



Leon County, Texas

RFP #: 2022-261

Centerville Tower Shelter

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SECTION 1: PROJECT INTRODUCTION

1.1 PROJECT SCOPE

The purpose of this Request for Proposal (RFP), released by the Leon County, Texas, (County) is to solicit sealed proposals from qualified vendors (Proposers) for the acquisition and installation of a prefabricated concrete communications shelter, external emergency generator, 1,000-gallon propane tank, foundations, and grounding compliant with Motorola R56®, *Standards and Guidelines for Communication Sites*. The proposed communications shelter will be installed in a fenced compound with a newly constructed 380-foot guyed radio tower.

Proposals are requested for the following:

- A new 10-foot wide by 12-foot deep by 9-foot high public-safety-grade prefabricated concrete communications equipment shelter.
- An engineered foundation, with stamped professional engineer (PE) drawings, constructed onsite for shelter placement.
- An emergency power supply system (EPSS) with a 25-kilowatt (kW) minimum external generator with concrete foundation, placed near the shelter, in accordance with all state and local requirements.
- A 1,000-gallon propane tank installed in the shelter compound.
- A concrete propane tank foundation inside the fenced compound.
- A ground halo system installed around the new shelter with connections to the existing ground ring. All grounding will be in accordance with Motorola R56 standards.
- Grounding electrode system with required ground rods, test well, and all exothermic connections to the existing ground system for the guyed radio tower.

In addition to the above, Proposers must address, in their proposals, implementation services to complete site development, including building design drawings for review, civil work, ground system installation, and commissioning.

Materials specified by the Proposer shall be new and of high quality, as defined in industry standards.

1. The selected Proposer (Contractor hereafter) shall be required to assume full responsibility for the specification of materials and equipment employed in construction of the project and agrees to make no claims against any of the entities involved for damages to such materials and equipment except for that which is caused by the County, their employees, or agents. The Contractor shall be responsible for managing the storage of all materials that it purchases.
2. The Contractor shall oversee cleanup and remove from the work site daily all rubbish and construction debris resulting from the Contractor's site development work.
3. The Contractor shall coordinate the work of the site development contractor(s) to ensure that interference between electrical conduits, cable support trays, grounding wire, structural members,

and radio system work shall be avoided so that the project is completed within budget, in a professional manner, and on schedule.

Leon County will own the proposed communications site infrastructure. The Leon County Auditor's office is administering the procurement process.

Proposers shall provide a schedule and the Contractor shall participate in regularly scheduled meetings throughout the project.

Proposers shall include comprehensive maintenance services for the expected lifecycle of the equipment proposed—10 years after the system acceptance date.

Note:

Certain terms may apply to a specific vendor's equipment, but there is no intent to favor any one vendor; the terms used are the ones most common in the radio industry. Proposers are encouraged to bring any such instances to the attention of the County's point of contact for clarification and/or correction.

The Contractor is ultimately responsible for implementing all requirements and delivering a fully functional shelter, foundation, backup generator, fuel tank, and R56-compliant ground system connected to the existing ground ring. Omission of any issue in the RFP document required for fulfillment of the requirements does not absolve the Contractor from that responsibility.

1.2 MAJOR CONSIDERATIONS

The site is located at 1489 County Road 317, Centerville, Texas, 75833. This is a newly constructed site with a 380-foot guyed communications tower. The site has an electric H-frame with a 200-ampere service located within the 40-foot by 60-foot fenced compound next to the radio tower. The new shelter, generator, and fuel tank will reside in this area. (Refer to the attached grounding and site plan in Section 5.)

- The site is a large eight-acre cleared field, which offers ample room to maneuver trucks and machinery.
- The existing tower compound is surrounded by an 8-foot chain-link fence topped with barb wire and razor wire.
- There is no permitting or zoning as the site is located in rural Leon County.
- The newly constructed ground ring for shelter shall be connected to the existing tower ground ring.
- The existing surface rock and weed barrier shall be restored where disturbed.

1.3 EQUIPMENT SHELTERS

1.3.1 General Description

- A. Prefabricated electronic equipment shelters, foundations, and ancillary equipment shall be furnished as specified herein where required. The type of construction, craftsmanship, and materials shall be used to provide suitable security and minimize the necessary maintenance during the planned lifetime of 30 years. Security considerations shall include protection of equipment from weather elements and pests, and intrusion, vandalism, and/or theft.

1.3.2 Structural Requirements

- A. Sizing: All new equipment shelters shall be 12-foot by 10-foot, with 9-foot ceilings.
- B. Design Loading: The equipment building floor shall be designed per American Society of Civil Engineers (ASCE) 7-88, *Minimum Design Loads for Buildings and Other Structures*, uniform distributed load of 300 pounds per square foot. The equipment building roof shall be designed per ASCE 7-88, roof load specification of 150 pounds per square foot. The equipment building wind loading specification shall be per ASCE 7-88, basic wind speed specifications of 120 miles per hour (mph).

1.3.3 Foundation

- A. The building foundation shall be concrete slab and installed in compliance with local building codes and the shelter manufacturer's requirements. The equipment shelter foundation shall be designed with a 4-foot by 4-foot concrete landing outside the door and to easily accommodate shelter anchor plate mounting hardware.
- B. The foundation shall be designed and constructed so the finished foundation is 8 inches above grade.

1.3.4 Flooring

- A. The floor section shall be constructed of steel-reinforced concrete. All surfaces shall be smooth. The interior floor surface shall be commercial-grade asphalt tile. Base molding shall be installed around all perimeter walls.
- B. Proposers shall propose a structure where the floor or solid foundation features a minimum uniform live load rating of 300 pounds per square foot with no more than 3,000 pounds over any 4-square-foot area unless an additional load rating is required for batteries. This rating shall be increased in sections as necessary to support heavyweight equipment. If the shelter is delivered with the floor already assembled, the floor shall exhibit a minimum of 90-pounds-per-square-foot uniform live load capacity while the building is being lifted.
- C. Floors shall be insulated to a minimum R-11 rating. Insulation shall be secured in place to prevent shifting during construction and transportation.

D. Exterior covering of the floor shall be included to prevent rodent penetration.

1.3.5 Roof Section

A. The building roof shall support a minimum of 150 pounds-per-square-foot uniform live load.

B. The roof section of the equipment building shall be concrete with at least a 1/8-inch-per-foot drainage slope. Roofing shall be designed to prevent penetration by ice falling from the tower at the site. Proposers shall describe this roof protection in their proposals.

C. The roof shall be designed in such a manner to prevent accumulation of water. The roof section shall provide a 2-inch minimum overhang on all sides. The roof shall be a cap and fit over the walls, leaving no exposed roof to wall joints.

D. Shelter ceilings shall be insulated to R-16, minimal.

1.3.6 Walls

A. The shelter shall be rated for sustained and vault wind loading consistent with the State of Texas requirements for a Risk Category IV structure.

B. Walls shall withstand the effect of a bullet or other projectile equivalent to three shots of a 124-grain 9mm full metal copper jacket with lead core at a velocity between 1,175 and 1,293 feet per second, with no penetration to the inner cavity of the wall. (ANSI/UL 752, *Protection Standards for Bullet Resistant Glass Products*, Level 1) No interior damage shall be sustained, including to insulation, interior walls, etc.

C. Construction shall be concrete aggregate exterior with fire-retardant fiberglass reinforced plastic (FRP) interior walls and ceilings. The outside walls shall be finished concrete or an aggregate composition.

D. Interior walls shall be designed to allow mounting of electrical and electronic equipment using standard fasteners available from local hardware stores.

E. Fire-retardant Class A Fire & Smoke Rated low flame and low smoke fire-rated panels shall be used for all equipment shelter interior walls and ceilings. Panels shall meet or exceed ASTM E-84 Class A, *Standard Test Method for Surface Burning Characteristics of Building Materials* test certifications, and ASTM E-119 *Standard Test Methods for Fire Tests of Building Construction and Materials*.

F. Shelter walls shall be insulated to R-11 and ceilings to R-16, minimal.

G. Interior FRP panels shall be white with a dimpled finish on the interior side of the panels.

1.3.7 Doors

- A. Shelters shall have one 42-inch by 84-inch insulated door, with three stainless steel tamper-proof hinges, passage-style lever handle, deadbolt lockset, and metal weather hood or awning. The door shall be equipped with a hydraulic door closer.
- B. The exterior door shall be steel (stainless or galvanized) construction with a finish to match the building finish.
- C. A drip awning with a minimum 4-foot protrusion from the outer wall shall be installed over each door to prevent water from dripping into the building.
- D. Doors shall be sealed using adjustable weather stripping and an adjustable saddle.
- E. Doors shall be equipped with a mortise lockset with an electric door strike and a single cylinder deadbolt lock in preparation for an access control system that will be implemented by the County.
- F. Door intrusion alarm contact closure shall be connected to the shelter alarm telecommunications (telco) 66 block.
- G. The door frame shall be bonded to the ground perimeter bus; the door shall be bonded to the frame by a highly flexible, insulated bonding jumper (e.g., welding cable; general-purpose building stranded wire, like THHN [thermoplastic high heat-resistant nylon-coated], is not acceptable), each equal to No. 6 American wire gauge (AWG) insulated copper wire, at a minimum.
- H. The door sill shall be of stepped construction to prevent rainwater from entering the shelter at the bottom of the door or from around the door frame. The door frame shall have a weather seal around the door to limit air and water intrusion.

1.3.8 Alternating Current Power

- A. Commercial power will include:
 - Single-phase, three-wire
 - Voltage – 120/240 volts (V) nominal
 - Frequency – 60 hertz (Hz) +/- 3 Hz
- B. The alternating current (AC) service shall be connected to the provided H-frame. The power drop from the H-frame to the building will be buried in conduit per electrical code. A main cutoff switch shall be provided inside the shelter, followed by a distribution panel, which provides for a minimum of 30 branch circuit breakers.

