

County Distribution Agreement - ARPA Funds

This County Distribution Agreement - ARPA Funds ("Agreement"), entered into on the date set forth below by and between the undersigned County, of the State of Missouri ("County"), and the undersigned Recipient ("Recipient") an entity which operates within said County (collectively the "Parties").

RECITALS

WHEREAS, on March 11, 2021, the American Rescue Plan Act ("ARPA") was signed into law by the President; and

WHEREAS, section 9901 of ARPA amended Title VI of the Social Security Act to add section 603 which established the Coronavirus Local Fiscal Recovery Fund for counties; and

WHEREAS, on May 10, 2021, the United States Department of Treasury ("Treasury") issued the Interim Final Rule, which took effect on May 17, 2021 and was open for public comment until July 16, 2021; and

WHEREAS, County has or will receive an allocation and distribution of Coronavirus Local Fiscal Recovery Funds pursuant to ARPA (the "ARPA Funds"); and

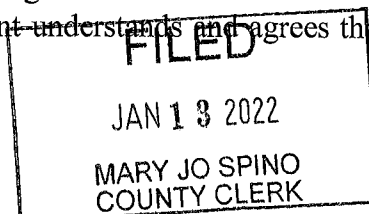
WHEREAS, Recipient has requested funds from the County to cover eligible uses and costs incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19), as set forth in the Application for County ARPA Funds, attached as Exhibit A ("Application") and incorporated herein by reference; and

WHEREAS, through said Application, Recipient has represented, warranted and attested to the County that it meets all requirements for receipt of a portion of the available funds (the "Funds") as described in said Application; and

WHEREAS, County has reviewed said Application and has authorized the distribution of ARPA funds pursuant to Ordinance 5579, dated December 6, 2021, incorporated herein by reference;

NOW THEREFORE, for and in consideration of the mutual covenants and agreements herein set forth, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereby enter into the following agreement:

1. Purpose. The purpose of this Agreement is to make an award ("Award") and distribution of funds from the County to Recipient for eligible uses, including to cover Recipient's costs and expenses incurred due to COVID-19 (the "Funds"). Recipient agrees the Funds shall be used only in compliance with section 603(c) of the Social Security Act, Treasury's regulations implementing that section, and guidance issued by Treasury. The Funds shall be used exclusively in accordance with the provisions contained in this Agreement in conformance with state and federal law and for no other purpose. Further, Recipient agrees that Funds shall be used exclusively for the purposes described in Exhibit B. Recipient understands and agrees that any



deviations from the use of Funds, as described in Exhibit B, and as approved in this Agreement must have prior approval from the County's County Administrator, which is subject to the sole and absolute discretion of the County Administrator.

2. Assistance Listing. The Assistance Listing Number is 21.027 for ARPA Funds (formerly known as CFDA Number).

3. Uniform Administrative Requirements. The Award and Funds which are the subject of the Agreement are generally subject to the requirements set forth in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements, 2 CFR Part 200 and Appendix II ("Uniform Guidance"), which are incorporated herein by reference as Appendix 1.

4. Funding Source; Publication. 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 SLFRP3406, awarded to Jackson County, Missouri, by the U.S. Department of the Treasury.

5. Representations and Warranties by Recipient. Recipient represents, warrants, and certifies that:

a. The undersigned individual has all necessary authority on behalf of the Recipient to request funds from the County from the allocation of funds to the County of ARPA Funds. Recipient represents and warrants that it has determined prior to engaging in any project using the Funds that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

b. Recipient understands and agrees that the County will rely on the representations, warranties, and certifications set forth in Exhibit A – Application for County ARPA Funds and this Agreement as material representations in awarding and making a payment of Funds to Recipient. Recipient affirms that the information set forth in the Application is true, complete and accurate and affirms the statements made in Exhibit A as of the date of this Agreement.

c. Recipient expressly represents and warrants that it is eligible to receive the Funds in accordance with state and federal law, and that the Funds will be used exclusively for lawful expenditures pursuant to the requirements of ARPA and specifically as described in Exhibits A and B and awarded in this Agreement.

d. Recipient represents, warrants and agrees that the proposed uses of the Funds provided as a payment shall be used only to cover those costs that: (i) were incurred during the period beginning on March 3, 2021 and ending December 31, 2024, for one or more of the purposes enumerated in section 603(c)(1) of the Social Security Act; (ii) the Recipient has or will incur an obligation with respect to the costs by December 31, 2024; (iii) that is either for: (a) the purpose of responding to the public health emergency or its negative economic impacts, (b) responding to workers performing essential work during

the COVID-19 public health emergency by providing premium pay to eligible workers, (c) providing government services to the extent of the reduction in the Recipient's general revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year of the Recipient prior to the emergency, or (d) to make necessary investments in infrastructure relating to clean water state revolving fund and drinking water state revolving fund investments, or broadband; and (iii) is not for: (a) deposit into any pension fund, (b) to directly or indirectly offset a reduction in the net tax revenue resulting from a covered change during the covered period, (c) use of ARPA funds as non-Federal match where prohibited, or (d) debt service, to satisfy a judgment or settlement, or to contribute to a "rainy day" fund.

e. Recipient agrees to comply with all other applicable Federal statutes, regulations, and executive orders and provide for compliance with ARPA, the Interim Final Rule issued by the Department of the Treasury as set forth in 31 CFR Part 35, any Final Rule issued by the Department of the Treasury, and any interpretive guidance by other parties in any agreements Recipient enters into with other parties relating to the ARPA Funds.

