



Request for Proposal
RFP 23/24-EMP

FEMA Consultant

Schedule

Issue Date October 17, 2023
Question Deadline..... October 23, 2023 2:00 p.m.
RFP Closing** November 2, 2023 2:00 p.m.
Evaluations November 6, 2023
Award November 20, 2023

Submit **2 hours before Closing. All above mentioned times are expressed in Eastern Time.

Term:	Three years with, 1-year options to renew until completion
Annual Estimate:	Not to Exceed 5% of FEMA approved projects
RFP Composition:	-This RFP -Exhibits A-G -Scope of Work -Wage Determination References -District Purchase Order Process -District SAM.gov wage determination

Madison County School District
Finance Department
210 NE Duval Avenue
Madison, Florida 32340

School Board of Madison County, Florida

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Overview

Scope of the Work - The scope of the work consists of Providing Consulting Services for Disaster Recovery and FEMA Public Assistance as per specifications, terms and conditions.

This solicitation is comprised of three (3) parts:

- i) **Submission Instructions (includes Specification, Submission Instruction 21)**
- ii) **Special Conditions** and
- iii) **General Conditions**

The **Submission Instructions** are the requirements which should assist a Seller to submit a responsive, responsible and/or best value response to this solicitation. **The Special Conditions, if any, are terms and conditions that pertain to this particular procurement.** The **General Conditions** are the terms and conditions applicable for all District procurements and usually apply after award. The term "*bid*" includes responses to Request for Proposal (RFP).

To be considered, a Seller shall be both Responsive and Responsible; see definitions below. "For Florida Statute terminology purposes, this RFP should be considered an Invitation to Negotiate (ITN) that permits replies, discussions and revised proposals after **RFP Closing/Proposal Due** date".

"Responsive" means that a Seller's response fully conforms to all material respects of this solicitation and all its requirements, including form and substance.

"Responsible" means that a Seller demonstrates in their response that they have the capability and financial and technical capacity to perform the requirements of this solicitation and subsequent contract. Responsible Sellers shall not have been convicted of, or pled guilty to, crimes involving procurement fraud or damage to the environment during the previous three (3) years and shall not currently be included on any list of debarred or suspended business entities or individuals.

Sellers shall NOT expect an invitation to discuss their response later to make up for deficiencies. Instead, they will likely NOT be considered for award.

Communication – To ensure receipt of the most recent, complete information for this solicitation, please monitor and use www.madison.k12.fl.us. All communications pertaining to this solicitation shall go through www.madison.k12.fl.us or the Madison County School District Finance Office (after Bid Closing) from the time the solicitation is issued until the Board meeting; violators may be disqualified.

Information related to this solicitation will be posted on www.madison.k12.fl.us. Reference: Florida Statute 119.071.

Submission Instructions

1. Pre-Bid Meeting &/or Walk-Through – Not applicable.
2. Question Deadline – Questions must be submitted to tracie.truesdale@mcsbfl.us no later than the date and time as stated on the Time Schedule set forth above.
3. Preparation & Submission of Bids
 - (a) Each Seller shall complete the Bid Proposal form and indicate his Bid prices hereon in the proper spaces. All blanks shall be properly filled in.
 - (b) Each Bid must give the full name and business address of the Seller. Bids by a corporation must be signed with the legal name and followed by the manual signature and designation of an officer, agent or other person authorized to bind the corporation. Proposals by partnerships shall show the names of all partners and must be signed in the partnership name by one of the partners or by an authorized representative. In every case, the name of the person signing, and his designation shall be typed or printed below his signature.
 - (c) Bid proposals shall be submitted by mail to Madison County School District, ATTN: Mrs. Tracie Truesdale, 210 NE Duval Ave. Madison, FL 32340
 - (d) Any submission(s) provided to the District shall be at no cost. This includes but is not limited to labor, services, travel, data or samples.

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- (e) Prices shall include all taxes and fees. Do not assume the District will issue a direct purchase order.
 - (f) Any exceptions to this solicitation must be entered onto Exhibit E, "Exceptions to Solicitation". If a vendor enters in another area of their response, it will be **disregarded**.
4. Receipt of Bids – Bids will be received by mail to Madison County School District, ATTN: Mrs. Tracie Truesdale, 210 NE Duval Ave, Madison, FL 32340 **at the time and date stated on the cover sheet**. No Bids received thereafter will be considered.
5. Bid Addenda – Any bid addendum will be accepted from Sellers, if received prior to the opening of Bids. Addenda responses must be submitted to Madison County School District, ATTN: Mrs. Tracie Truesdale, 210 NE Duval Ave, Madison, FL 32340
6. Closing – Sellers may verify District receipt of their responses by emailing Mrs. Truesdale at tracie.truesdale@mcsbfl.us
7. Award of Contract
- (a) The contract will be awarded as soon as possible to the responsive and responsible Seller offering the best value Seller(s); provided the Bid is reasonable and it is in the best interest of the School Board to accept it.