1.3.9 AC Power Distribution System Requirements

- A. The Contractor shall deliver the shelter complete with a 200-ampere-capacity, 240 V, single-phase electrical panel box with a ground bar.
- B. This panel shall be equipped with a 200-ampere-capacity main circuit breaker used to supply power for all electrical functions related to the site.
- C. The panel shall be sized to accommodate a minimum of 24 individual circuits.
- D. Breakers for shelter air conditioning will be of the bolt-down, not snap-in, type.
- E. Receptacles
- Receptacles shall be mounted adjacent to the side of the overhead cable tray. The tray shall not be used to support electrical boxes.
 - Each receptacle shall be fed from an individual breaker. The feeding breaker shall be identified at the receptacle and the receptacle shall be identified at the breaker.
 - Circuits protected by the generator only shall be marked by red outlets.
 - An outdoor ground-fault circuit interrupter (GFCI) duplex outlet supported by the generator shall be provided near the shelter entrance and on each exterior wall.
- F. Power shall be distributed from the electrical panel through the raceways and conduits to the indicated fixture or other termination.
- For each equipment unit receptacle and service receptacle group, the Contractor shall run No. 12 AWG insulated copper conductors through an appropriately sized conduit.
 - Conduit shall be rigid metal conduit (RMC), intermediate metal conduit (IMC), or electrical metallic tubing (EMT). Only wrench-type compression fittings shall be used on EMT conduit. Setscrew-type is not allowed.
 - The feeding breaker shall be identified at the receptacle and the receptacle shall be identified at the breaker. All breakers or circuits shall be minimum 20-ampere, unless otherwise noted. Conduits and ducts shall be securely mounted and supported by approved clamps, brackets, or straps, as applicable, and held in place with properly selected screws.
 - Wire raceways, cable trays, conduits, and junction boxes shall all be mechanically joined and secured.
 - Flexible steel conduit or armored cable shall protect wiring connected to motors, fans, and other short runs where rigid conduit is not practical.

- Unless otherwise approved, power wiring shall be a minimum size No. 12 AWG copper conductor with insulation rated for 600 VAC.

1.3.10 Exterior Finish

- A. The exterior of the shelter shall be painted with materials rated to withstand the elements for 15 years. The color shall be tan.
- B. All joints shall be sealed with a compressible, resilient sealant.

1.3.11 Interior Finish

- A. The interior finish shall be fire-retardant FRP.

1.3.12 Interior Cable Management

- A. Communications wires, cables, and raceways shall be installed in a neat and workmanlike manner.
- B. Minimum bending radius requirements shall be observed.
- C. Communications cables shall be separated by at least 2 inches from conductors of any light and power.
- D. Avoid running communications cables near sources of electromagnetic interference (EMI) or radio frequency interference (RFI) such as light dimmers, switches, transformers, motors, and fluorescent lights.

1.3.13 Exhaust Fans

- A. Exhaust fans shall have a separate damper-controlled exhaust vent, exterior rain hoods, and security/insect screens.

1.3.14 Interior Lighting

- A. Interior lighting shall meet the following requirements:
 - Light fixtures shall be light-emitting diode (LED) strip fixtures.
 - Sufficient light fixtures shall be supplied to provide a uniform light level throughout the building of 150-foot candles at 4 feet above the floor.
 - Light fixtures shall be fed as a gang from a common breaker and controlled by an on/off switch near the door.
 - A single Emergency Exit light with battery backup shall be installed above the door.

1.3.15 Exterior Lighting

A. Exterior lighting shall meet the following requirements:

- An exterior 100 watt (W) (equivalent), wall-mounted, motion-controlled LED light shall be mounted on the front entrance of the shelter. Front entrance lighting shall be mounted on the opposite side of the door from the hinges, on the lock handle side of the door, and in a manner to avoid shading by the open door and awning.
- The exterior lighting system shall be fed from a separate, appropriately rated breaker and light switch by the door.
- Exterior lighting shall be controlled by a motion sensor.
- Exterior lighting fixtures and motion sensors shall be heavy-duty, shatterproof, and tamper-resistant.

1.3.16 Safety Equipment

A. Safety equipment shall be permanently located inside the equipment shelter and shall include the following:

- Fire/smoke detection system
 - When excessive heat or smoke is detected, it will provide contact closure at the punch block.
 - The system shall report the detection of fire or smoke to the shelter's environmental alarm system, which will be seen at the emergency communications center.
- Fully charged, wall-mounted Class ABC fire extinguisher, minimum size 20 pounds, clearly labeled for general purpose structural fire only
- First-aid kit

1.4 HVAC

A. The shelter shall be equipped with two 0.75-ton commercial-grade HVAC systems that include the following:

- Heating and cooling equipment shall maintain an inside ambient temperature range between 64 degrees (°) Fahrenheit (F) and 81° F.
- The HVAC system shall be capable of maintaining between 40% and 55% relative humidity (RH).

- The shelter shall include two HVAC units and have the highest possible cooling efficiency rating with a minimum energy efficiency ratio (EER) of 10.0.
 - The system shall be installed as an N+1. There shall be a minimum of two air conditioning units installed with a standard lead/lag switch arrangement set to cycle between the units.
 - Each air conditioner shall be sized to maintain temperatures inside the shelter at 70° F when exterior temperatures go as high as 110° F.
 - A wall-mounted thermostat, part of the air conditioner, will control the operation. It will turn on the heater when the temperature inside the shelter drops to 65° F and off when it rises above 68° F. It will turn on the air conditioner when the interior temperature reaches 78° F and off when the temperature drops below 75° F. It shall be adjustable to turn on and off within the range of 45° F to 80° F.
 - All HVAC units shall be equipped with heating elements and an economizer.
 - HVAC units shall be wall-mounted.
 - HVAC units shall be designed to prevent entry by insects, vermin, dust, smoke, and moisture.
 - Exterior compressors, blowers, and other moving or vibrating parts shall be insulated to muffle noise.
 - A time-delay relay shall be included with the air conditioner to prevent compressor damage from an attempt to restart the unit too soon after power has been turned off or interrupted. The delay time shall be five minutes.
 - HVAC air handlers shall be grounded.
- B. Alarms: The new shelter shall be equipped with site alarms as specified below:
- To comply with National Fire Protection Association (NFPA) 1221, *Standard for the Installation, Maintenance, and Use of Emergency Services Communications Systems*, the public safety radio system must be monitored for integrity. Proposers shall describe how this is accomplished.
 - Site Alarms: The following alarm inputs associated with the site shelter and any other accessories provided with the shelter shall be routed and connected to a telco 66 block inside the shelter.
 - Fire/Smoke Detector
 - Shelter Door Open Alarm
 - Shelter High Temperature
 - HVAC Failure

- Commercial AC Power Fail
- Door Intrusion
- Transfer Switch Alarms
- Generator Alarms
- Surge Suppression Alarms

1.5 GENERATOR

A. The generator shall be mission-critical and is essential to Leon County public safety operations. The generator provided will be part of the required Critical Operations Power System (COPS) outdoor installation. This will be an outdoor pad-mounted installation.

- Weather-protective Enclosure
 - The generator set shall be factory-enclosed in a heavy-gauge steel enclosure constructed with 12-gauge corner posts, uprights, and headers.
 - The enclosure shall be coated with electrostatically applied powder paint, baked, and finished to the manufacturer's specifications.
 - The enclosure shall have large, hinged doors to allow access to the engine, alternator, and control panel.
- The generator set shall include an automatic dual-rate battery charger manufactured by the generator set supplier. The battery charger shall be factory installed on the generator set. Due to line-voltage-drop concerns, a battery charger mounted in the transfer switch is unacceptable.
- A heavy-duty, lead-acid, 12 V direct current (DC) battery shall be provided by the generator set manufacturer. The generator set shall have a frame suitable for mounting the battery and shall include all connecting battery cables.
- The battery charger shall be in the generator cabinet.

B. General Requirements

- The generator shall be a propane engine and meet the following requirements:
 - The engine shall have a sufficient horsepower rating to drive the generator to full output power without a gearbox between the engine and generator.
 - The generator shall be a 25-kW design minimum.
 - The engine shall have a battery-charging DC alternator with a solid-state voltage regulator.

- The generator shall meet temperature-rise standards for Class H insulation, operating within Class F standards for extended life.
- The alternator shall have internal thermal-overload protection and an automatic-reset field circuit breaker.
- One-step load acceptance shall be 100% of the generator set nameplate rating and shall meet the requirements of NFPA 110, *Standard for Emergency and Standby Power Systems*, paragraph 5-13.2.6.
- The electricity-generating plant shall be mounted with vibration isolators on a welded-steel base that shall permit suitable mounting to any level surface.
- A main-line-output circuit breaker carrying the UL mark shall be factory installed.
 - Form C auxiliary contacts rated at 250 VAC 10 ampere shall be provided to allow remote sensing of the breaker status.
 - A system utilizing manual-reset field circuit breakers and current transformers is unacceptable.
- An alternator strip heater shall be installed to prevent moisture condensation from forming on the alternator windings.

C. Controls

- All engine alternator controls and instrumentation shall be designed, built, wired, tested, and shock-mounted in a National Electrical Manufacturers Association (NEMA) 1 enclosure mounted to the generator set by the manufacturer. It shall contain panel lighting, a fused DC circuit to protect the controls, and a +/- 5% voltage-adjusting control.
- The generator set shall contain a complete two-wire automatic engine start-stop control that starts the engine on closing contacts and stops the engine on opening contacts.
- A programmable cyclic cranking limiter shall be provided to open the starting circuit after four attempts if the engine has not started within that time.
- Engine control modules shall be a solid-state plug-in type for high reliability and easy service.
- The control panel should include analog meters to monitor:
 - AC voltage
 - AC current
 - AC frequency
 - Phase selector switch
 - Emergency stop switch
 - Audible alarm

- Battery charger fuse
- Programmable engine control
- The monitoring module shall be programmable and include:
 - Manual on/off/auto switch
 - Four LED status lights to indicate:
 - Not in automatic mode
 - Alarm active
 - Generator running
 - Generator ready
- The monitoring module shall display all pertinent unit parameters including:
 - Generator Status – On/Off/Auto
 - Instrumentation – Real-time readouts of the following engine and alternator analog values:
 - Oil pressure
 - Coolant temperature
 - Fuel level
 - DC battery voltage
 - Run-time hours
 - Alarm status
 - High or low AC voltage
 - High or low battery voltage
 - High or low frequency
 - High or low oil pressure
 - Low water level
 - High or low water temperature
 - High and pre-high engine temperature
 - High, low, and critical-low fuel levels (where applicable)
 - Over crank
 - Over speed
 - Unit not in automatic mode

D. Generator Alarms

- All generator alarms shall be routed in conduit from the remote generator to the communications shelter and terminated on a telco 66 block.

E. Unit Accessories and Options

- All accessories and options required for a fully functional generator system shall be included in the base offer.