f. Recipient acknowledges, understands, and agrees that Funds provided as payment from the County to Recipient pursuant to this Agreement must adhere to official federal guidance issued or to be issued on what constitutes a necessary expenditure. Any funds expended by Recipient in any manner that does not adhere to official federal guidance shall be returned to the County.

g. Funds received pursuant to this Agreement shall not be used for expenditures for which Recipient has received any other emergency COVID-19 supplemental funding (whether state, federal or private in nature) for that same cost or expense.

h. Recipient may not use funds received pursuant to this Agreement to make a grant to any other local government, public entity, political subdivision, non-profit corporation, corporation, limited liability company, or other business entity, or individual unless: (1) the specific use of funds was expressly described in the Application set forth in Exhibit A, (2) except for uses approved by the County as set forth in Exhibit B, and (3) the funds awarded are used solely for necessary expenditures which satisfy the requirements set forth in paragraph 5.d. of this Agreement. Recipient is responsible for all documentation requirements set forth in this Agreement.

i. Recipient certifies by entering into this Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any federal or state department or agency. The term "principal" for purposes of this Agreement is defined as an officer, director, owner, partner, key employee or other person with primary

management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of Recipient.

j. Recipient agrees to promptly repay all funds paid to it under this Agreement should it be determined either that it was ineligible to receive the funds, or it made any material misrepresentation on Exhibit A.

k. Recipient certifies that the Funds shall not be used for any unlawful purpose, including but not limited to: (i) as a revenue replacement for lower than expected tax or other revenue collection; (ii) for expenditures for which Recipient is already receiving other emergency COVID-19 supplemental funding (whether state, federal or private in nature) for the same expense; or (iii) to engage in any other activity that is illegal under federal, state or local law.

l. Recipient understands and agrees that the County is under no obligation to distribute any additional funds other than identified in Exhibit B, even if Recipient believes circumstances have changed and Recipient requests additional funds.

6. Award and Distribution of Funds; Amount. Subject to the representations, warranties, covenants and agreements set forth in this Agreement, including the representations, warranties covenants, and agreements made by Recipient in the Application attached as Exhibit A, County agrees to distribute to Recipient the Funds ("Funds") in the amount of \$2,000,000.00 and for the purposes set forth and described in Exhibit B, subject to approval and execution of this Agreement. Recipient understands and agrees that the Funds will not be disbursed under this Agreement until such time as all required documentation is provided by Recipient, including supporting documents, and all required documents are approved and signed by Recipient and County. Recipient understands and acknowledges that all awards are subject to the availability of funds and any modifications or additional requirements that may be imposed by law. In the event of a change in ARPA or guidance issued by the United States Department of Treasury that affect the Decision and this Agreement, the obligations of the County under this Agreement may be terminated immediately.

7. Term. This Agreement shall commence on the last date set forth on the signature pages of this Agreement and shall remain in force and effect unless otherwise terminated as provided in this Agreement. Recipient must use the Funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024, subject to the requirements of paragraph 9, below.

8. Use of Funds. Recipient shall only use the Funds for the purposes and intended use of funds description set forth in the Application for County ARPA Funds set forth in Exhibit A, and as set forth in Exhibit B, and this Agreement. Recipient may only use Funds for the purposes set forth in Exhibit B. Modification of Recipient's purpose and intended use of funds shall require

prior written approval of the County's County Administrator. Recipient may not pay pre-award costs as defined in 2 C.F.R. § 200.458 from the Funds.

9. Unused Funds. Funds awarded and paid from the County to Recipient pursuant to this Agreement that are not obligated by December 31, 2024, shall be returned to the County on or before March 31, 2025, and any funds obligated by December 31, 2024, and not expended on or before September 30, 2026, shall be returned to the County on or before October 31, 2026.

10. Documentation and Reporting Use of Funds. Recipient agrees to comply with any reporting obligations established by Treasury as it relates to the ARPA Funds and to maintain the records necessary in order to comply with the requirements of ARPA; the requirements of the Interim Final Rule and, once issued, the Final Rule; the requirements of the Department of Treasury Compliance and Reporting Guidance, and shall maintain proper documentation supporting determinations of costs and applicable compliance requirements, and satisfaction of those requirements as part of award management, internal controls, and subrecipient oversight and management and to demonstrate that the Funds have been used in accordance with section 603 of the Social Security Act. Recipient agrees to utilize appropriate fund accounting, auditing, monitoring and such evaluation procedures as may be necessary to create, keep and maintain such records as the federal, state, and County may prescribe, and in order to assure fiscal control, proper management, and efficient disbursement of funds received under this Agreement.

Recipient shall maintain all books, records and other financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations and guidance, and federal reporting and audit-related requirements. Recipient shall make all books, records and other documents available at all reasonable times for inspection and copying by the County in order to ensure compliance with ARPA, U.S. Department of Treasury Guidance, the intended purposes of the Funds as set forth in Exhibit A and as modified in Exhibit B, audit requirements, and this Agreement. Copies of all records (including electronic records) shall be furnished to the County at no cost and upon request. Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives shall have the right of access to records (electronic or otherwise) of Recipient in order to conduct audits or investigations. Records shall be maintained by Recipient for a period of five (5) years after all Funds have been expended, or returned to the County or Treasury, whichever is later.

Recipient agrees to timely complete and submit any and all financial reports, as requested by the County. Failure by Recipient to timely submit Supporting Documentation may result in an Event of Default. The County may require Supporting Documentation furnished by the Recipient from time to time regarding the use of Funds with respect to the approved and necessary expenditures listed in the Application and Notice of Decision.