Award criteria shall be based upon the following criteria (listed in order of emphasis; the first criteria having the highest emphasis):
 - 1. Proposers Qualifications
 - 2. Project Approach
 - 3. Staff Qualifications and Experience
 - 4. References
 - 5. Cost-Price/Fee Schedule
 - (b) The Buyer may waive minor deficiencies in Bids received when this is in the best interest of the District. This includes, but is not limited to, submitting a missing form, signature or clear description, provided the significant documents evidencing responsiveness are submitted, as solely determined by the Buyer.
 - (c) Each Seller shall be prepared, if so requested by the School Board, to present evidence of his experience, qualifications, bond/insurance capacity and financial ability to carry out the terms of the contract.
 - (d) The District reserves the right to reject any and all Bids when such rejection is in the District's best interest and/or to reject the Bid of any Seller who is not in a position to perform the contract.
 - (e) Quantities – The District reserves the right to increase or decrease the amounts stated herein to meet their needs.
 - (f) Term – This contract is for three (3) years and may be extended at the same terms and conditions, if mutually agreed to in writing, for additional twelve-month periods until completion and/or extended solely by the District for a period up to 180 days beyond the Term, including the final Term
 - (g) Contract Documents – The submission of a bid constitutes an offer by the Seller. If Board approval is required, the Finance Department will issue a letter of award. The District does not anticipate issuing a specific contract document for this award, however the District does reserve the right to request the Seller enter into a separate contract if determined to be in the best interest of the District. If a specific contract document is not requested, this solicitation, any addenda to this solicitation, the submitted bid, and the corresponding purchase order(s) and change order(s) will constitute the complete agreement between the successful Seller and the District. The District's documents shall take precedence. If a specific contract document is requested by the District, it shall be included with the above mentioned items as part of the contract agreement. Each bid is received with the understanding that an acceptance in writing by the District of the offer to furnish any or all of the services and materials described shall constitute a contract between the Seller and The District. This contract shall bind the Seller to furnish and deliver the services and materials quoted, at the prices stated and in accordance with the condition of said accepted bid.
 - (h) Purchase Order Required – Sellers who are awarded a contract resulting from this RFP are cautioned not to provide goods or services to any District site or to any District employee prior to receiving purchase orders issued by the District's Finance Department. Notification of Award is not to be construed as authorization to provide goods or services.
 - (i) Inability to Provide Goods/Services – In the event the awarded Seller can no longer provide the good and

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service per the requirements of this bid/contract, inclusive of option years, the Superintendent is authorized to award to the second lowest, responsive, responsible or best value Seller provided a price or cost analysis is first performed to ensure a new bid would not better serve the District's needs. If the second lowest, responsive, responsible Seller cannot honor their previous bid, the next low, responsive, responsible Seller may be considered, etc., subject to the same price or cost analysis described above.

- (j) **Evaluations** – The District will internally evaluate and make a complete recording of such evaluation that will be available per Florida Statute 119. For solicitations other than a request for proposal, request for qualification or an invitation to negotiate, an open evaluation may be requested if annotated on Exhibit A of your bid submission.
 - (k) **Discussions with Sellers** – The District intends to evaluate proposals and may, at its option, conduct discussions with Sellers whose proposals have been determined to be within the competitive range. If the Superintendent determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Superintendent may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the Seller's initial proposal should contain the Seller's best terms from a price and technical standpoint. As such, this clause permits submissions after proposal opening per Florida Statute 120.57(3)(f).
- 8. **Work Hours** – Work hours will be Monday-Friday, dawn to dusk, as determined by School Board representative.
 - 9. **References** – Seller must have at least three (3) references from customers for which the Seller has provided successful, similar work and the District can readily contact.
 - 10. **Form of Contract** – The contract shall be in the form of a Purchase Order or separate contract, as determined by District, which incorporates the terms and conditions of this solicitation and will be signed by personnel authorized by the School Board.
 - 11. **Appropriations** – The District's performance and obligation to issue orders and pay under this solicitation is contingent upon approval by the Board or its approved delegation.
 - 12. **Time of Completion** – Seller must agree to commence work promptly after execution of the Contract Agreement, and to fully complete the project in the specified time lines. Time of completion is considered to be of the essence of the contract.
 - 13. **Compliance with Laws** – Each Seller must comply with all Federal, State, local laws, State Board of Education Requirements SREF regulations and ordinances relating to the type of work involved.
 - 14. **Public Entity Crime** – Paragraph (2)(a) of Section 287.133, Florida Statutes - A person or affiliate who has been placed on the convicted Seller list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a Seller, supplier, sub-Seller, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted Seller list. The Seller certifies by submission of this bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - 15. **Protest** – When a solicitation is issued on www.madison.k12.fl.us the notice of intended award decision will be posted on www.madison.k12.fl.us. Failure to file a protest within the time prescribed in Section 120.57(3) b, Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. If the tabulation with the recommendation of award is not posted by said date and time, Procurement Services Department will endeavor to post a "Notice of Delay of Posting" to inform all respondents of the delay and the anticipated posting date and time.