1.6 AUTOMATIC TRANSFER SWITCH

A. Automatic transfer switch (ATS) systems shall include the following requirements:

- The ATS shall be located inside the equipment shelter.
- The ATS shall be compatible with the generator set to maintain system compatibility and local service responsibility for the complete emergency power system.
- Representative production samples of the ATS supplied shall have demonstrated through tests the ability to withstand at least 10,000 mechanical operation cycles. One operation cycle is defined as the electrically operated transfer from normal to emergency and back to normal.
- Wiring must comply with NFPA 70®, *National Electrical Code*® (NEC), table 373-6(b). Proposers shall furnish schematic and wiring diagrams from the manufacturer for the ATS proposed and a typical wiring diagram for the entire system.

B. Ratings and Performance

- The ATS shall be adequately sized to match the generator and shelter electrical systems.
- The ATS shall be a two-pole design rated for 600 VAC, 200-ampere continuous operation in ambient temperatures of -20° F (-29° Celsius [C]) to +140° F (+60° C).
- The operating mechanism shall be a single operating coil design, electrically operated, and mechanically held in position.
- A provision shall be supplied to enable manual operation of the switch in the event of logic or electrical coil failure.

1.7 FUEL TANKS AND LINES

A. Fuel Systems

- The County desires the use of propane fuel.
- Proposers shall provide a complete functional fuel system including a 1,000-gallon tank, concrete pad, and all associated piping, regulators, valves, controls, and all additional equipment required for proper generator operation.
- The propane tank shall be filled to 80% upon site completion.
- The propane tank shall be grounded and secured to the foundation with a minimum of four anchor bolts.

1.8 GROUND SYSTEM

1.8.1 General

- A. The existing tower site has a buried halo ground system to provide the greatest possible protection against lightning strikes. This includes connections to the tower, H-frame, fencing, and guy anchors. The Contractor shall connect the new ground ring into the existing ground ring at two points.
- B. Standard requirements for the installation of radio communications sites shall include the adherence to the following standards (at a minimum):
- T1.334-2002, *Electrical Protection of Communications Towers and Associated Structures*
 - T1.313-2003, *Electrical Protection for Telecommunications Central Offices and Similar Type Facilities*
 - T1.333.2001, *Grounding and Bonding of Telecommunications Equipment*
 - ANSI-J-STD-607-A-2002, *Commercial Building Grounding and Bonding Requirements for Telecommunications*
 - NFPA 780-2004, *Standard for the Installation of Lightning Protection Systems*
 - NFPA 110, *Standard for Emergency and Standby Power Systems*
 - NFPA 70, *National Electrical Code*
 - Motorola R56, *Standards and Guidelines for Communication Sites*
- C. Site planning shall require that the main electrical service be brought into the shelter at a location as close to the transmission line entry port as practical.
- D. All power feeders and branch circuits shall contain an equipment grounding conductor, which shall have green-colored dual-rated THWN (thermoplastic heat- and water-resistant nylon-coated)/THHN insulation or green identifying tape at both ends and which shall be suitably terminated to an equipment ground bus or device screw terminal at both ends.
- E. At any site at which building structural members are used for grounds, connections to those main structural steel members shall be made with exothermic “Cadweld,” Burndy press, or equivalent-type connectors. Any paint or fire-retardant material shall be scraped away down to bare metal (for good metal contact) before applying the connector. Surface preparation recommendations of the manufacturer of the exothermic welding process to be used shall be followed.

- F. All connections to equipment room or shelter internal perimeter grounds shall be made as straight as possible with minimum bends. The minimum bending radius of any ground wire shall be 1 foot.
- G. Grounding of electronic communications equipment, cabinets, and all associated equipment within the equipment shelter shall conform to the latest versions of the standards referenced above. Should a discrepancy or conflict arise between manufacturers' guidelines or standards referenced above, the more stringent of the standards shall apply at the County's discretion.
- H. A ground ring consisting of a #2 AWG solid tinned bare copper wire shall be installed in a trench at a minimum depth of 24 inches below final grade at a maximum distance of 3 feet from the foundation of the equipment building where the equipment is installed.
- I. The ground ring shall be supplemented with copper-clad steel ground rods. The ground rods shall have a minimum length of 10 feet and a minimum diameter of $\frac{5}{8}$ inches. All ground rods shall be interconnected, including the AC power service and telephone ground rods, to form a ground electrode system with a resistance of 10 ohms or less.
- J. The Contractor shall test the completed grounding electrode system with a clamp-on ground test meter and verify the resistance to ground is 10 ohms or less.
- K. If additional ground rods or conductors are required to achieve 10 ohms or less, the Contractor shall be fully responsible for all mitigation costs to achieve this requirement.
- L. The minimum requirements for the number of ground rods shall be based on the following:
- At least one ground rod at each corner of the equipment shelter shall be installed.
 - Supplemental ground rods shall be installed every 10 feet (or less) around the ground ring or along buried ground lines.
 - At least one ground rod shall be installed directly at the AC power service entry point and at least one ground rod shall be installed directly below the transmission line entry port.
 - The top of the ground rods shall be 2 feet below grade. Inspection wells with removable lids shall be installed at the junction points between the tower ground ring and the shelter ground ring, at the shelter ground bus and the grounding electrode system, and at the main AC power service ground rod. Ground access wells shall be 25.5-inch by 16-inch by 36-inch deep (Synertech SKU 32142101) or equivalent. The test well cover shall have a bolt-down cover with hex-head stainless steel hardware and shall have a minimum cover rating of 15,000 lbs. (Synertech SKU 31150721) or equivalent. The test well cover shall be permanently labeled "Ground" on the top surface of the cover.
 - The ground rods shall be bonded to the external shelter ground ring using an exothermic welding process, such as Cadweld.

- It will be left to the discretion of the Contractor to determine the correct type of mold to use in the welding process. The two restrictions below, however, shall be observed.
 - An antioxidant compound shall be applied to the connection point after the bond is completed.
 - All connections to the ground ring shall be such that the ground wires are as straight as possible with no sharp bends (i.e., 12-inch minimum bend radius).
- M. The exterior ground ring shall be bonded to a minimum of two 6-inch-wide copper straps descending from the shelter's cable entry bulkhead panel. The copper straps shall be secured to the building exterior and covered to eliminate wind vibration or flapping.
- N. An internal perimeter ground bus (split halo) shall be installed in the equipment room or shelter that consists of #2 AWG tinned bare solid copper conductor, running along the perimeter of the room on each interior wall, at a maximum of 6 inches below the ceiling. The perimeter bus shall not form a continuous loop around the room. It shall have an opening of 12-16 inches on the opposite side of the room from the master ground bus (MGB) bar. Insulated mounting standoffs shall be installed to provide maximum separation of 2 feet to accommodate bends and avoid sag. Standoff shall provide 2-4 inches of clearance from the wall.
- O. The cable entry shall be bolted to the outside of the shelter and bonded to the exterior shelter ground bus bar. The cable entry bulkhead assembly shall have 12 openings, 4 inches in diameter, and supplied with matching entry port covers on all openings.
- P. A Harger Entrance Panel Kit, EPK24 (or equivalent), shall be provided and installed with through-wall mounting bars to provide the interior shelter MGB bar and the shelter exterior tinned ground bus bar. The ground bar must not be integrated with the cable entry panel. The exterior ground bar shall be wall-mounted and shall utilize a minimum of 3-inch flat copper ground straps on the exterior ground bar, which are exothermically welded to the ¼-inch by 1-inch tinned solid copper bar for connection to the site grounding electrode system. Both the interior and the exterior ground bar shall be predrilled to provide ground connections for equipment.
- Q. The internal ground bar shall be directly connected to the shelter exterior ground bus bar with the through-wall mounting hardware provided in the entrance panel kit. This shall be the single ground connection from the shelter interior ground to the site grounding electrode system.
- R. For exposed noncurrent-carrying metal parts of fixed equipment that could become energized, such as ventilation louvers and sheet metal ductwork, bonding connections shall be made directly to the internal perimeter ground (split halo) using green insulated #2 AWG stranded copper wire.
 - Metal doors shall be grounded to the door frames (using 1-inch-wide braided copper flexible straps) and door frames shall be bonded to the internal perimeter ground (split halo) with a green insulated #2 AWG stranded copper conductor.

- All metal racks and cabinets, including, but not limited to, generator transfer switch cabinet, power panel cabinets, metal conduits, telco/alarm panel demarcation block covers, metal HVAC lead-lag controller cabinets, cable trays, file cabinets, metal desks, and other exposed metal surfaces, shall be bonded to the internal perimeter ground (split halo) with a green insulated #2 AWG stranded copper conductor.
- S. The generator is outside the building; it shall be grounded to the exterior grounding system.
- T. All ground connections to equipment that are not exothermically welded shall use stainless steel 2-hole long-barrel compression lugs. Connections between dissimilar metals shall not be made unless the conductors are separated by a material specifically approved for use with the dissimilar metals.
- U. Star or split lock washers shall be placed under the head of the screws or, if bolts are being used, on the nut side of the fastener, and not between the conductive surfaces of the lug and the metal surface to be bonded. Self-tapping sheet metal screws shall not be used for attaching grounding conductors to any surface. Paint shall be removed from any painted surface before ground connections are made and the appropriate antioxidant compound shall be applied to the connection.

1.8.2 AC Power Surge Protection

- A. Parallel surge protection devices (SPDs) shall be provided with the equipment building to protect the AC main and sub panels. Panel surge suppression devices shall meet Motorola R-56 standards.
- B. SPDs shall be equipped with primary modules using Silicon Avalanche Diode (SAD) technology and secondary modules using Metal Oxide Varistor (MOV) technology. Primary SAD suppressor modules shall be capable of providing 500 Joules per phase per polarity, minimum energy absorption; secondary modules shall be capable of 5,000 Joules per phase, minimum energy absorption.
- C. The units shall provide isolated dry contacts for remote monitoring of protector status, replaceable surge protection modules, and offer Normal Mode protection. Transtector APEX IMAX Series SPDs (or equivalent) R-56-approved shall be provided. All SPDs shall be installed in accordance with the manufacturer's instructions.
- D. SPDs shall be installed between the commercial main AC power disconnect and the ATS.
- E. AC main and sub power panels shall each have R-56-compliant SPDs installed.

SECTION 2: COUNTY BID REQUIREMENTS

1. Proposal Submission

A. Proposals must be submitted in complete original form by mail or messenger to the following address:

Leon County Auditor's Office
PO Box 898
113 West Main Street, 2nd Floor
Centerville, Texas 75833

B. Proposals will be accepted at the above address until the time and date specified herein.

C. All proposals shall be tightly sealed in an envelope and plainly marked with the Invitation for proposal number, due date, and the bidder's name and address.