Recipient shall maintain, retain and provide documentation to County relating to the use of Funds upon request, including, but not limited to (collectively referred to as "Supporting Documentation"):

- a. Procurement and conflict of interest policies;
- b. Documentation of compliance with applicable procurement laws and requirements for Recipient;
- c. Publication and/or posting documentation relating to procurement;
- d. Requests for bids/requests for proposals/requests for qualifications;
- e. Estimates, quotes, bid responses, proposals, or statements of qualifications;
- f. Sales receipts and invoices;
- g. Contracts for the purchase of goods or services;
- h. Proof of evaluation and award (e.g., minutes, approval by authorized representative, etc.);
- i. Purchase orders, payment requests, or applications for payment;
- j. Proof of payment (e.g., cancelled checks, direct payment information, bank statements, credit card statements);
- k. Proof of delivery on goods (e.g., copies of packing slips or bills of lading);
- l. Proof of services rendered (e.g., statements confirming services provided by a vendor or contractor);
- m. Time sheets and other personnel information (e.g., wage rates, job duties, etc., if applicable);
- n. Direct solicitation lists (if applicable);
- o. Documentation of sole source procurement (if applicable);
- p. Bonding and insurance documents (if applicable)
- q. E-Verify documentation;
- r. Financial reports regarding the use of the Funds;

- s. Any other documents reasonably required by the County, its auditors, or the United States with respect to compliance with the requirements of ARPA and related guidance.

11. Compliance with Applicable Laws and Regulations.

a. Recipient shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are incorporated by reference. Failure to comply with any applicable requirements by Recipient shall be deemed a material breach of this Agreement. The enactment or modification of any applicable federal statute or the promulgation of rules or regulations thereunder after execution of this Agreement shall be reviewed by the County and Recipient to determine whether the provisions of this Agreement require formal modification.

b. Recipient agrees that it has, or at the appropriate time, will comply with all applicable bidding and procurement requirements pursuant to policy, local, state, or federal law regarding the use of the Funds and that Recipient has, or will provide all necessary Supporting Documentation evidencing compliance with bidding and procurement laws.

c. The Recipient and its agents shall abide by all applicable conflict of interest laws and requirements that apply to persons who have a business relationship with the County. If Recipient has knowledge, or would have acquired knowledge with reasonable inquiry, that a County officer, employee, or special appointee, has a conflict of interest, Recipient shall ensure compliance with all applicable disclosure requirements prior to the execution of this Agreement. If Recipient or its agents violate any applicable conflict of interest laws or requirements, the County may, in its sole discretion, terminate this Agreement immediately upon notice to Recipient.

d. Recipient understands and agrees to 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 must disclose in writing to Treasury or County, as appropriate, any potential conflict of interest affecting the Funds in accordance with 2 C.F.R. § 200.112.

e. Recipient certifies by entering into this Agreement that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments and taxes to the County, State of Missouri or federal government.

f. Recipient warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by any federal, state, or local government.

g. Recipient agrees to obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations with respect to uses of the Funds.

h. Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, shall apply to this award, including Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, other than such provisions as Treasury may determine are inapplicable and subject to such exceptions as may be provided by Treasury

i. 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 incorporated herein by reference.

j. 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 incorporated herein by reference.

k. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension, 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

l. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XIII to Part 200 is incorporated herein by reference.

m. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20 is incorporated herein by reference.

n. Restrictions on Lobbying, 31 C.F.R. Part 21 is incorporated herein by reference.

o. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 and implementing regulations is incorporated herein by reference.

p. Generally applicable federal environmental laws and regulations are incorporated herein by reference.

q. Recipient agrees to the Assurances of Compliance with Civil Rights Requirements, attached hereto and incorporated herein by reference as Appendix 2.

r. Recipient agrees to comply, as applicable, with requirements of the Hatch Act, 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 the federal assistance which is the subject of this Agreement.

s. Recipient is encouraged to adopt and enforce on-the-job seat belt policies and programs for its employees when operating owned, rented, or personal vehicles.

t. Recipient is encouraged to adopt and enforce policies that ban text message while driving, and to establish workplace safety policies to decrease accidents caused by distracted drivers.

12. Debarment and Suspension. Recipient certifies by entering into this Agreement that it is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any federal agency or by any department, agency or political subdivision of the State of Missouri. The term “principal” for purposes of this Agreement means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of Recipient.

13. Events of Default and Remedies. The occurrence of any one or more of the following events shall constitute an “Event of Default” under this Agreement, provided, that if any such Event of Default is capable of being cured, such Event of Default shall not be deemed to be an Event of Default unless Recipient fails to cure such Event of Default within the time period specified below following receipt of written notice from County notifying Recipient of such Event of Default (each, a “Cure Period”):

a. False Statement. Any statement, representation or warranty by Recipient contained in the Application or Supporting Documents, in any funding request, this Agreement, or any other document submitted to the County related to this Agreement which is determined to be false, contains a material misrepresentation, or is misleading, as determined by the County, its auditors, or the federal government.

b. Failure to Comply with Applicable Laws. Recipient fails to comply with or satisfy any of the requirements described in paragraph 27.

c. Failure to Perform; Breach. Recipient fails to perform or breaches any obligation or requirement of this Agreement, or makes an unauthorized use of the Funds, including, by way of example, but not limited to:

i. Use of Funds that are different than the Purpose and Intended Use of Funds as detailed in Exhibit A, Application for County ARPA Funds, or Exhibit B;

ii. Use of Funds for a purpose not described in Exhibit A, and not set forth in Exhibit B, even for purposes that might otherwise be considered an eligible use of funds had the use been approved by County;

iii. Use of Funds for a purpose described in Exhibit A, but not set forth in Exhibit B;

iv. Use of Funds for purposes that are not necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) pursuant to the requirements of ARPA;

v. Use of Funds for costs incurred outside the time period of March 1, 2021, through December 31, 2024; or

vi. Failure to return funds that have not been obligated by December 31, 2024, by March 31, 2025.