Any person who files an action protesting a decision or intended decision pursuant to Florida Statute, shall post at the time of filing the formal written protest, a bond payable to the District in an amount equal to one percent (1%) of the total estimated contract value, but no less than \$500 nor more than \$5,000. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protester in the administrative

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hearing in which the action is brought and in any subsequent appellate court proceeding. If, after completion of the administrative hearing process and any appellate court proceedings, the District prevails, it shall recover all costs and charges, which shall be included in the final order or judgment.

From intended notice of award until Board approval, all communications shall be sent to the Mrs. Tracie Truesdale, Madison County School District, 210 NE Duval Avenue, Madison, Florida, 32340. From issuance of the solicitation until intended notice of award, all communications shall be sent to tracie.truesdale@mcsbfl.us.

Failure to file a written question or comment prior to the posted **Question Deadline** constitutes a waiver of filing a protest pertaining to the contents of this solicitation.

16. Product Recall – During the bid process and after contract award, the Seller shall provide immediate notice of any product recall and plans to substitute or remediate.
17. Non-Collusion – The Seller, by affixing his signature to this proposal, certifies that his bid is made without previous understanding, agreement, or connection with any person, firm or corporation making a bid for the same item(s), and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.
18. Piggyback – Purchases may be made under this bid by other “public agencies” within the State of Florida per DOE Regulation #6A1.012(5) and Florida Statute 163.01(3)(b) with the consent and agreement of the successful Seller(s). Such purchases shall be governed by the same terms and conditions as stated herein. In no event shall the District be responsible for issues pertaining to other governmental agencies.
19. Madison County Local Business Tax Receipt – Most businesses performing business in Madison County require a Local Business Tax Receipt. For exemptions, see <http://www.cctaxcol.com/businessstax.html>.
20. Order of Precedence – In the event of conflict amongst documents, the documents are listed in descending order of precedence (some may not apply): District’s Addenda, District’s clarifications to this solicitation, this solicitation, District’s specification, District’s plans/drawings, and Seller’s responses. Notwithstanding the above mentioned, the section of a document which offers the highest quality good and/or service to the District shall prevail. Seller shall immediately post any conflict with Mrs. Truesdale at tracie.truesdale@mcsbfl.us preferably before the Question Deadline.
21. State Term Contract Review – Before purchasing nonacademic commodities and contractual services, this procurement will be reviewed for economic advantage as compared to the State of Florida’s purchasing agreements and State term contracts available under Florida Statute 287.056.
22. E-Verify for School Board – School Board, Contractors and Subcontractors
 - (a) Beginning January 1, 2021, the School Board and its contractors and subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees as required by Section 448.095, Florida Statutes (the “Statute”). The School Board, its contractors or subcontractors may not enter into a contract or purchase order for labor, supplies or services unless each party to the contract registers with and uses the E-Verify system.
 - (b)
 - (1) If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with any unauthorized aliens.
 - (2) The contractor shall maintain a copy of such affidavit for the duration of the contract.
 - (c)
 - (1) If the School Board, contractor or subcontractor has a good faith belief that a person or entity with which it is contracting has knowingly violated the Statute, the School Board or its contractor shall terminate the contract with such person or entity.
 - (2) If the School Board has a good faith belief that a subcontractor knowingly violated this subsection, but the contractor otherwise complied with this subsection, the School Board shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.
 - (3) A contract terminated under this statute is not a breach of contract and may not be considered as such.
 - (d) The School Board, its contractors, or subcontractors may file an action with a circuit or county court to challenge a termination under the Statute no later than twenty (20) calendar days after the date on which the contract was terminated.

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- (e) If the School Board or any other public employer terminates a contract with a contractor under the Statute, the contractor may not be awarded a public contract for at least one (1) year after the date on which the contract was terminated.
 - (f) A contractor is liable for any additional costs incurred by the School Board as a result of the termination of a contract, including but not limited to attorney's fees, costs of rebidding and costs of completing the work or services or obtaining alternative goods.
23. Minority/Women-owned Business Enterprises (MWBE) – Seller should advise the District of any actions taken to have Minority/Women-owned Business Enterprises (MWBE) involved.