D. Late proposals will not be accepted and will be returned unopened to the bidder.

E. All proposals submitted in response to this invitation shall become the property of Leon County and will be a matter of public record available for review.

2. Preparation of Proposals

A. The proposal shall be legibly printed in ink or typed.

B. If a unit price or extension already entered is to be altered, it shall be crossed out and initialed in ink by the bidder.

C. The proposal shall be legally signed and shall include the complete address of the bidder.

D. Leon County is exempt from Federal and State Sales Taxes, and such taxes shall not be included in bid prices.

3. Signatures

All proposals, notifications, claims, and statements must be signed by an individual authorized to bind the bidder. The individual signing certifies, under penalty of perjury, that he or she has the legal authorization to bind the bidder.

4. Rejection or Withdrawal

Submission of additional terms, conditions or agreements with the proposal document are grounds for deeming a proposal non-responsive and may result in rejection. Leon County reserves the right to reject any and all bids and to waive any informalities and minor irregularities or defects in bids. Proposals may be withdrawn in person by a bidder or authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the time set for receipt of bids. Proposals are an irrevocable offer and may not be withdrawn within 90 days after opening date.

5. Award

The bid will be awarded to the responsible, responsive bidder(s) whose proposal, conforming to the solicitation, will be most advantageous to Leon County – price and other factors considered. Unless otherwise specified in this RFP, Leon County reserves the right to accept a proposal in whole or in part, and to award by item or by group, whichever is deemed to be in the best interest of Leon County. Any bidder who is in default to Leon County at the time of submittal of the bid shall have that bid rejected. Leon County reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial nonconformity in the offer, as determined by Leon County, shall be deemed non-responsive and the offer rejected.

In evaluating proposals, Leon County shall consider the qualifications of the bidders, and, where applicable, operating costs, delivery time, maintenance requirements, performance data, and guarantees of materials and equipment. In addition, Leon County may conduct such investigation as it deems necessary to assist in the evaluation of a proposal and to establish the responsibility, qualifications, and financial ability of the bidders to fulfill the contract.

Leon County reserves the right to award this contract on the basis of **lowest and best offer** in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offeror, and/or to reject any or all proposals.

6. Contract

A response to an RFP is an offer to contract with Leon County based upon the terms, conditions, and specifications contained in the RFP. Proposals do not become contracts unless and until they are executed by Leon County, eliminating a formal signing of a separate contract. For that reason, all terms and conditions of the contract are contained in the RFP, unless any of the terms and conditions is modified by an RFP Amendment, a Contract Amendment, or by mutually agreed terms and conditions in the contract documents.

7. Results

Proposal results are not provided in response to telephone inquiries. A preliminary tabulation of proposals received will be available as soon as possible following the scoring of the proposals. A final tabulation will be available for review after a formal written request is made and signed by requester.

8. Changes and Addenda to Proposal Documents

Each change or addendum issued in relation to this RFP document will be on file in the Auditor's Office. In addition, to the extent possible, copies will be mailed to each person registered as having received a set of bid documents. It shall be the bidder's responsibility to make inquiry as to change or addenda issued. All such changes or addenda shall become part of the contract and all bidders shall be bound by such addenda. Information on all changes or addenda issued will be available at the Auditor's Office.

9. Specifications

Unless otherwise stated by the bidder, the proposal will be considered as being in accordance with Leon County's applicable standard specifications, and any special specifications outlined in the bid document. References to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of Leon County, and should not be construed as excluding bids on other types of materials, equipment, and supplies. However, the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid. Leon County reserves the right to determine if equipment/product being proposed is an acceptable alternate. All goods shall be new unless otherwise so stated in the bid. Any unsolicited alternate proposal, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of the proposal, may be considered non-responsive.

10. Delivery

Proposals shall include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder, prices bid will be considered as being based on F.O.B. delivered, freight included.

11. Interpretation of Proposal and/or Contract Documents

All inquiries shall be made within a reasonable time prior to the date and time fixed for the bid opening, in order that a written response in the form of an addendum, if required, can be processed before the bids are opened. Inquiries received that are not made in a timely fashion may or may not be considered.

12. Currency

Prices calculated by the bidder shall be stated in U.S. dollars.

13. Pricing

Prices shall be stated in units of quantity specified in the bid documents. In case of discrepancy in computing the amount of the proposal, the unit price shall govern.

14. Notice to Proceed/Purchase Order

The successful bidder may not commence work under this contract until authorized to do so by the Leon County Auditor's Office.

15. HB 1295

By law, **vendor must complete a new Form 1295 for every contract** with the Texas Ethics Commission ("TEC"). The TEC website can be accessed at <http://www.ethics.state.tx.us/file/>. **Business entities MUST complete a new Form 1295 online prior to contracting with Leon County for every contract.** Upon completing the form, the TEC website will generate a PDF version of the business entity's Form 1295, including creating a unique "Certificate Number" for every contract that will be stamped in the upper right hand corner of the form. The business entity **must then sign a hard copy of the form and submit it to Leon County with the submitted bid documents.** **Failure to submit Form 1295 with bid documents will result in disqualification.**

16. Conflict of Interest Questionnaire

Vendor must complete a new Conflict of Interest (CIQ) Questionnaire for every contract if there is a conflict between the vendor and Leon County. A signed copy must be returned with the submitted bid documents. If there is no conflict, please notate such on the CIQ form and return with bid documents. This form can be accessed at <https://www.ethics.state.tx.us/forms/CIQ>.

17. Certification

By signing the proposal, the bidder certifies:

- A. The submission of the offer did not involve collusion or other anti-competitive practices.
- B. The bidder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
- C. The bidder hereby certifies that the individual signing the bid is an authorized agent for the bidder and has the authority to bind the bidder to the contract.

18. Definitions

“County” – Leon County, Texas.

“Contractor” – The bidder whose proposal is accepted by Leon County.

SCORING CRITERIA

Scoring will be as follows:

- A. Best Value for the County 30%
- B. Technical Evaluation 25%
- C. Price 20%
- D. Motorola R56 Experience/References 15%
- E. Schedule 10%

SECTION 3: COUNTY TERMS AND CONDITIONS

By execution of this document, the vendor accepts all general and special conditions of the contract as outlined below and, in the specifications and plans.

1. BIDDING

A. Authorized Signatures

The proposal must be executed personally by the vendor, duly authorized partner of the partnership, or duly authorized officer of the corporation. If executed by an agent, a power of attorney or other evidence of authority to act on behalf of the vendor shall accompany the proposal to become valid.

B. Late Proposals

Proposals must be in the Auditor's Office before or at the specified time and date they are due. Proposals received after the submission deadline shall be rejected as non-responsive.

C. Withdrawal of Proposals Prior to Bid Opening

A proposal may be withdrawn before the due date by submitting a written request to the Auditor's Office. If time allows the bidder may submit a new proposal. Bidder assumes full responsibility for submitting a new proposal before or at the specified time and date bids are due. Leon County reserves the right to withdraw a request for bids before the opening date.

D. Withdrawal of Proposals after Bid Opening

Bidder agrees that its offer may not be withdrawn or cancelled by the vendor for a period of ninety (90) days following the date and time designated for the receipt of bids unless otherwise stated in the proposal and/or specifications.

E. Proposal Amounts

Proposals shall show net prices, extensions where applicable and net total. In case of conflict between unit price and extension, the unit price will govern. Any ambiguity in the proposal as a result of omission, error, unintelligible or illegible wording shall be interpreted in the favor of Leon County.

F. Exceptions and/or Substitutions

All proposals meeting the intent of the specifications and plans will be considered for award. Vendors taking exception to the specifications and plans, or offering substitutions, shall state these exceptions in the section provided. If proposal is made on an article other than the one specified, which a bidder considers comparable, the name and grade of said article must be specified in the proposal and sufficient specifications and descriptive data must accompany same to permit thorough evaluation. The absence of stated exceptions and/or substitutions shall indicate that the vendor has not taken any exceptions to the specifications and shall be responsible to perform in strict accordance with the specifications. **As a matter of practice, Leon County rejects exception(s) and /or substitutions as non-responsive but reserves the right to accept any and/or all of the exception(s) and/or substitution(s) deemed to be in the best interest of Leon County.**

G. Alternates

The Request for Proposal and/or specifications may expressly allow bidder to submit an alternate proposal. Presence of such an offer shall not be considered an indication of non-responsiveness.

H. Descriptions

Unless otherwise specified, any reference to make, manufacturer and/or model used in the specifications is merely descriptive and not restrictive, and is used only to indicate type, style, or quality of material desired.

I. Alterations

Proposals cannot be altered or amended after submission deadline. Any interlineations, alterations, or erasures made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

J. Tax Exempt Status

Leon County is exempt from federal excise tax and state sales tax. Unless the bid form or specifications specifically indicate otherwise, the proposed price must be net, exclusive of above-mentioned taxes and will be so construed. Therefore, the proposed price shall not include taxes.

K. Quantities

Quantities indicated are estimated quantities only and are not a commitment to buy. Approximate usage does not constitute an order, but only implies the probable quantity that will be used. Commodities will be ordered on an as-needed basis. Bidder is responsible for accurate final counts.

L. Award

Award of contract shall be made to the most responsible, responsive bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price. Leon County reserves the right to be the sole judge as to whether items bid will serve the purpose intended. Leon County reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the County. Leon County reserves the right to award based upon individual line items, sections or total proposal.

M. Silence of Specifications for Complete Units

All materials, equipment and/or parts that will become a portion of the completed work, including items not specifically stated herein but, necessary to render the service(s) complete and operational per the specifications, are to be included in the proposed price. Vendor may be required to furnish evidence that the service, as bid, will meet or exceed these requirements.

N. Addenda

Any interpretations, corrections or changes to the specifications and plans will be made by addenda no later than forty-eight (48) hours prior to the proposal due date. Addenda will be

distributed to all known recipients of the proposal documents. Vendors shall acknowledge receipt of all addenda with submission of proposal.

O. General Bid Bond/Surety Requirements

Failure to furnish bid bond/surety, if requested, will result in proposal being declared non-responsive. Non-responsive proposals will not be considered for award.

P. General Insurance Requirements

Failure to furnish Affidavit of Insurance, if required in these specifications, will result in proposal being declared non-responsive. Non-responsive proposals will not be considered for award.

