

ATTACHMENT A

AMERICAN RESCUE PLAN ACT (ARPA) FUNDING PROVISIONS

A portion of this Agreement shall be funded by the Federal American Rescue Plan Act (ARPA) funds. To the extent applicable, the Contractor shall comply with the following provisions while performing services through this Agreement:

1. The Clean Air Act.

- 1.1 The CONTRACTOR/SUBRECIPIENT agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- 1.2 The CONTRACTOR/SUBRECIPIENT agrees to report each violation to the BALTIMORE COUNTY and understands and agrees that the BALTIMORE COUNTY will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.
- 1.3 The CONTRACTOR/SUBRECIPIENT agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funding.

2. Federal Water Pollution Control Act.

- 2.1 The CONTRACTOR/SUBRECIPIENT agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- 2.2 The CONTRACTOR/SUBRECIPIENT agrees to report each violation to the BALTIMORE COUNTY and understands and agrees that the BALTIMORE COUNTY will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.
- 2.3 The CONTRACTOR/SUBRECIPIENT agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funds.

3. Debarment and Suspension.

- 3.1 (Executive Orders 12549 and 12689) A contract award must not be made to parties listed on the government-wide exclusions in the System for Award Management ("SAM") and thus, ineligible to receive federal funds. Entity's contract must contain certification that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. Contractor

shall immediately provide the written notice to BALTIMORE COUNTY if at any time the Contractor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. Certification for Contracts, Grants, Loans, and Cooperative Agreements.

4.1 The undersigned certifies, to the best of his or her knowledge and belief, that:

- 4.1.1 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.
- 4.1.2 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.
- 4.1.3 The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
- 4.1.4 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.

By signing this certification, the undersigned represents his or her intention, and legal authorization to do so, and certifies and affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any.

Name

Date: _____

5. CERTIFICATION REGARDING SOLID WASTE DISPOSAL ACT STATEMENT.

5.1 I HEREBY AFFIRM THAT:

During the performance of this contract, agreement, loan, or sub-award pursuant to section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1975 (42 U.S.C. §6962(c)(3)(A)(i), Name of Contractor will: (1) Procure only items designated by the Environmental Protection Agency ("EPA") to contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level competition, if the purchase price of the items exceeds \$10,000, or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) Procure solid waste management services in a manner that maximizes energy and resource recovery; and (3) Establish an affirmative procurement program for the procurement of recovered materials as described in the EPA guidelines, requiring: (1) Preference program for purchasing designed items; (b) Promotion programs; (c) Procedures for obtaining estimates and certifications of recovered materials content and for verifying the estimates and certifications; and (d) Annual review and monitoring of the effectiveness of the program. 4 CFR Part 247.

5.2 ACKNOWLEDGMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the County and may be distributed to units of (1) Baltimore County; (2) the State of Maryland; (3) other counties or political subdivisions of the State of Maryland; (4) other states; and (5) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this application for sub-award shall be construed to supersede, amend, modify or waive, on behalf of Baltimore County, or the State of Maryland or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the Business with respect to (a) this Affidavit, (b) the sub-award, and (3) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Name of vendor

Date

6. Prohibition on certain telecommunications and video surveillance services or equipment.

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

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

7. Domestic Preferences for Procurements.

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all sub-awards including all contracts and purchase orders for work or products under this

award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

8. Conflict of Interest Policies.

8.1 The Federal awarding agency must establish conflict of interest policies for Federal awards. The non-Federal entity must disclose in writing any potential conflict of interest to the Federal Awarding agency or the pass-through entity (Baltimore County, Maryland).

9. Retention requirements for records.

9.1 Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a sub-recipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:

9.1.1 If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

9.1.2 When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

9.1.3 Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.

9.1.4 When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity.

9.1.5 Records for program income transactions after the period of performance.

In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

9.1.6 Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

9.2 ***If submitted for negotiation.*** If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.

9.3 ***If not submitted for negotiation.*** If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

10. Required Information for Pass-Through Entities.

10.1 This contract to Name of Contractor ("Contractor/Sub-recipient") constitutes a sub-award of federal financial assistance provided to Baltimore County, Maryland (the "County") by the U.S. Department of the Treasury ("Treasury") pursuant to Section 603(b) of the Social Security Act ("Act"), as added by Section 9901 of the American Rescue Plan Act ("ARPA"), Pub. L. No. 117-2 (March 11, 2021), 135 Stat. 4, 223–26. Contractor is a sub-recipient and the County is a pass-through entity for purposes of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards set forth at 2 C.F.R. Part 200. The following is provided to Contractor pursuant to 2 C.F.R. § 200.332(a)(1):

- Sub-recipient name (which must match the name associated with its unique entity identifier):

Name _____

- Sub-recipient's unique entity identifier: _____
- Federal Award Identification Number (FAIN): _____.
- Federal Award Date of award to the recipient by the Federal agency: _____

- Sub-award Period of Performance Start and End Date:

The performance period shall commence upon approval of this Agreement by the Baltimore County Council, and shall continue through one (1) year, (the initial term), at which time, the County may exercise its option to renew in accordance with Paragraph 3.2 of the Agreement.

- Sub-award Budget Period Start and End Date:

The sub-award budget period shall commence upon approval of this Agreement by the Baltimore County Council, and shall continue through December 31, 2024.

- Amount of Federal Funds Obligated by this action by the pass-through entity to the sub-recipient:

_____.

- Total Amount of the Federal Award committed to the sub-recipient by the pass-through entity:

- Name of Federal awarding agency: U.S. Department of Treasury.

- Name of pass-through entity: Baltimore County, Maryland

- Contact information for awarding official of pass-through entity:

Name: Kevin D. Reed, Director
Office of Budget and Finance

Telephone: 410-887-1570

Email: kdreed@baltimorecountymd.gov

- Assistance Listings number and Title (pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement):

- Identification of whether the award is R & D:

- Indirect cost rate for the Federal award (including if the de minimis rate is charged) per § 200.414: