**Exhibit \_\_\_\_**

**Requirements of Federal Funding Source – ARPA Revenue Loss Category Project**

**FUNDING SOURCE IDENTIFICATION**

**City: Mayor and City Council of Baltimore, through its Department of \_\_\_\_\_\_\_\_\_\_\_\_\_**

**Contractor/Consultant:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Contractor”)**

|  |  |  |  |
| --- | --- | --- | --- |
| **Source of Funding:** | **Federal – ARPA** | **Federal/State/City** | **Federal/State/City** |
| **Name of Awarding Agency:** | U.S. Department of Treasury |  |  |
| **Award Title:** | American Rescue Plan Act (“ARPA”) – Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Fund, which together make up the Coronavirus State and Local Fiscal Recovery Funds |  |  |
| **Assistance Listing Number:** | 21.027 |  |  |
| **City Award Identification Number:** |  |  |  |
| **Term of Contract:** |  |  |  |
| **Contract Amount:** | $ | $ | $ |
| **Cost Center:** |  |  |  |
| **Worktag:** |  |  |  |

1. The Contractor acknowledges that the funding of the Agreement, which this Exhibit is attached to, is from federal, state, and/or City funds, including but not limited to American Rescue Plan Act State and Local Fiscal Recovery Funds (“ARPA”). The Contractor shall comply with the requirements of the funding source, which includes but is not limited to ARPA as applicable to projects funded under the Revenue Loss category.

**Specific requirements of the funding source are incorporated herein, which include but are not limited to the following:**

* **Sections 602 and 603 of the Social Security Act, as added by Section 9901 of ARPA;**
* **Coronavirus State and Local Fiscal Recovery Funds Guidance on Recipient Compliance and Reporting Responsibilities, the most current version;**
* **Treasury’s Portal for Recipient Reporting State and Local Fiscal Recovery Funds, the most current version;**
* **Coronavirus State and Local Fiscal Recovery Funds Interim Final Rule 31 CFR Part 35 dated May 17, 2021;**
* **Coronavirus State and Local Fiscal Recovery Funds Final Rule 31 CFR Part 35 effective April 1, 2022;**
* **Coronavirus State and Local Fiscal Recovery Funds Frequently Asked Questions, the most current version (see FAQ 13.15 for additional information on revenue loss applicability); and**
* **2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, other than such provisions as the Treasury may determine are inapplicable to the SLFRF program and subject to such exceptions as may be otherwise provided by the Treasury.**

2. With respect to any conflict between the funding source requirements, this Exhibit, the terms of this Agreement, or the provisions of federal, state, or city law or regulation, and except as otherwise required under federal, state, or city law or regulation, the more stringent requirement shall control and shall amend the Agreement to the extent, and only to the extent, of the conflict.

3. **As applicable, the Contractor shall comply with the assurances and certifications, which are set forth below**.

4. The Contractor agrees to accept any additional conditions governing the use of funds or performance of programs as may be required by executive order, federal, state or local statute, ordinance, rule or regulation or by policy adopted or issued by the City, State, or Federal government.

5. The Contractor, by executing this Exhibit, hereby agrees and acknowledges that Contractor will reimburse the City in a sum equivalent to the amount of any disallowed expenditures in the event that the City, through audit exception or other action, determines that the Contractor’s expenditure of funds, performance of work or submittal of documentation of work performed under this Agreement, including but not limited to work performed by any subcontractor under the Agreement, was not performed in compliance with the Agreement, including this Exhibit or other applicable law. Further, the City reserves the right to set-off any reimbursement obligations owed to the City by Contractor under this provision against any request for payment under the Agreement. This reimbursement obligation will terminate upon the expiration of five (5) years after the expiration or termination of the Agreement.

**ASSURANCES AND CERTIFICATIONS**

1. **ASSURANCES**

In performing its responsibilities under this Agreement, the Contractor hereby assures that it will fully comply with the following provisions as applicable:

1. Shall comply with the requirements of section 602 and 603 of the Social Security Act, regulations adopted by the U.S. Department of Treasury pursuant to sections 602(f) and 603(f) of the Act, Coronavirus State and Local Fiscal Recovery Funds Final Rule, codified at 31 CFR Part 35, U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Fund Award Terms and Conditions, and guidance issued by Treasury regarding the foregoing, all of which are expressly incorporated herein by reference.
2. Shall comply 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 funds, 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.
3. 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). Contractor 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, Contractor shall
   1. 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, which may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Contractor’s programs, services, and activities under the Agreement.
   2. Consider the need for language services for LEP persons during development of applicable budgets and when conducting programs, services and activities under the Agreement. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on LEP, please visit <http://www.lep.gov>.
   3. Acknowledge and agree that compliance with this assurance constitutes a condition of continued receipt of federal financial assistance and is binding upon Contractor and Contractor’s successors, transferees and assignees for the period in which such assistance is provided.
4. Acknowledges and agrees that it must require any contractors, subcontractors, successors, transferees, and assignees to comply with the Assurances 2 and 3 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI between Contractor and its 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.*