Q. Responsiveness

A responsive proposal shall substantially conform to the requirements of this Request for Proposal and/or specifications contained herein. Bidders who substitute any other terms, conditions, specifications and/or requirements or who qualify their proposals in such a manner as to nullify or limit their liability to the contracting entity shall have their proposals deemed non-responsive. Also, proposals containing any clause that would limit contracting authority shall be considered non-responsive. Examples of a non-responsive proposal include but shall not be limited to: a) bids that fail to conform to required delivery schedules as set forth in the RFP; b) bids with prices qualified in such a manner that the bid price cannot be determined, such as with vague wording that may include "price in effect at the time of delivery," and c) bids made contingent upon award of other bids currently under consideration.

R. Responsible Standing of Bidder

To be considered for award, bidder must at least: have the ability to obtain adequate financial resources, be able to comply with required or proposed delivery/completion schedule, have a satisfactory record of performance; have a satisfactory record of integrity and ethics, and be otherwise qualified and eligible to receive award.

S. Proprietary Data

Bidder may, by written request, indicate as confidential any portion(s) of a proposal that contain proprietary information, including manufacturing and/or design processes exclusive to the vendor. Leon County will protect from public disclosure such portions of a proposal, unless directed otherwise by legal authority, including existing Open Records Acts.

2. PERFORMANCE

A. Design, Strength, and Quality

Design, strength, and quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practices. The apparent silence of specifications and/or plans as to any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications and/or plans shall be made on the basis of this statement.

B. Age and Manufacture

All tangible goods being bid must be new and unused, unless otherwise specified, in first-class condition, of current manufacture, and furnished ready to use. All items not specifically mentioned that are required for a complete unit shall be furnished.

C. Delivery Location

All deliveries will be made to the address(es) specified on the purchase order during working hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, unless otherwise authorized by the Leon County Auditor's Office or designee.

D. Delivery Schedule

Delivery time may be an important consideration in the evaluation of best value. The maximum number of days necessary for delivery ARO shall be stated in the space, if provided, on the bid form.

E. Delivery Charges

All delivery and freight charges, F.O.B. destination shown on Leon County purchase order, as necessary to perform contract are to be included in the proposal.

F. Installation Charges

All charges for assembly, installation and set-up shall be included in the proposal. Unless otherwise stated, assembly, installation and set-up will be required.

G. Operating Instructions and Training

Clear and concise operating instructions and descriptive literature will be provided in English, if requested. On-site detailed training in the safe and efficient use and general maintenance of item(s) purchased shall be provided as needed at the request of Leon County. Instructions and training shall be at no additional cost to the County.

H. Storage

Bidder agrees to provide storage of custom ordered materials, if requested, for up to thirty (30) calendar days.

I. Compliance with Federal, State, County, and Local Laws

Bids must comply with all federal, state, county and local laws, including, but not limited to, all applicable standard safety, emission, and noise control requirements. Any vehicles or equipment shall contain all standard safety, emission, and noise control requirements required for the types and sizes of equipment at the time of their manufacture. The contractor agrees, during the performance of work or service, to comply with all applicable codes and ordinances of Leon County or the State of Texas as they may apply, as these laws may now read, or as they may hereafter be changed or amended.

J. OSHA

The bidder will certify all equipment complies with all regulations and conditions stipulated under the Williams-Steiger Occupational Safety and Health Act of 1971, as amended. The successful bidder will further certify that all items furnished under this project will conform and comply with federal and State of Texas OSHA standards. The successful bidder will agree to

indemnify and hold harmless Leon County for any and all damages that may be assessed against the County.

K. Patents and Copyrights

The successful vendor agrees to protect the County from claims involving infringements of patents and/or copyrights.

L. Samples, Demonstrations and Testing

At Leon County's request and direction, bidder shall provide product samples and/or testing of items bid to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested at any point prior to or following bid award. Samples, demonstrations and/or testing may be requested upon delivery and/or any point during the term of resulting contract. All samples (including return thereof), demonstrations, and/or testing shall be at the expense of the bidder/vendor.

M. Acceptability

All articles enumerated in the RFP shall be subject to inspection by an officer designated for that purpose by Leon County. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Leon County Auditor's Office, who shall have the right to reject the whole or any part of the same. Items and/or work determined to be contrary to specifications must be replaced at the vendor's expense. Inferior items not retrieved by the vendor within thirty (30) calendar days or an otherwise agreed upon time, shall become the property of the County. If disposal of such items warrants an expense, an amount equal to the disposal expense will be deducted from amounts payable to the vendor.

3. PURCHASE ORDERS AND PAYMENT

A. Purchase Orders

A purchase order(s) shall be generated by the Leon County Auditor's Office to the successful vendor. The purchase order number must appear on all itemized invoices and packing slips. The County will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.

B. Invoices

All invoices shall reference the Purchase Order number. Invoices shall reference the bid item number or a detailed description for each item invoiced. If an item purchased and itemized on the invoice does not correspond to an item in any of the categories awarded to the vendor, invoice shall reference the item as "N/C" to indicate that it is a non-contract item. This requirement is to assist the County in verifying contract pricing on all invoices. Payment will be made under terms of net thirty (30) days. All invoices shall be mailed to the Leon County Auditor's Office, PO Box 898, Centerville, Texas 75833.

C. Funding

Leon County is operated and funded on an October 1 to September 30 basis; accordingly, the County reserves the right to terminate, without liability to the County, any contract for which funding is not available.

D. Audit Provision

Seller shall establish a reasonable accounting system, which enables ready identification of seller's cost of goods and use of funds. Buyer may audit seller's records any time before three years after final payment to verify buyer's payment obligation and use of buyer's funds. This right to audit shall include subcontractors in which goods or services are subcontracted by seller. Seller shall insure buyer has these rights with subcontractor(s).

4. **CONTRACT**

A. Contract Definition

The General Conditions of Bidding and Terms of Contract, Specifications, Plans, Bidding Forms, Addenda, and any other documents made a part of this RFP shall constitute the complete bid. This proposal, when duly accepted by Leon County, shall constitute a contract equally binding between the successful bidder and Leon County.

B. Contract Agreement

Once a contract is awarded, the unit prices offered by the successful bidder shall remain firm for the term of the contract. Contract shall commence on date of award.

C. Change Order

No different or additional terms will become part of this contract with the exception of a change order. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing and at the discretion and approval of Leon County. No change order will be binding unless signed by an authorized representative of the County and the vendor.

D. Termination for Default

Leon County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default of this contract. Leon County reserves the right to terminate the contract immediately in the event the vendor fails to perform to the terms of specifications or fails to comply with the terms of this contract. Breach of contract or default authorizes the County to award to another vendor, purchase elsewhere, and charge the full increase in cost and handling to the defaulting party.

E. Invalid, Illegal, or Unenforceable Provisions

In case any one or more of the provisions contained in the Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this contract shall be considered as if such invalid, illegal, or unenforceable provision had never been contained herein.

F. Injuries or Damages Resulting from Negligence

Successful vendor shall defend, indemnify and save harmless Leon County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful vendor,

or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful vendor shall pay any judgment with cost which may be obtained against Leon County growing out of such injury or damages.

G. Interest by Public Officials

No public official shall have interest in this contract, in accordance with Texas local government code.

H. Warranty

The successful vendor shall warrant that all materials utilized in the performance of this contract shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

I. Uniform Commercial Code

The successful vendor and Leon County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

J. Venue

This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in the County of Leon, Texas.

K. Sale, Assignment, or Transfer of Contract

The successful vendor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Leon County.

L. Silence of Specifications

The apparent silence of these specifications as to any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

SPECIAL REQUIREMENTS/INSTRUCTIONS

The following requirements and instructions supersede General Requirements where applicable.

1. **Proposal Requirement**

Each bidder should submit as a bid this entire RFP, completed where necessary, for example, the RFP cover sheet, the Price Sheets, etc. Use an opaque envelope, clearly indicating on the outside the Job Number, Job Description, and marked "SEALED BID". Leon County shall not be responsible for any effort or cost expended in the preparation of a response to this RFP. All protests should be coordinated through the Auditor's Office prior to award recommendation to Commissioners' Court.

2. **Delivery Time**

If delivery is required, all items must be packaged to be protected from damage during shipping and handling. Any item(s) damaged in shipping must be replaced in kind, or repaired, by the contractor, at the discretion of, and at no additional charge to, Leon County.

3. **Payment**

Leon County will pay original invoices that clearly itemize the goods and/or services provided as to quantity, part number, description, price, applicable discount (if any), labor charges showing time differential, if applicable and if previously agreed to, and delivery, installation, and set-up costs, if applicable and if previously agreed to. Only charges as stated on the Bid Form(s) submitted as a part of the RFP will be considered. Invoices must indicate Leon County as applicable, the address to which the product(s) and/or service(s) were delivered, and the applicable purchase order number. Invoices will be matched to delivery tickets prior to payment; therefore, all delivery tickets should have an accurate description of the product(s) and/or service(s).

4. **Minimum Insurance Requirements**

- A. **The contractor shall, at all times during the term of this contract, maintain insurance coverage with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.**
- B. **All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents.**
- C. **Successful bidder shall be required, at his or her own expense, to furnish the Leon County Auditor's Office within ten (10) days of notification of award with certified copies of all insurance policies or certificates of insurance for General Liability, Workers Compensation, and Vehicle insurance coverage to be in force throughout the term of the contract. Leon County shall be named as an additional "INSURED". All insurance shall be in accordance with the governing federal, state, or local laws.**
- D. **The County reserves the right to require additional insurance should it deem necessary.**

- E. **Workers' Compensation (with Waiver of subrogation to Leon County) Employer's Liability, including all states, and other endorsements, if applicable to the Project. Statutory, and Bodily Injury by Accident: \$100,000 each employee. Bodily Injury by Disease: \$500,000 policy limit \$100,000 each employee. Leon County shall be named as "additional insured" on workers' compensation policy.**
- F. **Commercial General Liability Occurrence Form including, but not limited to, Premises and Operations, Products Liability Broad Form Property Damage, Contractual Liability, Personal and Advertising Injury Liability and where the exposure exists, coverage for watercraft, blasting collapse, and explosions, blowout, cratering and underground damage. \$500,000 each occurrence Limit Bodily Injury and Property Damage Combined \$500,000 Products-Completed Operations Aggregate Limit \$500,000 Per Job Aggregate \$500,000 Personal and Advertising Injury Limit. Leon County shall be named as "additional insured" on commercial general liability policy.**
- G. **Automobile Liability Coverage: \$300,000 Combined Liability Limits. Bodily Injury and Property Damage Combined. Leon County shall be named as "additional insured" on automobile policy.**
5. **Exceptions/Substitutions**
All proposal meeting the intent of this RFP will be considered for award. Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions and shall hold the bidder responsible to perform in strict accordance with the specifications of the bid. Leon County Commissioners Court reserves the right to accept any/or all/none of the exception(s)/substitution(s) deemed to be in the best interest of the County.

