Department of the Treasury (“**Treasury**”) and the City, signed May 11, 2021 (the “**City Award**”). The City Award is attached to this Section E as **ATTACHMENT E-1** and is expressly incorporated herein by reference.
2. For purposes of this Section E, the term “Contractor” shall mean and include “Consultant”.
3. By submitting a Proposal for the Project, Consultant agrees to comply with the laws, provisions, and regulations listed herein; all other applicable federal statutes, regulations, and executive orders; and to further provide for such compliance in any agreements/contracts it enters into with other parties (by inserting a provision into any subcontracts or subconsultant agreements making them subject to all of the provisions stipulated herein) for any work or services relating to the Project.
4. Consultant acknowledges and agrees that the provisions of this Section E and its attachments shall be annexed as an Exhibit and made part of its Agreement with the City in the event of an award.
5. The laws, provisions, and regulations relating to this Project and with which Consultant is required to comply, include without limitation, all of the following:
  - a. 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.
  - b. Federal regulations specified in the City Award, which include without limitation, the following:
    - (i) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, other than such provisions as Treasury may determine are inapplicable to the City 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.
    - (ii) Universal Identifier and System for Award Management (SAM), 2 CFR Part 25, pursuant to which the award term set forth in Appendix A to 2 CFR Part 25 is hereby incorporated by reference.

- (iii) Reporting Subaward and Executive Compensation Information, 2 CFR Part 170, pursuant to which the award term set forth in Appendix A to 2 CFR Part 170 is hereby incorporated by reference.
  - (iv) OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 CFR Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 CFR Part 180, subpart B) that the award is subject to 2 CFR Part 180 and Treasury's implementing regulation at 31 CFR Part 19. Contractor must complete the certification in **ATTACHMENT E-2** and comply with all provisions of said certification.
  - (v) Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 CFR Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
  - (vi) Governmentwide Requirements for Drug-Free Workplace, 31 CFR Part 20.
  - (vii) New Restrictions on Lobbying, 31 CFR Part 21, pursuant to the Byrd Anti-Lobbying Amendment (31 U.S.C. § 3152). See provisions in Subsection j.(ix) below for requirements and required certification.
  - (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 the Project and Consultant, including, 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 CFR Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance (see subdivision d, below for required assurances);
  - (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 CFR 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.

d. The Civil Rights Restoration Act of 1987 which require the following assurances:

- (i) Consultant ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
- (ii) Consultant acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Consultant shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Consultant understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Consultant's programs, services, and activities.
- (iii) Consultant agrees to consider the need for language services for LEP persons when Consultant develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.
- (iv) Consultant acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Consultant and Consultant's successors, transferees, and assignees for the period in which such assistance is provided
- (v) Consultant acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances (i)-(iv) above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Consultant the Consultant's sub-grantees, contractors, subcontractors, subconsultants, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying

benefits of; or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

e. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms, as set forth in 2 CFR Section 200.321.

- (i) If subcontracts are to be let, Consultant must take all affirmative steps pursuant to Section 200.321 to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible. Affirmative steps include:
  - A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
  - B. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
  - C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
  - D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
  - E. Using the services/assistance of the Small Business Administration (SBA), and the Minority Business Development Agency (MBDA) of the Department of Commerce
- (ii) If selected for award, Consultant must submit a Small and Minority Businesses, Women's Business Enterprise (S/M/WBE) and Local Surplus Area (LSA) Firm Outreach Plan attached hereto as **ATTACHMENT E-3** within 30 days of contract execution to the City for approval. The City will accept the S/M/WBE and LSA Firm Outreach Plan or offer recommendations to ensure S/M/WBE and LSA Firm Outreach Plan includes all necessary affirmative steps to meet the intent of 2 CFR § 200.321. Consultant shall revise its S/M/WBE Outreach Plan to incorporate City input as applicable. Upon the City's acceptance of the S/M/WBE and LSA Firm Outreach Plan, Consultant shall submit updates to the City quarterly. S/M/WBE and LSA Firm Outreach Plan update should include efforts taken within the period to assure that minority businesses, women's business enterprises, and labor surplus area firms were utilized when possible.

