

REQUEST FOR EMERGENCY PROPOSALS

Matagorda County, Texas

City of Bay City, Texas

City of Palacios, Texas

RFP No.: 17-0015

Emergency disaster relief efforts as a result of Hurricane Harvey necessitate the need for an emergency procurement for debris monitoring services; therefore, the County of Matagorda, City of Bay City and City of Palacios, are requesting a proposal from your firm. Responses shall be prepared in brief and submitted to Kristen Kubecka, Matagorda County Auditor by at kkubecka@co.matagorda.tx.us no later than 5:00 p.m. (Central Time) on Friday, September 15, 2017. Upon review and evaluation of proposals by staff, additional information may be requested from the top-ranked proposer(s).

PURPOSE:

This Request for Proposals (RFP) invites submittals from experienced firms for the provision of Disaster Debris Monitoring and Consulting Services, services in Matagorda County, City of Bay City, and City of Palacios, Texas, immediately after a tornado, flooding event or other natural or man-made disaster. The objective of the RFP and subsequent contracting activity is to secure the services of a capable and experienced Offeror who is (1) capable of efficiently monitoring the removal of large volumes of disaster-generated waste from a large area in a timely and cost-effective manner. The County of Matagorda, City of Bay City, and City of Palacios intend to enter into a pre-positioned contract with one (1) Primary Offeror who may utilize both local and non-local resources to provide services in the event of activation by the County of Matagorda, City of Bay City, or City of Palacios following a tornado, flood or other natural or man-made disaster. The Offeror will be expected to have an initial management team mobilized to County of Matagorda, City of Bay City, or City of Palacios within 18-24 hours of receipt of the Notice to Proceed and to have mobilized all appropriate equipment and personnel to the County of Matagorda, City of Bay City, or City of Palacios area within 48 hours of receipt of the Notice to Proceed. The County of Matagorda, City of Bay City, and City of Palacios reserves the right to enter into contracts with more than one Primary Offeror in the event that no one firm can provide all of the necessary services.

PROPOSAL FORMAT:

The purpose of the Proposal is to demonstrate the technical capabilities, professional qualifications, past project experiences, and knowledge within this industry. The proposal should address the following:

1. Qualifications of Firm and Staff

a) Firm qualifications must include, at minimum, the following:

- Recent experience demonstrating current capacity, safety protocols, and current expertise in debris removal, solid waste and hazardous waste management and disposal.
- Documented knowledge and experience coordinating with Federal, State and Local emergency agencies.
- Experience representing local governments with various state and federal funding sources and reimbursement processes, including FEMA, FHWA, and NRCS.
- Experience with special disaster recovery program management services including private property/right-of-entry (ROE) work, leaning tree and hanging limb removal, hazardous material removal, vessel and vehicle recovery, asbestos abatement, data management, and hauler invoice reconciliation and contracting, and FEMA appeals assistance.

b) Provide references for which the firm has performed services that are similar to the requirements in the Scope of Services. References shall include local government entities for hurricane and flood debris monitoring experience. Provide the reference contact name, address, e-mail address, telephone numbers and date of services provided.

c) Provide a summary of staff qualifications. Key project staff (management staff including, but not limited

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to: project manager, collection and disposal operations managers, FEMA reimbursement specialist, data manager, etc.) must be full time employees of the proposing firm.