vii. Failure to refund funds that have been obligated by December 31, 2024, but that have not been expended on or before September 30, 2026, by October 31, 2026.

d. Failure to Provide Supporting Documents and Information. Recipient fails to provide Supporting Documentation, including, but not limited to financial reports, books, records, and other documents reasonably required by the County relating to the subject matter of this Agreement, subject to a ten (10) day Cure Period.

e. Voluntary or Involuntary Insolvency. Recipient: (i) files or has filed against it a petition for relief, reorganization or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law; (ii) makes an assignment for the benefit of its creditors; (iii) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers, or a court or government authority enters an order appointing a custodian, receiver, trustee, or other officer with similar powers, and such order is not vacated within ten (10) days; (iv) has an order entered against it for relief or approving a petition for relief, reorganization or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law, and such order is not vacated within ten (10) days; or (v) has an order entered dissolving, winding-up or liquidating Recipient.

f. Determination regarding ARPA. Use of the Funds for purposes that are determined not to be eligible, compliant with, or used in a manner consistent with the requirements of section 603 of the Social Security Act, as determined by the County, an independent auditor, the United States Department of Treasury, or other agency charged with evaluating compliance with the requirements of ARPA, including the review and evaluation of internal controls, monitoring and management, and audit requirements.

g. Recoupment Request or Demand to County. A request or demand is made to the County by an independent auditor or the United States to repay any of the Funds awarded to Recipient, subject to a determination by the County of the correctness and appropriateness of the request or demand. In such event, County shall provide written notice to the Recipient of the nature and extent of the request or demand, and, subject to the obligations of Recipient pursuant to paragraph 12, County and Recipient may mutually agree to the appropriate course of action under the circumstances.

h. Other Breach. The breach of any other material term or condition of this Agreement.

14. Remedies Upon Event of Default. Upon and during the continuance of an Event of Default, County may take any of the following actions, individually or in combination with any

other remedy available hereunder or under applicable laws, rules and regulations. The remedies contained herein are in addition to all other remedies available to County at law or in equity by statute or otherwise and the exercise of any such remedy shall not preclude or in any way be deemed to waive any other remedy.

a. Termination. County may terminate this Agreement and the Notice of Decision by giving a written termination notice to Recipient ("Termination Notice") and, on the date specified in such notice, all rights (but not the obligations) of Recipient under this Agreement shall terminate. Upon termination of this Agreement, County shall have no further obligation to disburse Funds to Recipient, whether or not the entire amount of Funds have been disbursed to Recipient.

b. Withholding of Funds. County may withhold all or any portion of Funds not yet disbursed pursuant to this Agreement or any other agreement with Recipient, regardless of whether Recipient has previously submitted an Application or whether County has approved a disbursement of Funds requested in any Application or funding request, or regardless of whether County has issued a Notice of Decision in favor of Recipient.

c. Offset. County may offset against all or any portion of undisbursed Funds to Recipient or against any amount or payment due to Recipient under any other statutory provision or agreement between Recipient and County an amount equal the amount of Funds related to the Event of Default. In the event Recipient maintains an ad valorem real estate and/or personal property tax levy in the County, and there exists an Event of Default, Recipient consents to and agrees that as a condition of the award of and payment of Funds pursuant to this Agreement, County shall have the right, but not the obligation, to withhold from ad valorem real estate and/or personal property tax collections an amount that is equal to the Funds which are the subject of the Event of Default. In such event, County shall provide written notice to Recipient of the intent to offset ("Offset Notice").

d. Repayment of Funds. County may demand the immediate return of any previously disbursed Funds that have been claimed, received, expended, or used by Recipient in breach of the terms of this Agreement or that are the subject of an Event of Default, together with interest thereon from the date of disbursement at the interest rate set forth in subparagraph f, or the maximum rate permitted under applicable law ("Repayment Notice"). Recipient agrees to repay all Fund amounts which are the subject of a Repayment Notice within thirty (30) days.

e. Attorneys' Fees. If any legal action or other proceeding is brought for the enforcement of this Agreement by County, or because of an Event of Default, if the County is the substantially prevailing party, the County shall be entitled to recover reasonable attorneys' fees, litigation expenses, and other costs incurred in the action or proceeding, in addition to any other relief to which it may be entitled.

f. Interest. For any amount of Funds which are the subject of an Event of Default, Recipient shall be obligated to pay interest at the rate of 18% per annum, or the maximum rate permitted under applicable law, calculated from the date of disbursement to Recipient to the date the Funds are repaid to the County.

g. False Statements. Making false statements or claims in connection with this award constitutes a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participation in federal awards or contracts, and any other remedy available by law.

h. Other 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, County and Treasury may impose additional conditions on the receipt of 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.

15. Funding Termination. If prior to the disbursement of Funds to Recipient, the Funds shall become unavailable for any or no reason, this Agreement shall terminate.

16. Governing Law. This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Missouri without regard to its conflict of laws rules. Suit, if any, must be brought in the Circuit Court of the County in which the Notice of Decision was issued.