- f. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Consultant is encouraged to adopt and enforce on- the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
- g. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Consultant is encouraged to adopt and enforce policies that ban text messaging while driving, and Consultant should establish workplace safety policies to decrease accidents caused by distracted drivers.
- h. Conflict of Interest. By submitting a Proposal and executing an agreement with the City, Consultant certifies that it that it has disclosed to City any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant under the agreement or with respect to the funding thereof, in accordance with 2 CFR Part 200 (including 2 CFR Sections 200.112 and 200.318(c)). Consultant shall provide all additional information necessary for the City to fully assess and address such actual or potential conflict of interest and agrees to advise the City of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution the agreement. Consultant further agrees to complete any statements of economic interest if required by either CITY ordinance or State law and further certifies that it does not now have nor shall it acquire any financial or business interest that would conflict with the performance of services under the Agreement and does not know of any fact which constitutes a violation of any conflict of interest law, including Section 87100 et seq. or Section 1090 et seq. of the California Government Code.
- i. Records Retention and Access. Consultant certifies that it will comply with the records retention and access requirements detailed in 2 CFR § 200.334 and 200.337, as well as any additional requirements that may be imposed by the Act or Treasury regulations. Contractor further certifies that it will retain all records as required by 2 CFR § 200.334 for a period of three (3) years after it receives City notice that City has submitted final expenditure reports or quarterly or annual financial reports for the Project, as applicable, and all other pending matters are closed. Consultant acknowledges and agrees that the Treasury, Inspectors General, the Comptroller General of the United States, the City, or any of their authorized representatives, shall have the right of access to any documents, papers, or other records of Consultant which are pertinent to the Project by virtue of the Federal award by which it is funded, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to Consultant's personnel for the purposes of interview and discussion related to such documents. The provisions of this Section shall govern over any conflicting provisions in the Agreement.
- j. Federal contract provisions required by Appendix II to 2 CFR Part 200 (2 CFR § 200.327), as applicable:
  - (i) Remedies for Breach - Appendix II to Part 200, Subd. (A). The Terms and Conditions in Section C of the RFP, as well as the provisions of Section 43 of the Agreement provide remedies and penalties for breach of the Agreement.
  - (ii) Termination for Cause/Convenience - Appendix II to Part 200, Subd. (B). The Terms and Conditions in Section C of the RFP, as well as the provisions of Section

21 and 43 of the Agreement include remedies for breach and termination for cause and convenience.

- (iii) Equal Employment Opportunity - Appendix II to Part 200, Subd. (C). Except as otherwise provided under 41 CFR Part 60, if this Agreement meets the definition of a “federally assisted construction contract” in 41 CFR § 60-1.3, then Consultant shall comply with the following equal opportunity clause, in accordance with Executive Order 11246 of September 24, 1965 entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967 and implementation regulations at 41 CFR Chapter 60:

During the performance of this Agreement, Consultant agrees as follows:

A. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: 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 Consultant 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.

B. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

C. The Consultant will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Consultant's legal duty to furnish information.

D. The Consultant 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 Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The Consultant will comply with all provisions of Executive Order 1124 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The Consultant 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.

G. In the event of the Consultant's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The Consultant will include the portion of the sentence immediately preceding paragraph A and the provisions of paragraphs A through G 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 Consultant 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 Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Agreement.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will

otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

- (iv) Davis-Bacon and Copeland "Anti-Kickback" Act - Appendix II to Part 200, (Subd. (D)). Not applicable to the CSLRF (See Final Rule Guidance).
- (v) Contract Work Hours and Safety Standards Act – Appendix II to Part 200 (Subd. (E)). Applicable to all contracts in excess of \$100,000 that involve the employment of mechanics, laborers (including watchmen and guards (as defined by federal law and regulation), or construction work, but not to purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence).
  - A. Contractor and all subcontractors shall comply with the Contract Work Hours and Safety Standards Act, 40 USC 3701 through 3708 (including sections 3702 and 3704), as supplemented by Department of Labor regulations at 29 CFR Part 5, which are incorporated herein by this reference.
  - B. Contractor and all subcontractors shall 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 subject to conditions, as stated in the Act and regulations. No laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to health or safety.
- (vi) Rights to Inventions Made Under a Contract or Agreement - Appendix II to Part 200 (Subd. (F)). Contracts or agreements for the performance of experimental, developmental, or research work (meeting the definition of "funding agreements" (see 37 CFR Part 401)) shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any applicable implementing regulations.