2. Contract Award and Evaluation Process

- a) An evaluation committee will examine all responses. Responses that do not conform to the instructions given or that do not address all the questions and/or services specified may be eliminated from consideration. Matagorda County, however, reserves the right to accept such a response if it is determined to be in the County's best interest to do so.
- b) Matagorda County may initiate discussions with respondents. Additional information will be accepted during this period from respondents who responded to the original request. Respondents may NOT initiate discussions. Matagorda County expects to conduct discussions with respondent personnel authorized to enter into contractual obligations.
- c) Matagorda County shall rank responses in accordance with the Evaluation Criteria listed in Section 6.0 and will review proposal content and its conformance to requirements. Following an initial evaluation, the evaluation team may recommend award without further discussion with one or more Offerors or may conduct discussions and interviews with top-ranked responsible Offeror(s).
- d) During the discussion / interview and negotiations, the evaluation team may allow the Offeror(s) to submit a best and final offer. Final offers shall be evaluated on the same criteria used in the first evaluation
- e) The award of the contract shall be made to the responsible Offeror whose proposal is determined to be the lowest and best evaluated offer resulting from negotiations, taking into consideration the relative importance of price and other evaluation factors set forth in this request for proposal.
- f) "Lowest and best" means an offer providing the best value for the County considering associated direct and indirect costs, including transport, maintenance, reliability, life cycle, warranties and customer service after a sale.
- g) Matagorda County is not bound to accept the lowest priced proposal if that proposal is judged not to provide the best value for the County.
- h) Proposals will be opened publicly to identify the names of the Offerors. Other contents of the proposals will not be disclosed prior to award or rejection by Matagorda County.
- i) Award of contract will be made by Matagorda County Commissioner's Court to the responsible Offeror determined to be the best evaluated offer resulting from negotiations. Matagorda County reserves the right to reject any and all proposals and is not obligated to award a contract pursuant to this request for proposal.

3. Historically Underutilized Businesses (HUB's) are encouraged to participate in the bid/RFP processes. Although Matagorda County does not certify HUB vendors, Matagorda County recognizes the certifications of other governmental entities. Per Code of Federal Regulations, Title 2, § 200.321, "Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms", if awarded vendor is a prime contractor and subcontractors are to be let by prime contractor, the following affirmative steps are required of the prime contractor:

- a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit

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maximum participation by small and minority businesses, and women's business enterprises;

- d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - e) 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.
4. Debarment and Suspension. Proposer must not be excluded or debarred by the System for Award Management (SAM) EPLS system to enter into a contract for services. You are encouraged to verify your firm's status at <https://www.SAM.gov>. Successful proposer will be required to submit Texas Ethics Commission Form 1295, CIQ, Conflict of Interest Questionnaire, (www.ethics.state.tx.us).
 5. Offerors shall abide to the provisions in the attached 2 CFR Appendix II to Part 200 to this RFP (Exhibit A).
 6. Insurance Requirements. Contractor shall furnish certificates of insurance to County evidencing compliance with the insurance requirements hereof for the duration of the project. Certificates shall indicate name of Contractor, name of insurance company, policy number, term of coverage and limits of coverage. In the event that the insurance is renewed during the duration of the contract, Contractor shall furnish certificate of insurance to the County evidencing renewal of policy within 30 days of renewal. Contractor shall provide County with at least 30 days prior written notice of any reduction in the limit of liability by endorsement of the policy, cancellation or non-renewal of the insurance coverage required under this Agreement.
 - a) Vendor's certificate of insurance supplied to Matagorda County, shall list Matagorda County as additionally insured.
 - b) The contractor shall maintain the following insurance:
 - **Worker s' Compensation and Employers Liability Insurance** in accordance with the laws of that State of Texas. Coverage shall be an amount not less than \$1,000,000.00 per employee for each accident or disease.
 - **Commercial General Liability Insurance** with limits not less than \$2,000,000.00 each occurrence and \$2,000,000.00 aggregate for bodily injury and property damage combined.
 - **Business Automobile Liability** coverage applying to owned, non-owned and hired automobiles with limits not less than \$300,000.00 each person and \$500,000.00 each accident for bodily injury and \$100,000.00 each accident for property damage.
 - **Additional Insured and Waiver of Subrogation:** All insurance policies required by this Contract, except Workers Compensation, shall name the County as an additional insured and shall contain a waiver of subrogation against the County, its agents and employees.
 - c) Offeror and Offeror's insurance carrier waive any and all rights whatsoever with regard to subrogation against Matagorda County as an indirect party to any suit arising out of personal or property damages resulting from Offeror's performance under this agreement.
 - d) No claim or right arising out of a breach of this contract can be discharged in whole, or in part, by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing, signed by the aggrieved.
 - e) If required coverage is written on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning from the time the work under this Contract is completed.
 - f) Contractor shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by the

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County.