Special Conditions

1. Bonds – N/A
2. Claims & Negative Items – Respondent must submit the following below. If “None”, this must be stated on Exhibit D, References & Claims.
 - (a) Litigation - Identify all litigation in which your firm has been a party to legal action (including arbitration, administrative proceedings, etc.), or lawsuits during the last three (3) years involving a client for claims in excess of \$10,000. Include a brief legal description of the dispute and its current status. Please describe the particular circumstances giving rise to the dispute and the actions, which your firm took to attempt to settle the matter prior to and after a suit being filed.
 - (b) Describe in detail any projects within the last three (3) years where liquidated damages, penalties, liens, defaults, cancellations of contracts or terminations of contracts were imposed, claim warranties sought to be imposed threatened or filed against your organization.
 - (c) List any outstanding claims of latent defects or incomplete or inadequate warranty support on any project for which your firm was responsible.
 - (d) List negative items, to include but not limited to any regulatory/license agency sanctions, debt protection orders, dissolution under bankruptcy from creditors, and company acquisition/merger/take-over actions in last 3 years.
 - (e) Failure to provide complete, accurate information may be considered non-responsive.
3. Liquidated Damages – N/A
4. Brands – N/A
5. Seller Performance

The Seller shall provide competent, suitable, qualified personnel to perform any project required by this solicitation which becomes the resultant contract. The Seller shall at all times maintain good discipline and order while on District property. Seller employees and subcontractor employees (if authorized) assigned to this project must be pre-screened and will be thoroughly reviewed for but not limited to current certification and documentation.

 - a) The Seller shall be responsible for the appearance and demeanor of all personnel assigned to the project and shall require that all employees wear shirts with visible company logo and personal identification of the individual employee. Uniforms and/or dress code shall be inclusive of, but not limited to, neat and clean company uniforms or attire that are appropriate and easily identifiable. They will also be required to wear attire appropriate for a school environment: i.e., shirt, pants, & shoes. Clothing displaying nudity, obscene symbols, or pro-drug slogans is prohibited.
 - b) Identification badges shall be worn and clearly visible while on any District property.
 - c) The Seller's personnel shall have no contact with students or school staff, other than administrative staff or designated representatives, with the exception of emergency situations. The Sellers employees shall refrain from using foul, abusive, or profane language on District property.
 - d) Upon arrival and departure onto any District school campus, the Seller's employees shall enter their company information into the District's project manager's log book or school's log book provided in the administrative office of each campus. Before or after normal school hours, contact the on-site custodial staff.
 - e) The Seller's personnel shall be aware that all District sites are smoke free areas. The use of tobacco products

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or electronic cigarettes are prohibited on any property owned by The District. Seller's personnel shall be aware that it is illegal to have in one's possession any illegal drug or alcoholic beverage while on District property.

- f) Seller shall strictly limit its operations to the designated work areas and shall not permit any employees to enter any other portions of District property without District's expressed prior written consent.
- g) All employees are prohibited from distributing any papers or other materials upon District property, and are strictly prohibited from using any District telephones or other office equipment.
- h) All employees shall enter and leave District facilities only through the ingress and egress points designated, from time to time, by The District.
- i) Seller is responsible for the safety and protection of all persons and property on or about the project site during the progress of any project. Further, it is Seller's responsibility to protect from damage or loss all material and equipment to be incorporated into any project which may be stored off the project site. Seller shall develop and implement, in accordance with the requirements of the contract documents (including any District rules or regulations), a safety plan for any project, as required. Seller shall comply with all applicable codes, laws, ordinances, rules and regulations of The District and any public body having jurisdiction over any project, including all of their safety codes, laws, ordinances, rules and regulations. If Seller observes that the Contract Documents are at variance therewith, it shall promptly notify The District in writing.
- j) When requested, Seller shall cooperate with any ongoing District investigation involving personal injury, economic loss or damage to The District's facilities or personal property therein.
- k) In the event of a declared weather emergency (i.e., hurricane watch/warning) it shall be the Seller's responsibility to secure the worksite, including supplies and equipment, to prevent damage to the premises. If Seller fails to take such actions The District shall have the right to take whatever actions it deems necessary and required to protect its property, and all costs incurred by the District as a result thereof shall be reimbursed to the District by Seller within five (5) business days of written demand for same from the District.
- l) The Seller shall immediately remove from the job site, for the duration of the job, any person making an inappropriate religious, racial, sexual or ethnic comment, statement or gesture toward any other individual.