Federally Funded Contracts

Procurement Standards and Associated Matters

9.1 General Procurement Standards

Depending on the specific funding source of the procurement request, solicitation efforts by Leon County utilizing Federal funding are subject to additional procurement standards. 2 CFR PART 200 - UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS, and 24 CFR 85.36 - PROCUREMENT (U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) affect or may affect procurement requirements and mandate various contract terms. The foregoing listing is not exhaustive.

Special Note: As well relevant procurement standards on previous disaster recovery assistance projects may be found at 44 C.F.R. 13.36 (a)-(i) (States, local, and tribal governments), or other sources.

Procedures for Federally funded solicitations must include all required Federal clauses and language.

9.2 Sections 2 C.F.R. §§ 200.318- 200.326.

These sections impose requirements for federally funded contracts across a broad range of granting agencies. The County, a non-Federal entity and generally a subrecipient in these grant programs, is subject to these requirements. Sections 200.318 through 200.326, as such regulations exist on the date of the Auditor's Office adoption of these policies, follow:

2 C.F.R. §200.318. General procurement standards.

(a) The Non-Federal entity must use its own documented procurement procedures which reflect applicable State, local and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this part.

(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.

(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 § 200.213 Suspension and debarment.

(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.

78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014; 80 FR 43309, July 22, 2015; 80 FR 45395, July 30, 2015

2 C.F.R. § 200.319. Competition.

(a) All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. 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.

(b) 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.

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

(d) 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.

78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec.19, 2014

2 C.F.R. § 200.320. Methods of procurement to be followed.

The non-Federal entity must use one of the following methods of procurement.

(a) Procurement by micro-purchases. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (§200.67 Micro-purchase). To the extent practicable, the non-Federal entity must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable.

(b) Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the Simplified Acquisition Threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.

(c) Procurement by sealed bids (formal advertising). 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 bid method

is the preferred method for procuring construction if the conditions in paragraph (c)(1) of this section apply.

- (1) In order for sealed bidding to be feasible, the following conditions should be present:
 - (ii) A complete, adequate, and realistic specification or purchase description is available;
Two or more responsible bidders are willing and able to compete effectively for the business;
and
 - (iii) 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.

- (2) If sealed bids are used, the following requirements apply:
 - (i) Bids must be solicited from an adequate number of known suppliers, 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;
 - (ii) 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;
 - (iii) 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;
 - (iv) 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
 - (v) Any or all bids may be rejected if there is a sound documented reason.

(d) Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

- (1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;
- (2) Proposals must be solicited from an adequate number of qualified sources;
- (3) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;
- (4) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
- (5) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated, and the most qualified competitor 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 are a potential source to perform the proposed effort.

(e) Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

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

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

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

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

78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014; 80 FR 54409, Sept 10, 2015

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

(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 (1) through (5) of this section.

69 FR 26280, May 11, 2004; 78 FR 78608, Dec. 26, 2013, unless otherwise noted 2 C.F.R. § 200.322.

Procurement of recovered materials.

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.

78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014

2 C.F.R. § 200.323. Contract cost and price.

(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-Cost Principles 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.

69 FR 26280, May 11, 2004; 78 FR 78608, Dec. 26, 2013, unless otherwise noted 2 C.F.R. § 200.324.

Federal awarding agency or pass-through entity review.

(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.

69 FR 26280, May 11, 2004; 78 FR 78608, Dec. 26, 2013, unless otherwise noted

2 C.F.R. § 200.325. Bonding requirements.

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 obligations 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.

69 FR 26280, May 11, 2004; 78FR 78608, Dec. 26, 2013, unless otherwise noted

2 C.F.R. § 200.326. Contract provisions.

The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200-Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

69 FR 26280, May 11, 2004; 78 FR 78608, Dec. 26, 2013, unless otherwise noted

9.3 2 C.F.R. Part 200, Appendix II

2 C.F.R. Part 200, Appendix II is also applicable, and requires as follows: 2 C.F.R. Part, 200, Appendix II

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 currently set at \$150,000, 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 affected 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 SJ. 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 sub-recipient 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 government wide 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 (31U.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 31U.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 §200.322 Procurement of recovered materials.
78 FR 73608, Dec. 26, 2013, as amended at 79 FR 75888, Dec.19, 2014

9.4 Additional Contract Requirements Remedies

A. Standard: Contracts for more than the simplified acquisition threshold (\$150,000) 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. See 2 C.F.R. Part 200, Appendix II, A.

B. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

Termination for Cause and Convenience.

a. 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 affected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II, B.

b. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

Equal Employment Opportunity.

a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12319, 12935, 3 C.F.R. 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 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, C.

b. Key Definitions.

(1) Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

(2) Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

c. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

d. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause: "During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the

administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

Davis Bacon Act and Copeland Anti-Kickback Act.

a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

b. 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 at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, D.

c. 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.

d. 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.

e. In contracts subject to the Davis-Bacon Act, 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 at 29 C.F.R. 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 Copeland Anti-Kickback 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 FEMA.

f. The regulation at 29 C.F.R. § 5.S(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback Act." However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

"Compliance with the Copeland "Anti-Kickback" Act.

(1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

Contract Work Hours and Safety Standards Act.

a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

b. Where applicable (see 40 U.S.C. § 3701), 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 at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, E.

c. Under 40 U.S.C. § 3702, 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.

d. 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.

e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

"Compliance with the Contract Work Hours and Safety Standards Act"

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

Rights to Inventions Made Under a Contract or Agreement.

a. Stafford Act Disaster Grants. This requirement does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households - Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

b. If the FEMA award meets the definition of "funding agreement" under 37 C.F.R. §401.2(a) and the non-Federal entity 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 non-Federal entity must comply with the requirements of 37 C.F.R. 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 FEMA. See 2 C.F.R. Part 200, Appendix II, F.

c. The regulation at 37 C.F.R. §401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley

Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

Clean Air Act and the Federal Water Pollution Control Act.

Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor 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 FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, 11 G.

a. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of \$150,000: "Clean Air Act"

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

"Federal Water Pollution Control Act"

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA."

Debarment and Suspension.

a. **Applicability:** The federal debarment and suspension provisions apply to all federal granting agencies.

b. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).

c. These regulations restrict awards, sub-awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, if H; and Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance Procurement Disaster Assistance Team (POAT) Field Manual Chapter IV, 6.d, and Appendix C, 2 [hereinafter POAT Supplement]. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that 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. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; POAT Supplement, Chapter IV, 6.d and Appendix C,

d. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipient.

e. Specifically, a covered transaction includes the following contracts for goods or services:

(1) The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.

(2) The contract requires the approval of FEMA, regardless of amount.

(3) The contract is for federally-required audit services.

(4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.

f. The following provides a debarment and suspension clause. It incorporates an optional method of assurances that contractors are not excluded or disqualified:

Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

Byrd Anti-Lobbying Amendment.

a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

b. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, 11 I; 44 C.F.R. Part 18; POAT Supplement, Chapter IV, 6.c; Appendix C, 4.

c. 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. See PDAT Supplement, Chapter IV, 6.c and Appendix C, 4.

d. The following provides a Byrd Anti-Lobbying contract clause: "Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended) Contractors who apply or bid for an award of \$100,000 or more shall 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 31U.S.C. §1352. Each tier shall also disclose any lobbying with non-Federal

funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient."

Procurement of Recovered Materials

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. 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, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, J; 2 C.F.R. § 200.322; PDAT Supplement, Chapter V, 7.
- c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. 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 by 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.
- d. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:
 - (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired-
 - (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
 - (ii) Meeting contract performance requirements; or
 - (iii) At a reasonable price.
 - (2) Information about this requirement, along with the list of EPA designate items, is available at EPA's Comprehensive Procurement Guidelines website:
<https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>."

9.5 Additional FEMA Requirements

- a. The Uniform Rules authorize FEMA to require additional provisions for nonfederal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:
- b. Changes. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to

alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

c. Access to Records. All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, XXVI (2013).

d. The following provides a contract clause regarding access to records:

"Access to Records. The following access to records requirements applies to this contract:

(1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract."

DHS Seal, Logo, and Flags

a. All Non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, XXV (2013).

b. The following provides a contract clause regarding DHS Seal, Logo, and Flags: "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval."

Compliance with Federal Law, Regulations, and Executive Orders

a. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

b. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: "This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives."

No Obligation by Federal Government

a. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the Non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

The following provides a contract clause regarding no obligation by the Federal Government: "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the Non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

Program Fraud and False or Fraudulent Statements or Related Acts

a. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

b. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: "The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract."

9.6 Appendix A, 44 C.F.R. Part 18- Certification Regarding Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000). The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure

Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official Date

9.7 Requirements on FEMA funded projects - 44 CFR 13.36 - Procurement

(a) States. When procuring property and services under a grant, a State will follow the same policies and procedures it uses for procurements from its non-Federal funds. The State will ensure that every purchase order or other contract includes any clauses required by Federal statutes and executive orders and their implementing regulations. Other grantees and subgrantees will follow paragraphs (b) through (i) in this section.

(b) Procurement standards.

(1) Grantees and subgrantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this section.

(2) Grantees and subgrantees will maintain a contract administration system which ensures that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(3) Grantees and subgrantees will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer or agent of the grantee or subgrantee shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

(i) The employee, officer or agent,

(ii) Any member of his immediate family,

(iii) His or her partner, or

(iv) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or subgrantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements. Grantee and subgrantees may set minimum rules where the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrantee's officers, employees, or agents, or by contractors or their agents. The awarding agency may in

regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest

(4) Grantee and subgrantee procedures will provide for a review of proposed procurements to avoid purchase 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.

(5) To foster greater economy and efficiency, grantees and subgrantees are encouraged to enter into State and local intergovernmental agreements for procurement or use of common goods and services.

(6) Grantees and subgrantees are 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.

(7) Grantees and subgrantees are 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.

(8) Grantees and subgrantees will make awards 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.

(9) Grantees and subgrantees will maintain records sufficient to detail the significant history of a 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.

(10) Grantees and subgrantees will use time and material type contracts only-

- (i) After a determination that no other contract is suitable, and
- (ii) If the contract includes a ceiling price that the contractor exceeds at its own risk.