- (vii) Clean Air Act and Federal Water Pollution Control Act - Appendix II to Part 200 (Subd. (G)).
- A. For all contracts in excess of \$150,000, Contractor agrees to comply with: (1) all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.; and (2) all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- B. Contractor further agrees to report each violation of the Clean Air Act and the Water Pollution Control Act to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- C. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.
- (viii) Debarment and Suspension - Appendix II to Part 200 (Subd. (H) and requirements and certification as specified in Subsection 5.b.(iv) of this Section E).
- (ix) Byrd Anti-Lobbying Amendment – Appendix II to Part 200 (Subd.(I)) and Subsection 5.b.(vii) of this Section E).
- A. Contractor, and each tier to the tier above, certifies that it will not and has not used federally 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 the making or obtaining of any federal contract, grant, or any other award covered by 31 U.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 who in turn will forward the certification(s) to the federal awarding agency.
- B. Contractor shall file the required certification, **ATTACHMENT E-4**, Certification Regarding Lobbying, attached hereto and incorporated herein, and shall obtain such certifications for all subcontracts in excess of \$100,000.
- (x) Procurement of Recovered Materials - Appendix II to Part 200 (Subd. (J) and 2 CFR § 200.323). Contractor shall 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. available at EPA's Comprehensive Procurement Guidelines webpage: <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

- (xi) Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment – Appendix II to Part 200 (Subd. (K) and 2 CFR § 200.26). Contractor is prohibited from obligating or expending loan or grant funds to:
- A. Procure or obtain;
  - B. Extend or renew a contract to procure or obtain; or
  - C. 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).
    - (1) 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).
    - (2) Telecommunications or video surveillance services provided by such entities or using such equipment.
  - D. 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.
- (xii) Domestic Preferences for Procurement – Appendix II to Part 200 Subd. (L) and 2 CFR § 200.322.
- A. As appropriate, and to the extent consistent with law, Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.
  - B. For purposes of this clause:

- (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 mean 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.

k. Whether or not expressly set forth herein, all contractual provisions and grant conditions or assurances required by Treasury (including as may be amended or promulgated from time to time) are hereby incorporated herein by reference. This Agreement may be amended to further incorporate and expressly state new, revised, and or subsequent contractual provisions or grant conditions as may be required by ARPA and/or Treasury. In the event of any conflict between any provision of the Agreement, this Exhibit, or any federal or Treasury term, condition, or requirement, the stricter standard shall apply. Consultant shall refer any inconsistency or perceived inconsistency between this Agreement and any federal requirement to City for guidance. Consultant shall not perform any act, fail to perform any act, or refuse to comply with any requests that would cause City to be in violation of any federal, ARPA, or Treasury term, condition, or requirement.

I have Read and acknowledged this **FEDERAL FUNDING/GRANT REQUIREMENTS RIDER**

\_\_\_\_\_  
Signature of Contractor/Consultant's Authorized Officer

\_\_\_\_\_  
Name and Title of Consultant's/Contractor's Authorized Officer

\_\_\_\_\_  
Date

The following Completed Attachments are included:

**E-2 - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS**

**E-3 - S/M/WBE AND LSA FIRM OUTREACH PLAN; and**

**E-4 - NONLOBBYING CERTIFICATION FOR FEDERAL CONTRACT**

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: City of Victorville 14343 Civic Dr Victorville, California, 92392-2399	DUNS Number: 093240653 Taxpayer Identification Number: 952235918 Assistance Listing Number: 21.019
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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.

DocuSigned by:  
Recipient:   
A10098C47B0D43B...

Authorized Representative: Keith Metzler

Title: City Manager

Date signed: 5/11/2021

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.

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

## **ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS**

### **ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the “Recipient”) provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient’s beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient’s program(s) and activity(ies), so long as any portion of the Recipient’s program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subsection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury’s implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury’s directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient’s programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

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Expiration Date: November 30, 2021

4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

*The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.*

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.
7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.
9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other

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agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that that they are effectively monitoring the civil rights compliance of sub-recipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient’s obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

City of Victorville  
\_\_\_\_\_

5/11/2021  
\_\_\_\_\_

Recipient

Date

DocuSigned by:  
*Keith C. Metzler*  
A10098C47B0D43B  
\_\_\_\_\_

Signature of Authorized Official

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 30 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.

## **ATTACHMENT E-2**

### **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS**

(Lower Tier refers to the agency or Contractor receiving Federal funds, as well as any subcontractors that the agency or Contractor enters into contract with using those funds)

As required by Executive Order 12549, Debarment and Suspension, and 31 CFR Part 19 and 2 CFR part 180, City may not enter into contract with any entity that is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal Government from participating in transactions involving Federal funds. Contractor is required to sign the certification below which specifies that neither Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal agency. It also certifies that Contractor will not use, directly or indirectly, any of these funds to employ, award contracts to, engage the services of, or fund any Contractor that is debarred, suspended, or ineligible under 31 CFR Part 19.