6. FEMA Contract Provisions – See Exhibit G

7. Domestic Preference for Procurements

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

8. Prohibition on Contracting for Covered Telecommunications Equipment or Services

(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause— (b) Prohibitions. (1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons. (2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to: (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. (c) Exceptions. (1) This clause does not prohibit contractors from providing— (i) A service that connects to the facilities of a third-party, such as

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backhaul, roaming, or interconnection arrangements; or (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles. (2) By necessary implication and regulation, the prohibitions also do not apply to: (i) Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system. (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services. (d) Reporting requirement. (1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information. (2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause: (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended. (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services. (e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments."

General Conditions

1. Insurance Provisions

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The Seller shall provide an insurance certificate(s) satisfactory to the District seven (7) days after award. No work shall commence under this Contract until the Seller has obtained all insurance required under this section and such insurance has been approved by the District.

Workers' Compensation – The Seller shall take out and maintain during the life of this contract Workers' Compensation coverage for all employees meeting all statutory and federal requirements. Coverage shall include Employers Liability in the amount of \$1,000,000. Said coverage shall be written by Seller which is acceptable by the School Board.

Comprehensive General Liability – The Seller shall take out and maintain during the life of this contract Comprehensive General Liability Insurance in a minimum amount of \$1,000,000 per occurrence, Combined Single Limit for bodily injury liability and property damage liability. Said coverage shall include Premises and/or Operations, Independent Sellers, Products and/or Completed Operations, Broad Form Property Damage and XCU coverage, and a Contractual Liability Endorsement.

Business Auto Policy – The Seller shall also take out and maintain during the life of this contract Business Automobile Liability insurance against bodily injury, accidental death and property damage, in limits of not less than \$500,000 per claimant, \$1,000,000 per limits of not less than \$500,000 per claimant, \$1,000,000 per occurrence. Coverage shall be for all self-propelled vehicles used in connection with the contract, whether owned, non-owned or hired.

If Seller uses a labor force staffing company to provide employees, said company shall send out and maintain a field supervisor **on-site** to provide work direction to his/her employees. All work direction shall be issued by said field supervisor. Alternatively, **both** the labor force staffing company **and** the Seller shall deliver insurance certificates the comply with this General Condition 1 entitled "Insurance Provisions". Additionally, both the Seller and their labor force staffing company shall comply with Submission Instruction 22 entitled "E-Verify for School Board – School Board, Contractors and Subcontractors".

Special Requirements – The "School Board of Madison County, Florida" shall be listed as an "Additional Insured" on both the Comprehensive General Liability and Business Auto Liability Policies and an **"Additional Insured" endorsement** from the **insurance carrier** shall be provided. Certificates of Insurance and "Additional Insured" endorsements meeting the required provisions shall be forwarded to the School Board Procurement Services Department.

Professional Liability – The professional liability insurance provided by the Seller shall conform to the requirements set forth below:

- i) The professional liability insurance shall be on a form acceptable to the District and shall apply to those claims which arise out of services performed by or on behalf of the Seller pursuant to this Agreement which are first reported to the Seller within four years after the expiration or termination of this Agreement.
- ii) If the insurance maintained by the Seller also applies to services other than services under this Agreement, the minimum limits of insurance maintained by the Seller shall be \$1,000,000 per claim. If the insurance maintained by the Seller applies exclusively to the services under this Agreement, the minimum limits of insurance maintained by the Seller shall be \$1,000,000 per claim.
- iii) The deductible for Professional Liability Insurance shall not exceed \$25,000.
- iv) The Seller shall maintain the professional liability insurance until the end of the term of this Agreement. Through the use of an extended discovery period or otherwise, the insurance shall apply to those claims which arise out of professional services, prior to the expiration or termination of this Agreement which are reported to the Seller or the insurer within four years after the expiration or termination of this Agreement.

Current, valid insurance policies meeting the requirements herein identified shall be maintained during the duration of the named project. Renewal certificates shall be sent to the School Board 30 days prior to any expiration date. There shall also be a 30-day notification to the School Board in the event of cancellation or modification of any stipulated insurance coverage. It shall be the responsibility of the Seller to ensure that all sub-Sellers comply with the same insurance requirements that he is required to meet.

2. Payments to Seller

The Seller shall submit a written request for payment to the School Board's representative for verification. Final payment will not become due until the completed work has been inspected and approved by the School Board per Florida Statute 218.74.

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3. Jessica Lunsford Act

Seven (7) days after bid award, any non-instructional school District personnel or contractual personnel who are permitted access on school grounds **when students may be present**, as well as those who have access to or control school funds must pass a level 2 screening (fingerprinting and FBI background check) and have a State of Florida uniform photo identification badge displayed. "Contractual personnel" has been defined as any Seller, individual or entity under contract with the school board. (Jessica Lunsford Act, 1012.465. F.S.) To comply with state law, all personnel who are contracted to work on school grounds where students may be present, must have obtained the State of Florida uniform photo identification badge and have it displayed prior to coming to or working at all school sites

To obtain The School Board of Madison County, Florida Level 2 Security Badge, you may **contact our Human Resources Department at 850-973-1531 for an appointment**. A current State of Florida uniform photo identification badge (implemented July 1, 2013) with another school District is also acceptable. Any "disqualifying offense" by an individual assigned to work at a District location must be immediately reported by this individual and, if known, the Seller's officer. Sellers employing multiple individuals shall submit a list of employees that may work on our premises to 15.50 Ben.Killingsworth@mcsbfl.us. Such list shall provide employees by complete name and social security number.