1. Shall comply with 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.
2. Shall comply with OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement), 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.
3. Is encouraged to adopt and enforce on-the-job seat belt policies and programs for your employees when operating company-owned, rented or personally owned vehicles. (Increasing Seat Belt Use in the United States – Executive Order 13043, 62 FR 19217 (Apr. 18, 1997)).
4. Is encouraged to adopt and enforce policies that ban text messaging while driving, and to establish workplace safety policies to decrease accidents caused by distracted drivers (Reducing Text Messaging While Driving – Executive Order 13513, 74 FR 51225 (Oct. 6, 2009)).
5. Shall comply with all other applicable Federal, State, and City laws, executive orders, regulations and policies governing this Agreement.
6. Shall comply with all federal, state and local laws and regulations which prohibit recipients of federal funding from discriminating against individuals with disabilities; Applicable laws and regulations with which Contractor shall comply shall include, but are not limited to, the following: Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794) (24 CFR Parts 8‐9); Title II of the Americans with Disabilities Act of 1990.
7. Agrees and acknowledges that the Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the City, contractor, or any other party pertaining to any matter resulting from the Agreement.
8. Shall take all necessary affirmative steps to prevent conflicts of interest as required by the City’s conflict of interest policy, including but not limited to written disclosure to the City of any potential conflict of interest.
9. Shall comply with the City’s Prevailing Wage statute at Article 5, Subtitle 25, of the City Code.
10. Shall comply with generally applicable federal environmental laws and regulations, including but not limited to all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251 -1387). Violations must be reported to the City and the Regional Office of the Environmental Protection Agency.
11. Shall provide the Department of Treasury, Inspectors General, the Comptroller of the United States, City or any of their authorized representatives access to any documents, papers, or other records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions, and to allow such parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed and access to construction or work sites pertaining to the work being completed under the Agreement.
12. Shall comply with 2 C.F.R. 200.216 which provides that Recipients, such as the City, and subrecipients 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 of any system, where “covered telecommunications equipment” has the meaning provided in Public Law 115–232, section 889, including but not limited to telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); or 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.
13. The Contractor shall comply with the record retention requirements detailed in 2 CFR § 200.334. Financial records, supporting documents, statistical records, and all other records pertinent to the federal award must be retained for a period of five (5) years from the date of the completion of the project.
14. The Contractor shall comply with the access to records requirements detailed in 2 CFR § 200.337. The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the pass-through entity, or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the Contractor which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the Contractor's personnel for the purpose of interview and discussion related to such documents.

**B. CERTIFICATIONS**

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

As required by Executive Orders 12549 and 12689, the undersigned, on behalf of the Contractor, certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. Further, the undersigned agrees this is a covered transaction under 2 C.F.R. Part 180 and will, consequently, 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 Agreement is subject to 2 C.F.R. Part 180 and Treasury’s implementing regulation at 31 C.F.R. Part 19.

**2. FALSE STATEMENTS.**

The Contractor understands that making false statements or claims in connection with this contract 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.

**3. CERTIFICATION REGARDING LOBBYING.**

As required by Section 1352, Title 31 of the United States Code, and implemented for persons entering into a grant or cooperative agreement over $100,000, the undersigned, on behalf of the Contractor, 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 any 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 intending 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 of Lobbying Activities,” 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 $10,000.00 and not more than $100,000.00 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statement, apply to this certification and disclosure, if any.

**4. CERTIFICATION OF NON-DELINQUENCY OF FEDERAL DEBT.**

The undersigned, on behalf of the Contractor, certifies to the best of his or her knowledge and belief that the Contractor is not delinquent in the repayment of any Federal debt as required by 28 U.S.C.S. § 3201.

**5.** **PERIOD OF PERFORMANCE**

Notwithstanding any other expiration date provided in the Agreement, the period of performance for the City’s award as it relates to ARPA funding shall end on December 31, 2026. Any funds obligated after December 31, 2024 and expended after December 31, 2026 will not be ARPA funding and must come from a separate funding source or sources. Contractor acknowledges that failure to submit any documentation to the City (including but not limited to invoices, compliance reports, change orders, progress reports, or backup documentation supporting invoices) at least sixty days prior to any federal award deadline and/or failure to complete any activity required under the Agreement prior to the end of the period of performance of the federal award may result in loss of federal funds for the project and shall constitute an event of default under the Agreement.

*The undersigned of the Contractor further provides assurance that it will include the language of the above certifications in all subcontracts and that all subcontractors shall certify and disclose accordingly.*

*As the duly authorized representative of the Contractor, I hereby certify that the Contractor will comply with the requirements of this Exhibit including the above certifications and has the authority to enter into this Exhibit to the Agreement.*

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Signature of Authorized Representative Date

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Print Name and Title of Authorized Representative