17. Discrimination.

a. Recipient agrees to comply with Title VI of the Civil Rights Act of 1964 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.

b. Recipient agrees to comply with the requirements of the Fair Housing Act, Title VII of the Civil Rights Act of 1968 which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.

c. Recipient agrees to comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.

d. Recipient agrees to comply with the requirements of the Age Discrimination Act of 1975, as amended 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.

e. Recipient agrees to comply with Title II of the Americans with Disabilities Act of 1990, as amended, 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.

18. Whistleblower Protection. Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the following persons or entities, 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 or grant: (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 County, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct. Recipient shall inform its employees in writing of the rights and remedies provided under this section, the predominant native language of the workforce.

19. No Assignment. This Agreement and all rights, privileges, duties and obligations of Recipient hereto shall not be assigned or delegated by Recipient. Recipient is expressly prohibited from distributing the Funds to any other entity without the express written approval from County.

20. Indemnification. Recipient agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless County, its office holders, employees, and agents, from and against any and all claims, liabilities, losses and expenses (including reasonable attorney's fees) directly, indirectly, wholly or partially arising from or in connection with any act or omission of Recipient, its officers, directors, employees or agents, or any other person affiliated with Recipient in applying for or accepting the Funds, in the use or expenditure of the Funds, or any other matters arising out of or relating to the Application, the Notice of Decision, or this Agreement.

21. No Agency. Recipient is solely responsible for all uses, expenditures, and activities supported by the Funds. Nothing contained in this Agreement shall be construed so as to create a partnership, agency, joint venture, employment, or any other type of relationship. Recipient shall not represent itself as an agent of the County for any purpose and acknowledges that it does not have authority to bind the County in any manner whatsoever.

22. Notice to Parties. Whenever any notice, statement or other communication is required under this Agreement, it will be sent by first class U.S. mail service to the address listed for County or Recipient, respectively, set forth in the signature page to this Agreement.

23. Captions. The captions in this Agreement are inserted only for the purpose of convenient reference and shall not be construed to define, limit or prescribe the scope or intent of this Agreement or any part thereof.

24. Entire Agreement. Recipient acknowledges and agrees that this Agreement represents the entire agreement between Recipient and County with respect to the subject matter addressed herein. The terms of this Agreement may be modified only by a writing signed by duly authorized representatives of both parties.

25. Authority. The undersigned persons signing this Agreement on behalf of Recipient and County represent and warrant that the appropriate governing body, board, or person has authorized and approved this Agreement and the undersigned persons have the requisite legal authority and power to execute this Agreement, and to bind the respective party to the obligations contained herein. This Agreement constitutes a valid and binding obligation of Recipient, enforceable against Recipient in accordance with its terms. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of Recipient or County, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face hereof.

26. Employment of Unauthorized Aliens. Pursuant to §285.530, RSMo., Recipient assures that it does not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri.

27. Other Financial Assistance. The Fund payments which are the subject of this Agreement shall be considered "other financial assistance" pursuant to 2 C.F.R. § 200.40.

28. Federal Financial Assistance. The Fund payments which are the subject of this Agreement are considered federal financial assistance subject to the Single Audit Act, 31 U.S.C. §§ 7501-7507, and the related provisions of the Uniform Guidance, 2 C.F.R. §203 regarding internal controls; §§200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements, the requirements of which are incorporated herein by reference as though fully set forth herein.

29. Incorporation of ARPA Requirements. The following provisions and requirements are incorporated into this Agreement by reference, as though fully set forth herein:

- a. Section 603 of the Social Security Act, as added by section 9901 of ARPA, which established the Coronavirus Local Fiscal Recovery Fund ("ARPA");

- b. United States Department of Treasury, Interim Final Rule, 31 CFR 35, Federal Register, Vol. 86, No. 93;
- c. Any Final Rule issued by United States Department of Treasury;
- d. United States Department of Treasury, Coronavirus State and Local Fiscal Recovery Funds, Frequently Asked Questions, updated November 15, 2021;
- e. United States Department of Treasury, Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds, updated September 30, 2021;
- f. United States Department of Treasury, Treasury's Portal for Recipient Reporting, State and Local Fiscal Recovery Funds, updated August 9, 2021;
- g. Any and all subsequent guidance issued by the United States, including the Department of Treasury or other federal agencies relating to ARPA.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the undersigned date.

JACKSON COUNTY

By: _____

Date: _____

Name: Frank White, Jr.
Title: County Executive

Approved as to Form:

Address: 415 E 12th Street, 2nd Floor
Kansas City, MO 64106

Bryan Covinsky, County Counselor

Attest:

Mary Jo Spino, Clerk of the County Legislature

RECIPIENT, METROPOLITAN COMMUNITY COLLEGE, KANSAS CITY

I certify under the penalties of perjury set forth in Section 575.040, RSMo., that I have read the above Agreement and my statements contained herein are true and correct to the best of my knowledge.

By: _____

Date: _____

Name: Kimberly Beatty

Title: Chancellor

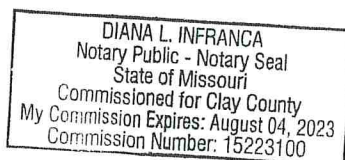
Address: Metropolitan Community College, Kansas City
3200 Broadway
Kansas City, MO 64111

Subscribed and sworn to before me this 10 day of January, 2022.

Diana L. Infranca

Notary Public

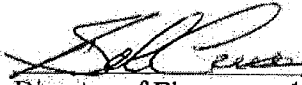
My Commission Expires: 08-04-2023



REVENUE CERTIFICATE

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury from which payment is to be made, each sufficient to meet the obligation of \$2,000,000.00 which is hereby authorized.