4. Price Adjustments

The District may, in its sole discretion, make an equitable adjustment in the contract terms and/or pricing if pricing or availability of supply are affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all of the following criteria:

- The volatility is due to causes wholly beyond the vendor's control
- The volatility affects the marketplace or industry, not just the particular vendor's source of supply
- The effect on pricing or availability of supply is substantial
- The volatility so affects the vendor that continued performance of the contract would result in substantial loss or financial hardship.

The determination as to whether a situation represents "extreme" volatility of the marketplace and/or whether the effect on pricing or availability is "substantial" shall be solely at the discretion of the District. Requests for adjustments must be made to the Director of Procurement Services within twenty-four hours after receipt of an order from the District for the affected product.

5. Terms and Conditions

Any award and resultant purchase order shall incorporate the terms and conditions of this solicitation and the District's Purchase Order Terms and Conditions set forth in our website, found as the final document attached to this RFP

Since Federal funds will be utilized, these terms and conditions apply. Consequently, the Federal minimum shall be paid. Currently, the U.S. Congress has set this at \$15.50 per hour; however, this could increase. If the District makes a written request for working more than 40 hours in a work week, it shall pay time and a half. Since work weeks may vary for a service technician, the Seller must advise the District of this occurrence in advance (of incurring overtime), so the District can properly budget and pay the Seller.

6. Warranty

All materials and/or services furnished under this bid shall be warranted by the Seller, distributor and manufacturer to be free from defects and fit for the intended use. Unless otherwise requested, the items proposed must be new and equal to or exceed specifications. The manufacturer's standard guarantee or warranty shall apply. During the guarantee or warranty period of one (1) year after completion of work, the Seller must repair and/or replace the unit without cost to The District with the understanding that all replacements shall carry the same guarantee or warranty as the original equipment. Further, in the event a unit requires a return to the manufacturer for repairs and/or replacements, freight charges both ways shall be the responsibility of the Seller. The Seller shall make any such repairs and/or replacements immediately upon receiving notice from The District.

7. Certification Regarding Lobbying, Debarment, Suspension and other Responsibility Matters; and Drug Free Workplace Requirements

Certification form provided in this bid invitation package must be signed and presented with your bid.

8. Records Access

The School Board of Madison County, Florida and the Comptroller General of the United States, or any of their

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authorized representatives, shall have the right of access to any pertinent records of Seller to make audits.

9. Termination

On any occasion where the Seller fails to perform or defaults on any material provision of this order, the Buyer may procure the necessary supplies/services from other sources and hold the Seller financially responsible for any excess costs incurred. The difference in the bid price and the actual price paid may be deducted from funds owed to the non-performing Seller.

Such "failure to perform or default on any material provision of this order" shall be conditioned upon the following: i) Buyer shall provide notice upon discovery of such event, ii) Seller shall advise Buyer verbally within one business day of plan to cure defect, iii) Seller shall then follow-up to Buyer in writing within two business days of plan with scheduled dates to cure defect and iv) Seller shall complete actions to these scheduled dates. If Seller fails to comply with actions above and/or Buyer, at its sole discretion, feel such actions and dates are unreasonable, the Buyer may immediately terminate a portion of or the entire order/contract.

In the event that the Contractor breaches the Contract, then the District reserves the right to seek any and all remedies in law and/or in equity. "Either the Contractor or the District may terminate this contract for any or no reason, upon giving 30 days advance written notice to the other party."

10. Changes in the Contract

Changes in the contract can be made only by change order. The cost of the change order is to consider the cost of materials, salaries, etc. and be acceptable to the School Board's Representative.

11. Non-Waiver of Rights

The failure of Buyer or Seller to insist upon strict performance of the terms and conditions of this contract or to exercise any rights or remedies, shall not be construed as a waiver or its rights to assert any of same rights or to rely on any such terms or conditions at any time thereafter.

12. Extraordinary Circumstances

Neither the Seller nor the Buyer shall be liable for non-performance caused by circumstances beyond their control, including but not limited to, hurricanes, tornadoes, floods, loss of power, lightning, extraordinary disease and all other acts of God.