- g) No cancellation of or changes to the certificates, or the policies, may be made without sixty (60) days prior, written notification to the County.
- h) Approval of the insurance by the County shall not relieve or decrease the liability of the Contractor.

7. Permits – Offeror shall be responsible for all permits.

8. Technical Approach - Provide a description of the Proposer's approach to the project, including startup procedures/requirements, debris estimate methodology, analysis of debris recovery operations and management of the debris recovery contractors, and billing/invoices reporting procedures to FEMA and Matagorda County, City of Bay City and City of Palacios.

9. Cost Proposal - Each Proposer must complete and submit, at minimum, the Cost Proposal Form/Fee Schedule included herein. The Cost Proposal will be evaluated on the hourly rates submitted on the cost proposal form for the labor positions listed. Non-labor projected costs will be billed to Matagorda County, City of Bay City, or City of Palacios, at cost without markup.

- a) **COST PROPOSAL FORM** - The hourly labor rates shall include all applicable overhead and profit. Non-labor related project costs will be billed to Matagorda County, City of Bay City, or City of Palacios at cost, without mark-up.

POSITIONS

HOURLY RATES

Project Manager	\$ _____
Operations Managers	\$ _____
Scheduler/Expeditors	\$ _____
GIS Analyst	\$ _____
Field Supervisors	\$ _____
Debris Site/Tower Monitors	\$ _____
Environmental Specialist	\$ _____
Data Manager	\$ _____
Field Coordinators (Crew Monitors)	\$ _____
Load Ticket Data Entry Clerks (QA/QC)	\$ _____
Billing/Invoice Analysts	\$ _____
Project Coordinators	\$ _____

- b) Other Required Positions. Proposer may include other positions with hourly rates.

- c) **EVALUATION OF PROPOSALS** - Evaluation of proposals and selection of a monitoring and management firm shall be at the sole discretion of Matagorda County, City of Bay City, or City of Palacios, based upon qualifications. Professional firms will be evaluated using the following criteria and respective weights.

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d) **Grading Criteria**

1.	Qualifications of firm and key staff	25%
2	Past history and experience of debris response operation in State disasters	25%
3.	Ability to respond and mobilization, monitoring capabilities	25%
4.	Cost of Services	25%