(11) Grantees and subgrantees alone will 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 grantee or subgrantee of any contractual responsibilities under its contracts. Federal agencies will not substitute their judgment for that of the grantee or subgrantee unless the matter is primarily a federal concern. Violations of law will be referred to the local, State, or federal authority having proper jurisdiction.

(12) Grantees and subgrantees will have protest procedures to handle and resolve disputes relating to their procurements and shall in all instances disclose information regarding the protest to the awarding agency. A protester must exhaust all administrative remedies with the grantee and

subgrantee before pursuing a protest with the Federal agency. Reviews of protests by the Federal agency will be limited to:

- (i) Violations of Federal law or regulations and the standards of this section (violations of State or local law will be under the jurisdiction of State or local authorities) and
- (ii) Violations of the grantee's or subgrantee's protest procedures for failure to review a complaint or protest. Protests received by the Federal agency other than those specified above will be referred to the grantee or subgrantee.

(c) Competition

(13) All procurement transactions will be conducted in a manner providing full and open competition consistent with the standards of section 13.36. Some of the situations considered to be restrictive of competition include but are not limited to:

- (i) Placing unreasonable requirements on firms in order for them to qualify to do business,
- (ii) Requiring unnecessary experience and excessive bonding,
- (iii) Noncompetitive pricing practices between firms or between affiliated companies,
- (iv) Noncompetitive awards to consultants that are on retainer contracts,
- (v) Organizational conflicts of interest,
- (vi) Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance of other relevant requirements of the procurement, and
- (vii) Any arbitrary action in the procurement process.

(i) Grantees and subgrantees will conduct procurements in a manner that prohibits the use of statutorily or administratively imposed in-State or local 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/EI) 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.

(14) Grantees will have written selection procedures for procurement transactions. These procedures will ensure that all solicitations:

- (i) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall 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, shall 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 equal" description may be used as a means to define the performance or other salient requirements of a procurement. The specific features of the named brand which must be met by offerors shall be clearly stated; and
- (ii) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(15) Grantees and subgrantees will 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, grantees and subgrantees will not preclude potential bidders from qualifying during the solicitation period.

(d) Methods of procurement to be followed

(1) Procurement by small purchase procedures Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the simplified acquisition threshold fixed at 41 U.S.C. 403(11) (currently set at \$100,000). If small purchase procedures are used, price or rate quotations shall be obtained from an adequate number of qualified sources.

(2) Procurement by sealed bids (formal advertising). 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 bid method is the preferred method for procuring construction, if the conditions in § 13.36(d)(2) (i) apply.

(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 and 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) The invitation for bids will be publicly advertised and bids shall be solicited from an adequate number of known suppliers, providing them sufficient time prior to the date set for opening the bids;

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

(C) All bids will be publicly opened at the time and place prescribed in the invitation for bids;

(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 shall 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.

(3) Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed-price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

- (i) Requests for proposals will be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals shall be honored to the maximum extent practical;
- (ii) Proposals will be solicited from an adequate number of qualified sources;
- (iii) Grantees and subgrantees will have a method for conducting technical evaluations of the proposals received and for selecting awardees;
- (iv) Awards will be made to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
- (v) Grantees and subgrantees may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/EI professional services whereby competitors' qualifications are evaluated, and the most qualified competitor 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 are a potential source to perform the proposed effort.

(4) Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source, or after solicitation of a number of sources, competition is determined inadequate.

- (i) Procurement by noncompetitive proposals may be used only when the award of a contract is infeasible under small purchase procedures, sealed bids or competitive proposals and one of the following circumstances applies:

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

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

(C) The awarding agency authorizes noncompetitive proposals; or

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

- (ii) Cost analysis, i.e., verifying the proposed cost data, the projections of the data, and the evaluation of the specific elements of costs and profits, is required.
- (iii) Grantees and subgrantees may be required to submit the proposed procurement to the awarding agency for pre-award review in accordance with paragraph (g) of this section.

(E) Contracting with small and minority firms, women's business enterprise and labor surplus area firms.

(1) The grantee and subgrantee will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

(2) Affirmative steps shall include:

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

(f) Contract cost and price.

(1) Grantees and subgrantees must perform a cost or price analysis in connection with every procurement action including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, grantees must make independent estimates before receiving bids or proposals. A cost analysis must be performed when the offeror is required to submit the elements of his estimated cost, e.g., under professional, consulting, and architectural engineering services contracts. A cost analysis will be necessary when adequate price competition is lacking, and for sole source procurements, including contract modifications or change orders, unless price reasonableness can be established on the basis of a catalog or market price of a commercial product sold in substantial quantities to the general public or based on prices set by law or regulation. A price analysis will be used in all other instances to determine the reasonableness of the proposed contract price.

(2) Grantees and subgrantees will 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 will 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.

(3) Costs or prices based on estimated costs for contracts under grants will be allowable only to the extent that costs incurred, or cost estimates included in negotiated prices are consistent with Federal cost principles (see § 13.22). Grantees may reference their own cost principles that comply with the applicable Federal cost principles.

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

(g) Awarding agency review.

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

(2) Grantees and subgrantees must on request make available for awarding agency pre-award review procurement documents, such as requests for proposals or invitations for bids, independent cost estimates, etc. when:

- (i) A grantee's or subgrantee's procurement procedures or operation fails to comply with the procurement standards in this section; or
- (ii) 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; or
- (iii) The procurement, which is expected to exceed the simplified acquisition threshold, specifies a "brand name" product; or
- (iv) The proposed award 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
- (v) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the simplified acquisition threshold.

(3) A grantee or subgrantee will be exempt from the pre-award review in paragraph (g)(2) of this section if the awarding agency determines that its procurement systems comply with the standards of this section.

- (i) A grantee or subgrantee may request that its procurement system be reviewed by the awarding agency to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews shall occur where there is a continuous high-dollar funding, and third-party contracts are awarded on a regular basis.
- (ii) A grantee or subgrantee may self-certify its procurement system. Such self-certification shall not limit the awarding agency's right to survey the system. Under a self-certification procedure, awarding agencies may wish to rely on written assurances from the grantee or subgrantee that it is complying with these standards. A grantee or subgrantee will cite specific procedures, regulations, standards, etc., as being in compliance with these requirements and have its system available for review.

(h) Bonding requirements. For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold, the awarding agency may accept the bonding policy and requirements of the grantee or subgrantee provided the awarding agency has made a determination that the awarding agency's interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:

(1) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall 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 his bid, execute such contractual documents as may be required within the time specified.

(2) 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 obligations under such contract.

(3) 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.

(i) Contract provisions. A grantee's and subgrantee's contracts must contain provisions in paragraph (i) of this section. Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy.

(1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)

(2) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be affected and the basis for settlement. (All contracts in excess of \$10,000)

(3) Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees)

(4) Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts and subgrants for construction or repair)

(5) Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts in excess of \$2000 awarded by grantees and subgrantees when required by Federal grant program legislation)

(6) Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers)

(7) Notice of awarding agency requirements and regulations pertaining to reporting.

(8) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract

(9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.

(10) Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

(11) Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

(12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)

(13) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94- 163, 89 Stat. 871). [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr.19, 1995]

9.8 Procurement Standards on U.S. Department of Housing and Urban Development (HUD) 24 CFR 85.36 - Procurement Standards

(a) States. When procuring property and services under a grant, a State will follow the same policies and procedures it uses for procurements from its non-Federal funds. The State will ensure that every purchase order or other contract includes any clauses required by Federal statutes and executive orders and their implementing regulations. Other grantees and sub grantees will follow paragraphs (b) through (i) in this section.

(b) Procurement standards.

(1) Grantees and sub grantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this section.

(2) Grantees and sub grantees will maintain a contract administration system which ensures that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(3) Grantees and sub grantees will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer or agent of the grantee or sub grantee shall participate in selection, or in the award or

administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- (i) The employee, officer or agent,
- (ii) Any member of his immediate family,
- (iii) His or her partner, or
- (iv) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or sub grantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub agreements. Grantee and sub grantees may set minimum rules where the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and sub grantee's officers, employees, or agents, or by contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

(4) Grantee and sub grantee procedures will provide for a review of proposed procurements to avoid purchase 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.

(5) To foster greater economy and efficiency, grantees and sub grantees are encouraged to enter into state and local intergovernmental agreements for procurement or use of common goods and services.

(6) Grantees and sub grantees are 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.

(7) Grantees and sub grantees are 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.

(8) Grantees and sub grantees will make awards 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.

(9) Grantees and sub grantees will maintain records sufficient to detail the significant history of a 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.

(10) Grantees and sub grantees will use time and material type contracts only -

- (i) After a determination that no other contract is suitable, and
- (ii) If the contract includes a ceiling price that the contractor exceeds at its own risk.

(11) Grantees and sub grantees alone will 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 grantee or sub grantee of any contractual responsibilities under its contracts. Federal agencies will not substitute their judgment for that of the grantee or sub grantee unless the matter is primarily a Federal concern. Violations of law will be referred to the local, State, or Federal authority having proper jurisdiction.

(12) Grantees and sub grantees will have protest procedures to handle and resolve disputes relating to their procurements and shall in all instances disclose information regarding the protest to the awarding agency. A protester must exhaust all administrative remedies with the grantee and sub grantee before pursuing a protest with the Federal agency. Reviews of protests by the Federal agency will be limited to:

- (i) Violations of Federal law or regulations and the standards of this section (violations of State or local law will be under the jurisdiction of State or local authorities) and
- (ii) Violations of the grantees or sub grantees protest procedures for failure to review a complaint or protest. Protests received by the Federal agency other than those specified above will be referred to the grantee or sub grantee.

c. Competition.

(1) All procurement transactions will be conducted in a manner providing full and open competition consistent with the standards of 85.36. Some of the situations considered to be restrictive of competition include but are not limited to:

- (i) Placing unreasonable requirements on firms in order for them to qualify to do business,
- (ii) Requiring unnecessary experience and excessive bonding,
- (iii) Noncompetitive pricing practices between firms or between affiliated companies,
- (iv) Noncompetitive awards to consultants that are on retainer contracts,
- (v) Organizational conflicts of interest,
- (vi) Specifying only a brand name product instead of allowing an equal product to be offered and describing the performance of other relevant requirements of the procurement, and
- (vii) Any arbitrary action in the procurement process.

(2) Grantees and sub grantees will conduct procurements in a manner that prohibits the use of statutory or administratively imposed in-State or local 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.