#### **Instruction for Certification**

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
2. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definition and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
4. The prospective lower tier participant agrees by submitting this agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
5. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

8. Except for transactions authorized under paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility an Voluntary Exclusion – Lower Tier Covered Transactions**

1. Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsifications or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for, or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with, commission of any of the offenses enumerated in paragraph 2 of this certification, and

4. Have not within a three-year period preceding this application/ proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

5. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation.

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Name (Typed)

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Title and Organization Name (Typed)

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Signature

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Date

**ATTACHMENT E-3**

**S/M/WBE AND LSA FIRM OUTREACH PLAN**

Project Number: \_\_\_\_\_

Consultant: \_\_\_\_\_

Submittal #: \_\_\_\_\_

In this section, the Consultant is to provide details regarding strategies and efforts made to solicit, engage and utilize small and minority businesses, women's business enterprises (S/M/WBE) and labor surplus area (LSA) firms to demonstrate responsiveness to 2 CFR § 200.321.

1. Identify the items of work made available to S/M/WBEs and LSAs. Provide a description of the work items, approximate dollar amount and the percentage of the total Contract value.

Description of Work Item	Contractor Normally Performs (Y/N)	Unbundled from Larger Scope (Y/N) If Yes, List Scope	Amount (\$)	Percentage of Contract

2. Describe the outreach efforts to identify S/M/WBEs and LSAs on this Agreement, list agencies/associations/databases consulted and the date, method and result of the outreach efforts (examples include but are not limited to: Small Business Administration, the Minority Business Development Agency, the Department of Commerce, minority business associates, Small Business Development Centers, DGS).

Agency/Association/ Chamber/Database Name	Contact Name	Method of Outreach (Fax, Email, Phone, etc.)	Date of Outreach	Response/Outcome

3. Describe the outreach efforts exerted to ensure that qualified S/M/WBEs and LSAs were solicited and had sufficient information about subcontracting opportunities on this Contract. Include the date and method of the outreach efforts.

S/M/WBE and LSA Firm Name	Contact Name/Title	Business Type (Small/Minority/Women)	Outreach Method (Fax, Email, Phone, etc.)	Initial Outreach Date	Follow-Up Date	Response/Interested in Bidding (Y/N)

4. Detail methods utilized to determine whether S/M/WBEs and LSAs were qualified:

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5. What approach was taken to arrange subcontracting work in a way that would encourage the participation of S/M/WBEs and LSAs on this Agreement. Provide examples of how delivery schedules, when permissible, were established in a way that would encourage participation by S/M/WBEs and LSAs.

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6. Identify any contractual requirements, incentives, or other measures your team utilized or considered utilizing on this Agreement to promote S/M/WBE and LSA assistance. This may include assistance in meeting insurance limits, bonding requirements, obtaining certifications or licenses that are appropriate in facilitating the type of work the S/M/WBEs and LSAs would be performing.

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**Note:** USE ADDITIONAL SHEETS NECESSARY TO DEMONSTRATE RESPONSIVENESS.

**ATTACHMENT E-4**

**NONLOBBYING CERTIFICATION FOR FEDERAL CONTRACT**

The undersigned certifies, to the best of his or her knowledge and belief, 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 Section 1352, Title 31, U.S. Code. 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.

\_\_\_\_\_  
Signature of Contractor/Consultant's Authorized Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title of Consultant's/Contractor's Authorized Officer

**Changes to make for Addendum No. 2 to RFP for NEW PD STATION – PROJECT NO. CC23-004**

1. Remove the Table of Contents (2 pages) and replace with the following:

**TABLE OF CONTENTS  
RFP FOR DESIGN SERVICES FOR NEW PD STATION  
PROJECT CC23-004**

This solicitation package includes the sections and subsections listed below. If any of these items are missing from your solicitation package, please notify the contact identified in Section A, paragraph C.