10. Scope of Disaster Debris Monitoring Services:

- a) The Disaster Debris Monitoring Contract will encompass the incorporated areas of the Matagorda County, City of Bay City and/or City of Palacios. Matagorda County, City of Bay City and/or City of Palacios' disaster recovery planning includes considerations for removing and processing the volumes and types of debris and waste expected to be generated by a major disaster such as a tornado or other natural or man-made hazard that encompasses the procedures for disposing of that material. The planning approach is formulated in part on the concept of strategic pre-positioning of the agreements and resources necessary for timely, coordinated recovery operations, including removal of debris and wastes from public property, public rights-of-way, private property, drainage areas/canals, waterways, and other public, eligible, or designated areas throughout Matagorda County, City of Bay City and/or City of Palacios using entity-owned and Offeror forces.
- b) Services shall be performed on an "as needed basis" when directed by Matagorda County, City of Bay City, or City of Palacios. Matagorda County, City of Bay City, or City of Palacios will provide guidance and direction on priorities and specific needs for the monitoring operations. The Offeror, in concert with Matagorda County, City of Bay City, or City of Palacios, shall determine the method and manner of monitoring the removal and disposal of debris that provide the greatest economy of operations and cost to Matagorda County, City of Bay City, or City of Palacios. The Offeror shall then provide for the cost-effective and efficient monitoring of materials accumulated or deposited on public property, as described above and the removal and final disposal of those materials. The Offeror will be expected to provide all personnel, equipment, forms, record keeping materials, supplies and other resources necessary to carry out the specified services and to provide ongoing and periodic reports to Matagorda County, City of Bay City, or City of Palacios for its use in providing documentation of State and Federal officials pursuant to Federal reimbursement of eligible recovery costs. The Offeror must be fully cognizant of all pertinent Federal (FEMA, U.S. Army Corps of Engineers, etc.) and State of Texas documentation requirements and procedures and be prepared to assist Matagorda County, City of Bay City, or City of Palacios staff in compiling and managing information and data necessary for those purposes. Prior to initiating work under this project, the Offeror shall present to Matagorda County, City of Bay City, or City of Palacios for review and discussion a General Operations Plan and sufficient supporting documentation to adequately describe all planned actions for monitoring the removal, handling and eventual disposal of disaster-generated debris and wastes. The Offeror shall agree to execute this plan, with all manners of contingencies recognized, upon being authorized by Matagorda County, City of Bay City, or City of Palacios to begin work. When identifying resources to be made available under this contract, the Offeror must use a planning standard approach. Specifically, the Offeror shall identify the expected sources and quantities of debris and other wastes that are expected to be encountered and the anticipated level of operational resources (personnel, equipment, TDSRS operations, etc.) that will be deployed by the Debris Management contractor. The Offeror must then identify sufficient monitoring resources (personnel, equipment, materials, etc.) to ensure the availability of personnel and equipment to initiate all required activities within 48 hours of being so directed. For this purpose, identification of Offeror/Sub-offeror(s) and a general equipment/personnel inventory will suffice. The Offeror will be responsible for coordinating operations in such a manner as to least interfere with the work of the Debris Removal and Hauling contractor, damage assessment teams, local utility company crews and other recovery operations forces. Such coordination shall be effected through communications with Matagorda County, City of Bay City, or City of Palacios designated departments and/or personnel when so authorized by the Matagorda County, City of Bay City, or City of

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Palacios. To the extent authorized by Matagorda County, City of Bay City, or City of Palacios or designee, the Offeror shall coordinate monitoring operations directly with the Debris Removal and Hauling contractor when necessary to achieve effective and efficient integration of forces. The Offeror shall provide reports, summaries, and analysis of daily activities associated with the debris and waste removal and disposal operations in the form and frequency specified by Matagorda County, City of Bay City, or City of Palacios, upon issuance of the authorization to proceed. The Offeror shall be prepared to advise Matagorda County, City of Bay City, or City of Palacios and other local officials of the types, scopes, forms, and formats of data and information required by Federal and State agencies and shall provide all pertinent documentation in a manner that satisfies those agencies' requirements.

c) Specific services summary:

- Serving as "Debris Manager" for disaster debris operations.
- Coordinating daily briefings on the status, effectiveness, volumes handled, staffing, and other pertinent data for all debris operations with Matagorda County, City of Bay City, or Palacios management staff.
- Monitoring and supervision of TDSRS locations and any other permitting/regulatory issues as necessary.
- All monitoring workforce requirements, including but not limited to staffing, training, equipment, safety training and enforcement, mobilization, transportation and logistic support.
- Site Safety Plan preparation and maintenance.
- Scheduling work for all team members and contractors on a daily basis.
- Hiring, scheduling, and managing field staff.
- Monitoring recovery contractor operations, and making/implementing recommendations to improve efficiency and speed up recovery work.
- Assisting Matagorda County, City of Bay City or City of Palacios with responding to public concerns, comments, and complaints.
- Certifying contractor vehicles for debris removal using methodology and documentation practices appropriate for contract monitoring.
- Truck and trailer measurement, certification, marking and tracking.
- Equipment registry and tracking.
- Debris/waste management workforce registry and tracking.
- Debris management tracking.
- Trip ticket management.
- Entering load tickets into a database application.
- Digitization of source documentation (such as load tickets).
- Developing daily operational reports to keep Matagorda County, City of Bay City, or City of Palacios informed of work progress.
- Development of maps, GIS applications, etc, as necessary.
- QA/QC program management.
- Comprehensive review, reconciliation, and validation of debris removal contractor(s) invoices prior to submission to Matagorda County, City of Bay City or City of Palacios for processing.
- Project Worksheet and other pertinent report preparation required for reimbursement by FEMA, FHWA and any other applicable agency for disaster recovery efforts by the Matagorda County, City of Bay City or City of Palacios and designated debris removal contractors.
- Final report and appeal preparation and assistance.
- Related activities for effective and efficient debris management operations deemed necessary or desirable on the basis of the Offeror's experience when authorized by Matagorda County, City of Bay City, or City of Palacios.