(3) Grantees will have written selection procedures for procurement transactions. These procedures will ensure that all solicitations:

- (i) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall 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, shall 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 equal description may be used as a means to define the performance or other salient requirements of a procurement. The specific features of the named brand which must be met by offerors shall be clearly stated; and
- (ii) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(4) Grantees and sub grantees will ensure that all pre-qualified 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, grantees and sub grantees will not preclude potential bidders from qualifying during the solicitation period.

(d) Methods of procurement to be followed -

(1) Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the simplified acquisition threshold fixed at 41 U.S.C. 403(11) (currently set at \$100,000). If small purchase procurements are used, price or rate quotations will be obtained from an adequate number of qualified sources.

(2) Procurement by sealed bids (formal advertising). 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 bid method is the preferred method for procuring construction, if the conditions in 85.36(d)(2)(i) apply.

(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) The invitation for bids will be publicly advertised and bids shall be solicited from an adequate number of known suppliers, providing them sufficient time prior to the date set for opening the bids;

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

(C) All bids will be publicly opened at the time and place prescribed in the invitation for bids;

(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 shall 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.

(3) Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed-price or cost reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

(i) Requests for proposals will be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals shall be honored to the maximum extent practical;

(ii) Proposals will be solicited from an adequate number of qualified sources;

(iii) Grantees and sub grantees will have a method for conducting technical evaluations of the proposals received and for selecting awardees;

(iv) Awards will be made to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

(v) Grantees and sub grantees may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated, and the most qualified competitor 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 are a potential source to perform the proposed effort.

(4) Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source, or after solicitation of a number of sources, competition is determined inadequate. Procurement by noncompetitive proposals may be used only when the award of a contract is irfeasible under small purchase procedures, sealed bids or competitive proposals and one of the following circumstances applies:

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

(B) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation.

(C) The awarding agency authorizes noncompetitive proposals; or

- (D) After solicitation of a number of sources, competition is determined inadequate.
- (ii) Cost analysis, i.e., verifying the proposed cost data, the projections of the data, and the evaluation of the specific elements of costs and profit, is required.
 - (iii) Grantees and sub grantees may be required to submit the proposed procurement to the awarding agency for pre-award review in accordance with paragraph (g) of this section.
- (e) Contracting with small and minority firms, women's business enterprise and labor surplus area firms.
- (1) The grantee and sub grantee will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.
- (2) Affirmative steps shall include:
- (i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - (iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
 - (iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
 - (v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and
 - (vi) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (e)(2) (i) through (v) of this section.
- (f) Contract Cost and Price
- (1) Grantee and sub grantees must perform a cost or price analysis in connection with every procurement action including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, grantees must make independent estimates before receiving bids or proposals. A cost analysis must be performed when the offeror is required to submit the elements of his estimated cost, e.g., under professional consulting, and architectural engineering services contracts. A cost analysis will be necessary when adequate price competition is lacking, and the sole source procurements, including contract modifications or change orders, unless price reasonableness can be established on the basis of a catalog or market price on a commercial product sold in substantial quantities to the general public or based on prices set by law or regulation. A price analysis will be used in all other instances to determine the reasonableness of the proposed contract price.
- (2) Grantees and subgrantees will 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 will 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.

(3) Costs or prices based on estimated costs for contracts under grants will be allowable only to the extent that costs incurred, or cost estimates included in negotiated prices are consistent with Federal cost principles (24 C.F.R. 85.22). Grantees may reference their own cost principles that comply with the applicable Federal cost principles.

(4) The cost plus a percentage of cost and percentage of contracting shall not be used.

(g) Awarding agency review.

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

(2) Grantees and sub grantees must on request make available for awarding agency pre-award review procurement documents, such as requests for proposals or invitations for bids, independent cost estimates, etc., when:

- (i) A grantee's or sub grantee's procurement procedures or operation fails to comply with the procurement standards in this section; or
- (ii) 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; or
- (iii) The procurement, which is expected to exceed the simplified acquisition threshold, specifies a brand name product; or
- (iv) The proposed award 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
- (v) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the simplified acquisition threshold.

(3) A grantee or sub grantee will be exempt from the pre-award review in paragraph (g)(2) of this section if the awarding agency determines that its procurement systems comply with the standards of this section.

- (i) A grantee or sub grantee may request that its procurement system be reviewed by the awarding agency to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews shall occur where there is a continuous high-dollar funding, and third-party contracts are awarded on a regular basis;
- (ii) A grantee or sub grantee may self-certify its procurement system. Such self-certification shall not limit the awarding agency's right to survey the system. Under a self-certification

procedure, awarding agencies may wish to rely on written assurances from the grantee or sub grantee that it is complying with these standards. A grantee or sub grantee will cite specific procedures, regulations, standards, etc., as being in compliance with these requirements and have its system available for review.

(h) Bonding requirements.

For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold, the awarding agency may accept the bonding policy and requirements of the grantee or sub grantee provided the awarding agency has made a determination that the awarding agency's interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:

(1) A bid guarantee from each bidder equivalent to five percent of the bid price. The bid guarantee shall 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 his bid, execute such contractual documents as may be required within the time specified.

(2) 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 obligations under such contract.

(3) 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.

(i) Contract provisions.

A grantee's and sub grantee's contracts must contain provisions in paragraph (i) of this section. Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Procurement Policy.

(1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)

(2) Termination for cause and for convenience by the grantee or sub grantee including the manner by which it will be affected and the basis for settlement. (All contracts in excess of \$10,000)

(3) Compliance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR Chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or sub grantees)

(4) Compliance with the Copeland "Anti-Kickback" Act (18 USC 874) as supplemented in Department of Labor regulations (29 CFR part 3). (All contracts and subgrants for construction or repair)

(5) Compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by Department of Labor regulations (29 CFR part SJ. (Construction contracts in excess of \$2,000 awarded by grantees and subgrantees when required by Federal grant program legislation)

(6) Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers)

(7) Notice of awarding agency requirements and regulations pertaining to reporting.

(8) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract

(9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.

(10) Access by the grantee, the subgrantee, the Federal granter agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

(11) Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

(12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000.)

(13) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

DAVIS-BACON PREVAILING WAGE RATES

"General Decision Number: TX20200214 01/03/2020

Superseded General Decision Number: TX20190214

State: Texas

Construction Type: Building

Counties: Leon and Milam Counties in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date
0 01/03/2020

ASBE0021-006 06/01/2016

LEON COUNTY

Table with 2 columns: Rates, Fringes. Row: Heat and Frost Insulator/Asbestos Worker... \$ 24.32 7.52

ASBE0087-003 01/01/2018

MILAM COUNTY

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 22.72	10.02

BOIL0074-003 01/01/2017

	Rates	Fringes
BOILERMAKER.....	\$ 28.00	22.35

CARP0551-007 04/01/2016

	Rates	Fringes
CARPENTER (Form Work Only).....	\$ 23.05	8.78

IRON0263-009 06/01/2017

Leon County

	Rates	Fringes
Ironworkers: Reinforcing & structural....	\$ 23.25	7.32

IRON0482-009 06/01/2017

Milam County

	Rates	Fringes
IRONWORKER, STRUCTURAL AND REINFORCING.....	\$ 22.15	6.68

LABO0154-002 05/01/2008

Milam County

	Rates	Fringes
Laborers: (Mason Tender - Cement/Concrete).....	\$ 12.98	3.49

LABO0154-018 05/01/2008

Leon County

	Rates	Fringes
Laborers: (Mason Tender - Cement/Concrete).....	\$ 14.53	3.49

* PLUM0068-002 10/01/2019

	Rates	Fringes
PLUMBER.....	\$ 36.15	11.04

SUTX2009-101 04/20/2009

	Rates	Fringes
BRICKLAYER.....	\$ 18.00	0.00

CARPENTER, Includes
Acoustical Ceiling

Installation, Batt Insulation, and Metal Stud Installation (Excludes Drywall Hanging, and Form Work).....	\$ 15.13	2.63
CEMENT MASON/CONCRETE FINISHER...	\$ 12.09	0.00
DRYWALL HANGER.....	\$ 13.89	1.00
ELECTRICIAN.....	\$ 18.06	4.87
LABORER: Common or General.....	\$ 9.24	0.00
LABORER: Landscape & Irrigation.....	\$ 8.50	0.22
LABORER: Mason Tender - Brick...	\$ 12.02	0.00
LABORER: Mortar Mixer.....	\$ 12.00	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 14.67	0.47
OPERATOR: Bulldozer.....	\$ 13.00	0.35
OPERATOR: Crane.....	\$ 21.33	0.00
OPERATOR: Forklift.....	\$ 14.58	0.00
OPERATOR: Loader (Front End)....	\$ 10.54	0.00
PAINTER: Brush, Roller and Spray.....	\$ 11.75	0.00
ROOFER.....	\$ 13.64	1.80
SHEET METAL WORKER.....	\$ 17.00	0.00
TILE SETTER.....	\$ 15.00	0.00
TRUCK DRIVER.....	\$ 10.68	0.34

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.		
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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their

own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates

the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor

200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

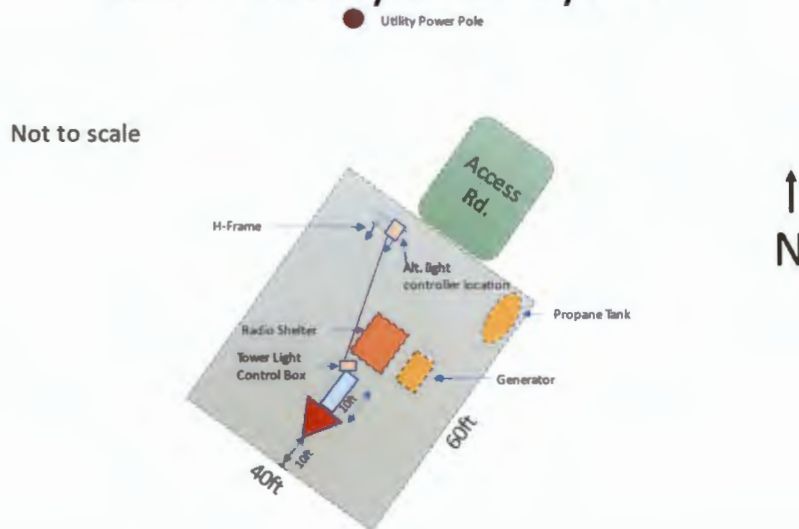
SECTION 4: SITE INFORMATION

The conceptual design for the Centerville tower site is shown below.



The Centerville site layout is shown below.

Leon County Site Layout



The tower location is shown below.



A diagram of the existing site grounding is shown below.



Prepared by Mission Critical Partners, LLC for Leon County, Texas

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