**SECTION A - REQUEST FOR PROPOSALS**

- A INTRODUCTION
- B SUBMITTAL LOCATION, CLOSING DATE AND TIME
- C INQUIRIES
- D SELECTION CRITERIA
- E SELECTION COMMITTEE

**SECTION B - TERMS AND CONDITIONS**

1. WAITING PERIOD
2. COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY INSURANCE
3. PROPOSAL INCLUSION
4. ADDITIONAL INSURED
5. MISTAKES IN PROPOSAL
6. PROPOSAL LABELING
7. PROPOSAL SUBMITTAL
8. PROPOSAL
9. TERM OF CONTRACT
10. CARE & CUSTODY
11. INTERPRETATION OF DOCUMENT
12. PROPOSAL FEE
13. PUBLIC RECORDS
14. CONTRACT EXECUTION
15. ACCEPTANCE AND PAYMENTS
16. FEDERAL, STATE, AND LOCAL LAWS
17. RETENTION OF AND ACCESS TO RECORDS
18. DRUG FREE WORKPLACE
19. AMERICANS WITH DISABILITIES
20. ORDER OF PRECEDENCE
21. CONFLICT OF INTEREST
22. RESERVED.
23. AFFIRMATIVE ACTION
24. INDEMNIFICATION
25. HIRING OF UNDOCUMENTED IMMIGRANTS
26. CITY BUSINESS LICENSE
27. TERMINATION FOR CONVENIENCE
28. TERMINATION FOR DEFAULT
29. PREVAILING WAGE
30. PROHIBITED INTEREST
31. OWNERSHIP OF MATERIALS & DOCUMENTS
32. CONFIDENTIALITY
33. AMENDMENT AND REQUESTS
34. NON-COMMITMENT OF THE CITY
35. GENERAL COMPLIANCE
36. NON-DISCRIMINATION CLAUSE & STATEMENT OF COMPLIANCE
37. PREVAILING WAGE

**TABLE OF CONTENTS**  
**RFP FOR DESIGN SERVICES FOR NEW PD STATION**  
**PROJECT CC23-004**

(continued)

**SECTION C - TECHNICAL PROVISIONS AND SCOPE OF SERVICES**

**SECTION D - FORMS**

SUBMISSION CERTIFICATION  
PROPOSAL SHEET  
CONSULTANT IDENTIFICATION  
CUSTOMER REFERENCE  
WORKERS' COMPENSATION CERTIFICATE  
SIGNATURE AUTHORIZATION  
NON-COLLUSION AFFIDAVIT  
EXCEPTIONS FORM  
ADDITIONAL INFORMATION  
SB 854 CERTIFICATION

**SECTION E - FEDERAL FUNDING/GRANT REQUIREMENTS RIDER**

ATTACHMENT E-1 – CITY AWARD  
ATTACHMENT E-2 - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY  
AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS  
ATTACHMENT E-3 - S/M/WBE AND LSA FIRM OUTREACH PLAN  
ATTACHMENT E-4 - NONLOBBYING CERTIFICATION FOR FEDERAL CONTRACT

**ATTACHMENT A**

SAMPLE CONSULTANT/PROFESSIONAL SERVICES AGREEMENT

**Changes to make for Addendum No. 2 to RFP for NEW PD STATION – PROJECT NO.  
CC23-004**

2. Delete Paragraph No. 21 “CONFLICT OF INTEREST” from Section B and replace it with the following:
  21. **CONFLICT OF INTEREST:** See the provisions of Subsection 1.h of the Federal Funding/Grant Requirements Rider in Section E
  
3. Delete Paragraph No. 22 “DISPUTES” from Section B and replace it with the following:
  22. **RESERVED.**
  
4. Delete Paragraph No. 24 “INDEMNIFICATION” from Section B and replace it with the following:
  24. **INDEMNIFICATION:**
    - a. Except as set forth in Subsection b of this Section and to the fullest extent permitted by law, Consultant shall immediately defend, indemnify, and hold harmless the City, its officers, employees, representatives, and agents (the “City Indemnitees”), from and against those actions, suits, proceedings, claims, demands, losses, costs, and expenses, including legal costs and reasonable attorneys’ fees, for any personal injuries, deaths, or property damage, including property owned by the City (collectively “Claims”) which may arise out of Consultant’s negligence or willful misconduct in the performance of the services described in this Agreement, unless such Claims are proven to be caused by the negligence or willful misconduct of the City Indemnitees.
  
    - b. The provisions of this Subsection b apply only in the event that Consultant is a design professional within the meaning of California Civil Code section 2782.8 (“Design Professional”). The term Design Professional, as defined in said section, is limited to licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors, and the business entities that offer such services in accordance with the applicable provisions of the California Business and Professions Code.
      - (1) Notwithstanding the provisions of Subsection a above, to the extent that the services to be provided under this Agreement are those of a Design Professional, Consultant’s duty to indemnify, hold harmless, and defend the City Indemnitees shall be limited to the extent that any Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, its officers, agents, employees or subconsultants in the performance of the services described in this Agreement.
  