d) Offeror must have the capacity to manage a large workforce and to carry the expenses associated with a

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major recovery operation prior to the initial Matagorda County, City of Bay City, or City of Palacios payment and between subsequent payments, as well as the capacity to provide the necessary bonds and insurance. Each Offeror must also have: (1) an established management team, (2) an established network of resources to provide the necessary equipment and personnel, (3) comprehensive workforce management, operations, and safety plans, and (4) demonstrable experience in major disaster recovery cleanup projects. Although a single Offeror is preferred, Matagorda County, City of Bay City, or City of Palacios may at its sole discretion award multiple contracts if no single Offeror is capable of providing all of the necessary services.

- e) The debris management operations will be carried out under the direction of Matagorda County Emergency Management in conjunction with other Matagorda County, City of Bay City, and City of Palacios departments. Matagorda County, City of Bay City, and City of Palacios will be pre-contracting with one primary contractor for debris removal operations. That contractor will also be responsible, under certain conditions, for removal of hazardous, and toxic/hazardous waste associated debris such as construction and demolition debris, vegetative debris and other disaster associated debris caused by the disaster. That contractor is responsible for: (1) clearing roadways, (2) removing debris and certain waste from roadways, public right-of-ways, and public property, (3) operating Temporary Debris Staging and Reduction Areas, (4) volumetric reduction of debris, and ultimate disposal of the debris and waste. The general concept of disaster debris/waste removal operations includes multiple, scheduled passes of each populated area and each right-of-way directed. This will allow citizens to return to their properties and bring materials to the right-of-ways as recovery progresses. Matagorda County, City of Bay City, and City of Palacios will prescribe the specific procedures to be followed after ascertaining the scope and nature of the disaster's impacts. Curbside segregation of debris and disaster-generated or related wastes will be an element of the City's disaster recovery program. The debris management Contractor will be required to aid in the segregation and waste stream management processes. Any hazardous materials and/or industrial wastes encountered by the debris removal Contractor will be set aside for collection and disposal by the Contractor's properly trained and equipped removal team. Matagorda County, City of Bay City, and City of Palacios will pre-designate approximately Temporary Debris Staging and Reduction Sites (TDSR) for the sole purpose of the temporary staging and reduction of clean woody debris and construction and demolition materials. Matagorda County, City of Bay City, and City of Palacios will also help to identify the public and private landfills that will be used for disposal of storm generated debris. The Offeror will be expected to provide debris monitoring services at each TDSRS and landfill as well as in the field during clearing, loading and hauling operations. The Offeror will be responsible for monitoring all of the Debris Removal/Hauling activities during the course of the recovery/cleanup period.

11. Subcontractors –

- a) Offeror may use Subcontractors for this project. Offeror must list Subcontractors proposed for this project and their respective duties.
- b) No Subcontractor may provide services unless Matagorda County, City of Bay City, and/or City of Palacios consents. The Offeror shall be responsible for completing all contract work even if a Subcontractor has assumed responsibility to complete certain work. Also, the Offeror shall be responsible for the actions and performance of all Subcontractors. Furthermore, the Offeror agrees that any subcontract for this project will include the same mandatory insurance requirements in favor of Matagorda County, City of Bay City, and City of Palacios as are specified in the Matagorda County, City of Bay City, and City of Palacios's contract with the Offeror, unless Offeror provides such coverage for his/her Subcontractors. However, all subcontractors must provide their own Workers' Compensation Insurance per State law. Subcontractor certificates of insurance and endorsements must be collected by the Offeror and made available for Matagorda County, City of Bay City, and City of Palacios review upon request.