13. Severability/Assignability

If any provision of this Agreement shall be held to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall remain valid and enforceable. Neither party may assign, transfer or otherwise dispose of this agreement or any of its rights and obligations hereunder to any person, firm or corporation, without the prior written consent of the other, which consent shall not be unreasonably withheld.

14. Substitutions

Should a particular product become unavailable after award due to discontinuance by manufacturer, extreme market demand or inability of manufacturer to produce the product for a certain period of time, vendor may propose a substitute product to the District. The vendor shall provide specifications for the proposed substitute product, or if requested by the District, a sample of the proposed substitute. Vendor will also provide documentation as to the unavailability of the original awarded product to the District for its review. Such a substitute will only be considered if the District has a continued need for the product within a specified time frame where the original awarded product will be unavailable. Whether a substitute is necessary and whether the proposed substitute is acceptable are solely within the discretion of the District.

15. Liability

Where Sellers are required to enter or go onto District property to deliver materials, perform work or provide services as a result of a bid award, the Seller assumes full duty, obligation and expense of obtaining all necessary licenses, permits and insurance, and shall be fully responsible for its own negligent or willful acts or omissions. Refer to General Condition 1 entitled "Insurance Provisions" for District insurance requirements.

16. Indemnity

This General Condition is NOT subject to negotiation and any bid that fails to accept these conditions will be rejected as "non-responsive", unless vendor is entitled to sovereign immunity by action of the Florida Legislature. The District agrees to be fully responsible for its acts of negligence, or its agents' acts of negligence

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when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by the District. Nothing herein shall be construed as consent by the District to be sued by third parties in any matter arising out of any contract. Vendor shall hold harmless and defend the District and its agents and employees from all suits and actions, including attorney's fees and all costs of litigation and judgments of any name and description arising out of or incidental to the performance of this contract or work performed there under. This provision shall also pertain to any claims brought against the District by an employee of the named Vendor, any Subcontractor, or anyone directly or indirectly employed by any of them. The Vendor's obligation under this provision shall not be limited in any way by the agreed upon contract price as shown in this Contract or the Vendor's limit of, or lack of, sufficient insurance protection.

17. Taxes

The District is exempt from sales tax. The School Board of Madison County, Florida State Sales Tax Exemption Certificate is No. 85-8013854373C-5 and the Federal Tax Identification is No. 59-6000721.

18. Occupational Safety Hazards Act Requirements

The Seller certifies that all material, equipment, etc., contained in the Bid meets all Occupational Safety Hazards Act (OSHA) requirements. The Seller further certifies that if he or she is the successful Seller and the material, equipment, etc., delivered is subsequently found to be deficient pursuant to any OSHA requirement in effect on the date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with aforementioned requirements shall borne solely by the Seller.

19. Invoicing

Invoices shall be sent to the government agency which places an authorized purchase order. The School Board of Madison County shall have no responsibility for work performed for other government agencies. For Madison County School District invoices, follow the instructions on our purchase orders. For all other invoices, follow their instructions.

- a) All invoices shall include purchase order number for proper identification. Invoices must be prepared properly to avoid unnecessary delays in payment. Upon receipt of invoices forwarded from the Finance Department, the user school/department will approve payment for requested work that has been completed satisfactorily. All invoices and correspondence shall be legibly written, signed and dated.
- b) In the event of errors, a credit or debit (as the case may be) is to be issued against the invoice as it was presented to the designated representative.
- c) The credit or debit shall show the original invoice number, date, delivery location and error being corrected on the face of said credit or debit.
- d) All invoices are to clearly show the District's name and delivery location (i.e., "Greenville Elementary School").

20. Independent Contractor

Seller is an independent contractor and as such, has no authority to act for or on behalf of the District, or to bind the District to any contract or in any other manner.

21. Conflict of Interest & Contingent Fees

The Seller warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee or due to their relationship to another District employee, official or consultant, except a bona fide employee or agency. For breach or violation of this warranty, the District shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

Bona fide agency, as used in this clause, means an established commercial or selling agency, maintained by a Seller for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain District contracts nor holds itself out as being able to obtain any District contract or contracts through improper influence.

The Seller warrants that no person or agency has been employed or retained to solicited or obtain this contract due to their relationship with a District employee, official or consultant who can influence an award favorable to their interests. Any such relationship shall be immediately reported to the Director of Procurement Services.

Bona fide employee, as used in this clause, means a person, employed by a Seller and subject to the Seller's

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supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain District contracts nor holds out as being able to obtain any District contract or contracts through improper influence.

Contingent fee, as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a District contract.

Improper influence, as used in this clause, means any influence that induces or tends to induce a District employee or officer to give consideration or to act regarding a District contract on any basis other than the merits of the matter.