      - (2) In no event shall the costs of defense charged to Consultant exceed the Consultant’s proportionate percentage of fault, except as otherwise set forth in said Civil Code section 2782.8, the provisions of which are incorporated into this Agreement by this reference. Nothing in this Subsection b shall be construed to require Consultant to provide indemnification for Claims caused by the active negligence or willful misconduct of the City Indemnitees.
  
    - c. The City does not and shall not waive any rights that it may have against Consultant under this Section, because of the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to this Agreement. The

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hold harmless and indemnification provisions of this Section shall apply regardless of whether said insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense described herein.

d. The obligation to indemnify and defend, as set forth in this Section is binding on the successors, assigns, or heirs of Consultant and shall survive the expiration or any early termination of this Agreement.

5. Delete Paragraph No. 35 “NON-DISCRIMINATION CLAUSES AND STATEMENT OF COMPLIANCE” from Section B and replace it with the following:

35. **NON-DISCRIMINATION CLAUSES AND STATEMENT OF COMPLIANCE**  
See the provisions of Subsection 5.d and 5.j.(iii) of the Federal Funding/Grant Requirements Rider in Section E.

6. Change the title of Section C on Page 10 of the RFP to read as follows:

CITY OF VICTORVILLE

**RFP FOR DESIGN SERVICES FOR NEW PD STATION  
PROJECT CC23-004**

**SECTION C – TECHNICAL PROVISIONS AND SCOPE OF SERVICES**

7. Change all references to “PROJECT CC33-004” in Section D to “PROJECT CC23-004”.
8. Remove the “Submission Certification” form (page 18 of the RFP) from Section D and replace it with the text on the following page:

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**CITY OF VICTORVILLE, CALIFORNIA  
SECTION D - FORMS  
RFP FOR DESIGN SERVICES FOR NEW PD STATION  
PROJECT CC23-004  
SUBMISSION CERTIFICATION**

I hereby submit to the City of Victorville the following bid proposal for work outlined in plans and specifications entitled “**DESIGN SERVICES FOR NEW PD STATION, CC23-004**”. All of the following documents (check below) are completed, fully executed, and included in my bid as required in the bid document:

- \_\_\_\_\_ Submission Certification
- \_\_\_\_\_ Proposal Sheet
- \_\_\_\_\_ Consultant Identification
- \_\_\_\_\_ Customer Reference
- \_\_\_\_\_ Worker’s Compensation Certification
- \_\_\_\_\_ Signature Authorization
- \_\_\_\_\_ Non-Collusion Declaration
- \_\_\_\_\_ Exceptions Form
- \_\_\_\_\_ Additional Information
- \_\_\_\_\_ SB 854 Certification
- \_\_\_\_\_ Acknowledgement Pages for all Addenda (if any)
- \_\_\_\_\_ Qualifications per Section C Scope of Work
- \_\_\_\_\_ Federal Funding/Grant Requirements Rider **and** Attachments E-2, and E-4 (E-3 due only after a contract is awarded and if subcontracts are to be let)

**Envelope #2 Cost Proposal Forms (in separate sealed envelope)**

My signature on this Submittal Certification is affirmation that all items listed above are fully completed and executed and are hereby submitted with the proposal as required. I understand that failure to complete and/or submit any of the required documents may be cause for rejection of my bid proposal.

\_\_\_\_\_  
Authorized Signature  
\_\_\_\_\_

\_\_\_\_\_  
Printed Name and Title  
\_\_\_\_\_

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Date Signed

Telephone Number

9. On the Workers' Compensation Certificate in Section D – Forms (page 23 of the RFP) change the reference to “SECTION D700 of the California Labor Code” to “SECTION 3700 of the California Labor Code”.
10. Remove the “**DEBARRED CERTIFICATION ACKNOWLEDGEMENT**” FORM (pages 29 and 30 of the RFP) from Section D.
  - a. Note: Attachment E-2 “**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS**” of new Section E - **FEDERAL FUNDING/GRANT REQUIREMENTS RIDER** will replace this form.
11. Insert the attached “**SECTION E - FEDERAL FUNDING/GRANT REQUIREMENTS RIDER**”, which includes Attachments E-1, E-2, E-3, and E-4, after Section D – Sample Forms.