12. Award Letter/Notice to Proceed - After the award has been made in Commissioner's Court, an award letter will be sent to the Offeror with information on how to submit any required documentation needed to finalize the award. Once all required insurance, and other applicable forms have been submitted to the County Auditor, Matagorda County will contact the awarded Offeror.

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13. Emergency Contract Term

- a) Award of Emergency Contract shall begin upon approval of proposal by Commissioners court and shall continue for seven (7) days.
- b) Matagorda County retains the option to re-solicit new proposals at any time if in its best interest.

14. Termination - Right of Matagorda County to Terminate Contract.

- a) In the event that any of the provisions of this Contract are violated by the Contractor, or by any of its subcontractors, the County of Matagorda may serve written notice upon the Contractor of its intention to terminate the contract.
- b) The notices shall contain the reasons for such intention to terminate the Contract, and unless such violation or delay shall cease and satisfactory arrangement of correction be made within two (2) days, the Contract shall, upon the expiration of said two (2) days, cease and terminate. In the event of any such termination, Matagorda County shall immediately serve notice thereof upon the Contractor.

15. Public Assistant Consulting Services - As directed by the Matagorda County, City of Bay City or City of Palacios the Offeror shall provide:

- a) Identification of eligible emergency and permanent work (Category A-G);
- b) Damage Assessment
- c) Assistance in attaining Immediate Needs Funding;
- d) Prioritization of recovery workload;
- e) Loss measurement and categorization;
- f) Insurance evaluation, documentation adjusting and settlement services;
- g) Project Worksheet formulation, generation and review.
- h) FEMA, FHWA, HMGP, CDBG, NRCS and additional reimbursement support;
- i) Staff augmentation with experienced Public Assurance Coordinators and Project Officers;
- j) Interim inspections, final inspections, supplemental Project Worksheet generation and final review;
- k) Appeal services and negotiations;
- l) Reconstruction and long-term infrastructure planning; and
- m) Final review of all emergency and permanent work performed.

16. Disclosure of Certain Relationships

- a) Texas Local Government Code chapter 176 requires that any vendor or person who enters or seeks to enter into a contract with a local governmental entity (including any agent of such person or vendor) disclose in the Questionnaire Form CIQ the vendor or person's employment, affiliation, business relationship, family

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relationship or provision of gifts that might cause a conflict of interest with a local governmental entity. By law, this questionnaire must be completed and filed with the records administrator of Matagorda County no later than the seventh business day after the date the person engages or communicates with Matagorda County or becomes aware of facts that require the completion of the questionnaire pursuant to Texas Local Government Code section 176.006.

- b) A person commits an offense if the person knowingly violations Texas Local Government Code section 176.006. An offense under this section is a Class C misdemeanor.
- c) A copy of House Bill 23 which amended the Texas Local Government Code Chapter 176 is available at: <http://www.capitol.state.tx.us/tlodocs/84R/billtext/html/HB00023F.HTM>
- d) Texas Local Government Code Chapter 176 can be found here: <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>
- e) Questionnaire Form CIQ is included in this bid/offer
- f) By submitting a response to this request, the vendor or person represents compliance with the requirements of Texas Local Government Code chapter 176. If required, completed forms should be sent to:

Kristen Kubecka
Matagorda County Auditor
1700th Street Room 326
Bay City, Texas 77414

17. Certificate of Interested Parties - Effective January 1, 2016, all contracts and contract amendments, extensions, or renewals executed by the Commissioners Court will require the completion of Form 1295 "Certificate of Interested Parties" pursuant to Government Code § 2252.908. Form 1295 must be completed by vendor at time of signed contract submittal." Form 1295 and definitions are included in this bid/offer for your information.

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Exhibit A

Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

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 effected and the basis for settlement.

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

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

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

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under [37 CFR § 401.2](#) (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the

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recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

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

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

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

(J) See [§ 200.322](#) Procurement of recovered materials.

Initials_____