1-12-2022
Date


Director of Finance and Purchasing
Account No. 050-7801-56070

CT 780121001 MR

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Procurement Standards

2 C.F.R. § 200.317

§ 200.317 Procurements by states.

Effective: November 12, 2020

Currentness

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

SOURCE: Section also affected by: 69 FR 26280, May 11, 2004; 78 FR 78608, Dec. 26, 2013; Section also affected by: 78 FR 78608, Dec. 26, 2013; 85 FR 49543, Aug. 13, 2020, unless otherwise noted.

AUTHORITY: 31 U.S.C. 503

Current through December 17, 2021; 86 FR 71792.

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Procurement Standards

2 C.F.R. § 200.318

§ 200.318 General procurement standards.

Effective: February 22, 2021

Currentness

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

(b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(c)(1) The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

(2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

(d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services. Competition requirements will be met with documented procurement actions using strategic sourcing, shared services, and other similar procurement arrangements.

(f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also § 200.214.

(i) The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to, the following: Rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(j)(1) The non-Federal entity may use a time-and-materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time-and-materials type contract means a contract whose cost to a non-Federal entity is the sum of:

(i) The actual cost of materials; and

(ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

(2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

(k) The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

Credits

[86 FR 10440, Feb. 22, 2021]

SOURCE: Section also affected by: 69 FR 26280, May 11, 2004; 78 FR 78608, Dec. 26, 2013; Section also affected by: 78 FR 78608, Dec. 26, 2013; 85 FR 49543, Aug. 13, 2020, unless otherwise noted.

AUTHORITY: 31 U.S.C. 503

Notes of Decisions (2)

Current through December 17, 2021; 86 FR 71792.

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Procurement Standards

2 C.F.R. § 200.319

§ 200.319 Competition.

Effective: November 12, 2020

Currentness

(a) All procurement transactions for the acquisition of property or services required under a Federal award must be conducted in a manner providing full and open competition consistent with the standards of this section and § 200.320.

(b) In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

(1) Placing unreasonable requirements on firms in order for them to qualify to do business;

(2) Requiring unnecessary experience and excessive bonding;

(3) Noncompetitive pricing practices between firms or between affiliated companies;

(4) Noncompetitive contracts to consultants that are on retainer contracts;

(5) Organizational conflicts of interest;

(6) Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and

(7) Any arbitrary action in the procurement process.

(c) The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(d) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

(1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a “brand name or equivalent” description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and

(2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(e) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.

(f) Noncompetitive procurements can only be awarded in accordance with § 200.320(c).

SOURCE: Section also affected by: 69 FR 26280, May 11, 2004; 78 FR 78608, Dec. 26, 2013; Section also affected by: 78 FR 78608, Dec. 26, 2013; 85 FR 49543, Aug. 13, 2020, unless otherwise noted.

AUTHORITY: 31 U.S.C. 503

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Procurement Standards

2 C.F.R. § 200.320

§ 200.320 Methods of procurement to be followed.

Effective: November 12, 2020

Currentness

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

(a) Informal procurement methods. When the value of the procurement for property or services under a Federal award does not exceed the simplified acquisition threshold (SAT), as defined in § 200.1, or a lower threshold established by a non-Federal entity, formal procurement methods are not required. The non-Federal entity may use informal procurement methods to expedite the completion of its transactions and minimize the associated administrative burden and cost. The informal methods used for procurement of property or services at or below the SAT include:

(1) Micro-purchases—

(i) Distribution. The acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (See the definition of micro-purchase in § 200.1). To the maximum extent practicable, the non-Federal entity should distribute micro-purchases equitably among qualified suppliers.

(ii) Micro-purchase awards. Micro-purchases may be awarded without soliciting competitive price or rate quotations if the non-Federal entity considers the price to be reasonable based on research, experience, purchase history or other information and documents it files accordingly. Purchase cards can be used for micro-purchases if procedures are documented and approved by the non-Federal entity.

(iii) Micro-purchase thresholds. The non-Federal entity is responsible for determining and documenting an appropriate micro-purchase threshold based on internal controls, an evaluation of risk, and its documented procurement procedures. The micro-purchase threshold used by the non-Federal entity must be authorized or not prohibited under State, local, or tribal laws or regulations. Non-Federal entities may establish a threshold higher than the Federal threshold established in the Federal Acquisition Regulations (FAR) in accordance with paragraphs (a)(1)(iv) and (v) of this section.

(iv) Non-Federal entity increase to the micro-purchase threshold up to \$50,000. Non-Federal entities may establish a threshold higher than the micro-purchase threshold identified in the FAR in accordance with the requirements of this section. The non-Federal entity may self-certify a threshold up to \$50,000 on an annual basis and must maintain documentation to be made available to the Federal awarding agency and auditors in accordance with § 200.334. The self-certification must include a justification, clear identification of the threshold, and supporting documentation of any of the following:

(A) A qualification as a low-risk auditee, in accordance with the criteria in § 200.520 for the most recent audit;

(B) An annual internal institutional risk assessment to identify, mitigate, and manage financial risks; or,

(C) For public institutions, a higher threshold consistent with State law.

(v) Non-Federal entity increase to the micro-purchase threshold over \$50,000. Micro-purchase thresholds higher than \$50,000 must be approved by the cognizant agency for indirect costs. The non-federal entity must submit a request with the requirements included in paragraph (a)(1)(iv) of this section. The increased threshold is valid until there is a change in status in which the justification was approved.

(2) Small purchases—

(i) Small purchase procedures. The acquisition of property or services, the aggregate dollar amount of which is higher than the micro-purchase threshold but does not exceed the simplified acquisition threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources as determined appropriate by the non-Federal entity.

(ii) Simplified acquisition thresholds. The non-Federal entity is responsible for determining an appropriate simplified acquisition threshold based on internal controls, an evaluation of risk and its documented procurement procedures which must not exceed the threshold established in the FAR. When applicable, a lower simplified acquisition threshold used by the non-Federal entity must be authorized or not prohibited under State, local, or tribal laws or regulations.

(b) Formal procurement methods. When the value of the procurement for property or services under a Federal financial assistance award exceeds the SAT, or a lower threshold established by a non-Federal entity, formal procurement methods are required. Formal procurement methods require following documented procedures. Formal procurement methods also require public advertising unless a non-competitive procurement can be used in accordance with § 200.319 or paragraph (c) of this section. The following formal methods of procurement are used for procurement of property or services above the simplified acquisition threshold or a value below the simplified acquisition threshold the non-Federal entity determines to be appropriate:

(1) Sealed bids. A procurement method in which bids are publicly solicited and a firm fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bids method is the preferred method for procuring construction, if the conditions.

(i) In order for sealed bidding to be feasible, the following conditions should be present:

(A) A complete, adequate, and realistic specification or purchase description is available;

(B) Two or more responsible bidders are willing and able to compete effectively for the business; and

(C) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(ii) If sealed bids are used, the following requirements apply:

(A) Bids must be solicited from an adequate number of qualified sources, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;

(B) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;

(C) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;

(D) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

(E) Any or all bids may be rejected if there is a sound documented reason.

(2) Proposals. A procurement method in which either a fixed price or cost-reimbursement type contract is awarded. Proposals are generally used when conditions are not appropriate for the use of sealed bids. They are awarded in accordance with the following requirements:

(i) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Proposals must be solicited from an adequate number of qualified offerors. Any response to publicized requests for proposals must be considered to the maximum extent practical;

(ii) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and making selections;

(iii) Contracts must be awarded to the responsible offeror whose proposal is most advantageous to the non-Federal entity, with price and other factors considered; and

(iv) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby offeror's qualifications are evaluated and the most qualified offeror is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms that are a potential source to perform the proposed effort.

(c) Noncompetitive procurement. There are specific circumstances in which noncompetitive procurement can be used. Noncompetitive procurement can only be awarded if one or more of the following circumstances apply:

(1) The acquisition of property or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (see paragraph (a)(1) of this section);

(2) The item is available only from a single source;

(3) The public exigency or emergency for the requirement will not permit a delay resulting from publicizing a competitive solicitation;

(4) The Federal awarding agency or pass-through entity expressly authorizes a noncompetitive procurement in response to a written request from the non-Federal entity; or

(5) After solicitation of a number of sources, competition is determined inadequate.

SOURCE: Section also affected by: [69 FR 26280](#), May 11, 2004; [78 FR 78608](#), Dec. 26, 2013; Section also affected by: [78 FR 78608](#), Dec. 26, 2013; [85 FR 49543](#), Aug. 13, 2020, unless otherwise noted.

AUTHORITY: [31 U.S.C. 503](#)

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Procurement Standards

2 C.F.R. § 200.321

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

Effective: November 12, 2020

Currentness

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

SOURCE: Section also affected by: 69 FR 26280, May 11, 2004; 78 FR 78608, Dec. 26, 2013; Section also affected by: 78 FR 78608, Dec. 26, 2013; 85 FR 49543, Aug. 13, 2020, unless otherwise noted.

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Procurement Standards

2 C.F.R. § 200.322

§ 200.322 Domestic preferences for procurements.

Effective: November 12, 2020

Currentness

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

(b) For purposes of this section:

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

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

SOURCE: Section also affected by: [69 FR 26280](#), May 11, 2004; [78 FR 78608](#), Dec. 26, 2013; Section also affected by: [78 FR 78608](#), Dec. 26, 2013; [85 FR 49543](#), Aug. 13, 2020, unless otherwise noted.

AUTHORITY: [31 U.S.C. 503](#)

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Procurement Standards

2 C.F.R. § 200.323

§ 200.323 Procurement of recovered materials.

Effective: November 12, 2020

Currentness

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

SOURCE: Section also affected by: [69 FR 26280](#), May 11, 2004; [78 FR 78608](#), Dec. 26, 2013; Section also affected by: [78 FR 78608](#), Dec. 26, 2013; [85 FR 49543](#), Aug. 13, 2020, unless otherwise noted.

AUTHORITY: [31 U.S.C. 503](#)

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Procurement Standards

2 C.F.R. § 200.324

§ 200.324 Contract cost and price.

Effective: November 12, 2020

Currentness

(a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.

(b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under subpart E of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.

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

SOURCE: Section also affected by: 69 FR 26280, May 11, 2004; 78 FR 78608, Dec. 26, 2013; Section also affected by: 78 FR 78608, Dec. 26, 2013; 85 FR 49543, Aug. 13, 2020, unless otherwise noted.

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Procurement Standards

2 C.F.R. § 200.325

§ 200.325 Federal awarding agency or pass-through entity review.

Effective: November 12, 2020

Currentness

(a) The non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

(b) The non-Federal entity must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:

(1) The non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this part;

(2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;

(3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a "brand name" product;

(4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or

(5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.

(c) The non-Federal entity is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.

(1) The non-Federal entity may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third-party contracts are awarded on a regular basis;

(2) The non-Federal entity may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the non-Federal entity that it is complying with these standards. The non-Federal entity must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

SOURCE: Section also affected by: 69 FR 26280, May 11, 2004; 78 FR 78608, Dec. 26, 2013; Section also affected by: 78 FR 78608, Dec. 26, 2013; 85 FR 49543, Aug. 13, 2020, unless otherwise noted.

AUTHORITY: 31 U.S.C. 503

Current through December 17, 2021; 86 FR 71792.

End of Document

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Code of Federal Regulations

Title 2. Grants and Agreements (Refs & Annos)

Subtitle A. Office of Management and Budget Guidance for Grants and Agreements (Refs & Annos)

Chapter II. Office of Management and Budget Guidance (Refs & Annos)

Part 200. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Refs & Annos)

Subpart D. Post Federal Award Requirements (Refs & Annos)

Procurement Standards

2 C.F.R. § 200.326

§ 200.326 Bonding requirements.

Effective: November 12, 2020

Currentness

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

(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

(b) A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's requirements under such contract.

(c) A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

SOURCE: Section also affected by: [69 FR 26280](#), May 11, 2004; [78 FR 78608](#), Dec. 26, 2013; Section also affected by: [78 FR 78608](#), Dec. 26, 2013; [85 FR 49543](#), Aug. 13, 2020, unless otherwise noted.

AUTHORITY: [31 U.S.C. 503](#)

Current through December 17, 2021; [86 FR 71792](#).

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Procurement Standards

2 C.F.R. § 200.327

§ 200.327 Contract provisions.

Effective: November 12, 2020

Currentness

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

SOURCE: Section also affected by: 69 FR 26280, May 11, 2004; 78 FR 78608, Dec. 26, 2013; Section also affected by: 78 FR 78608, Dec. 26, 2013; 85 FR 49543, Aug. 13, 2020, unless otherwise noted.

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Part 200. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Refs & Annos)

2 C.F.R. Pt. 200, App. II

APPENDIX II TO PART 200—CONTRACT PROVISIONS FOR NON-
FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

Effective: November 12, 2020

Currentness

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

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

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

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

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

completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See § 200.323.

(K) See § 200.216.

(L) See § 200.322.

Credits

[79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]

SOURCE: Section also affected by: 69 FR 26280, May 11, 2004; 78 FR 78608, Dec. 26, 2013; Section also affected by: 78 FR 78608, Dec. 26, 2013, unless otherwise noted.

AUTHORITY: 31 U.S.C. 503

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Appendix 2

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 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.

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>.

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 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 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.

Kimberly Beatty
Recipient

1/10/2022
Date

[Signature]
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.

FOUNDATION

A proposal to Jackson County Government

Request for COVID Relief Dollars for Workforce Training at Metropolitan Community College Workforce Need

Arguably one of the most pressing challenges for governments and public-sector agencies today is maintaining and enhancing a pipeline of workers that will keep the economy moving in a post-COVID world. **Industries that are key to the economic recovery of the Kansas City region include, truck driver training, construction, manufacturing, public safety (police, fire, EMT). Metropolitan Community College is the only provider of training in these supply-chain and economic recovery fields in Kansas City, Missouri.**

Educating Kansas City's Workforce

Within the Metropolitan Community College (MCC) service area (Bates, Buchanan, Cass, Clay, Clinton, Jackson, Lafayette, Platte, and Ray Counties) and the State of Missouri, MCC works with industry partners through advisory committees, mentor programs, and curriculum development.

The April 2019 MCC "Analysis of the Economic Impact and Return on Investment of Education" reports that 96% of MCC students report staying in the Kansas City area after receiving their degree or certificate from MCC, another 1% settle outside the region, and the remaining 3% settle outside the state.

Our Ask

The total cost of the renovation and construction of the ATSI, BREC, and PSI is \$36M, excluding equipment. With equipment costs, we anticipate an additional \$5M. **We are requesting up to \$5M to purchase training equipment necessary to upskill Jackson County residents in high-demand fields directly related to the economic recovery of COVID.** The following is the planned cost breakdown for the construction and opening of the state-of-the art training facilities:

\$5M—Jackson County, program training equipment

\$19M—MCC Bonding Capacity (received and applied)

\$10M—MCC Foundation Capital Campaign (received)

\$3M—Perkins and Enhancement Funds (State and Federal Dollars and received)

Our request will allow us to continue to prepare students, serve our community, and create opportunities for greater Kansas City Citizens. Again, thank you in advance for your careful consideration of this proposal.

EQUIPMENT/INSTRUCTIONAL SUPPLY NEEDS

Program	Description	Unit Cost	# of Units	Total Cost
CIMM	Sinker EDM	155,000	1	155,000
CIMM	CNC Vertical Mills	150,000	2	300,000
CIMM	Storage cabinets (multiple cabinets for various purposes)	50,000	n/a	50,000
INTE	FANUC robots	40,000	3	120,000
INTE	Mechanical trainers	60,000	13	780,000
INTE	Motor control trainers	42,000	13	546,000
INTE	Handheld meters	200	60	12,000
HVAC	Jet Lockormer Pittsburgh	4,029	2	8,058
WELD	Water jet cutter	60,000	1	60,000
WELD	4X4 plasma table	30,000	1	30,000
WED/Adv				
Manuf				
Training	PLC trainers	28,177	1	28,177
WED/Adv				
Manuf				
Training	AC/DC complete training system	8,582	8	68,652
				2,002,888

Sinker EDM requires an electrode, an insulating fluid, and a power supply. Sinker EDM services do not cut completely through the material. A **water jet cutter**, also known as a water jet or waterjet, is an industrial tool capable of cutting a wide variety of materials using an extremely high-pressure jet of water, or a mixture of water and abrasive particles.

Mechanical trainers - Trainers for machine repair