22. Public Records

- a) This Agreement is subject to and governed by the laws of the State of Florida, including without limitation Chapter 119, Florida Statutes, which generally makes public all records or other writings made by or received by the parties. The Contractor acknowledges its legal obligation to comply with § 119.0701, Florida Statutes.
- b) The Contractor shall keep and maintain public records, as that phrase is defined in the Florida Public Records Act, required by the School Board in order to perform the scope of services.
- c) Upon request by the School Board, the Contractor shall provide the School Board with a copy of any and all requested public records or allow the requested public records to be inspected or copied, within a reasonable time, at a cost that does not exceed the cost allowed by law.
- d) The Contractor shall not disclose public records that are exempt, or confidential and exempt, from public records disclosure unless specifically authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the public records to the School Board as indicated below.
- e) The Contractor shall comply with all requirements for retaining public records and shall transfer, at no cost to the School Board, all public records in the possession of the Contractor upon termination or expiration of this Agreement. The Contractor shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. All public records stored electronically must be provided to the School Board in a format that is compatible with the information technology systems of the School Board.
- f) The Contractor shall comply with all requirements for retaining public records and shall keep and maintain all such public records required by the School Board to perform the scope of services. Upon request by the School Board, all public records stored electronically must be provided to the School Board in a format that is compatible with the information technology systems of the School Board.
- g) Notwithstanding any other provision of this Agreement to the contrary, failure to comply with this requirement shall result in the immediate termination of the Agreement, without penalty to the School Board. Further, the Contractor shall fully indemnify and hold harmless the School Board, its officers, agents and employees from any liability and/or damages, including attorney's fees through any appeals, resulting from the Contractor's failure to comply with these requirements.

If the Seller has questions regarding the application of Florida Statute Chapter 119 in regard to providing public records relating to this bid, contact the District's Record Custodian, Rebecca Bishop, Rebecca.bishop@mcsbfl.us, Madison County Public Schools, 210 NE Duval Avenue, Florida, 32340, www.madison.k12.fl.us, and (850) 973-1527.

Please send questions regarding pre-bid conferences, walk-throughs or questions to clarify solicitation requirements to Mrs. Tracie Truesdale at tracie.truesdale@mcsbfl.us. In turn, the District will respond to specific questions.

THE SCHOOL BOARD OF Madison County, Florida

RFP #: 23/24 - EDP

BID TITLE: FEMA CONSULTANT

ADDENDUM NO. 1

DATE: SEPTEMBER 28, 2023

PREPARED BY: Rose Raynak
Chief Financial Officer
Madison County School District
210 NE Duval Avenue
Madison, FL 32350

The following Addendum incorporates all of the direction already provided by the District to prospective bidders. It becomes a part of the contract documents for the subject ITN. "Addendum Changes" take precedence over text in the original solicitation documents.

*****END OF ADDENDUM NO. 1*****

A copy of this addendum shall be acknowledged by appropriate signature and attached to the submitted Bid or Proposal.

SIGNATURE: _____

COMPANY: _____

DATE: _____

Exhibit A. Bid Submission Form

Please complete and initial each entry below.

- _____ Exhibit A. This Bid Submission Form
- _____ Exhibit B. Pricing & Other Submissions
- _____ Exhibit D. References & Claims
- _____ Exhibit E. Exceptions to the Solicitation
- _____ Exhibit F. Signed Certification Regarding Lobbying: Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements
- _____ Technical Approach
- _____ Qualifications and Experience
- _____ Financial Profile
- _____ Receipt of **Addenda** acknowledged, if applicable.

By signing this **Form** you are acknowledging that you have read the above referenced Solicitation in full as well as any specifications and agree to all Terms and Conditions.

Company _____

Authorized Representative (signature) _____

Authorized Representative (printed) _____

Date _____ Title _____

Address _____

Phone _____ Fax _____

Email _____

Exhibit B, Price and Other

Seller shall complete <u>ALL</u> yellow-shaded blocks below or enter "n/a" (if not applicable).					
Specifications					
	Specifications		Yes or No?	Short Explanation, if any	Long Explanation, Attachment #, if any
1	Can the Consultant provide all of the District's requirements in Exhibit C, Scope of Work? If not, explain.				
2	Does the Consultant have personnel with needed qualifications, and experience to successfully meet/exceed the District's needs?				
3	Does the Consultant's approach align with the District's needs?				
4	Does the staff have the needed and type of qualifications and experience to successfully meet/exceed the District's needs?				
5	Is the pricing/fee structure competitive, reasonable, and advantageous to the District?				
6	Did Seller agree to advise District of the actions taken to have a small and minority business and women's business enterprise (MWBE) involved ?				
Evaluation Criteria					
	Criteria	Scores	Suggested Weight %	Weighted Scores	Solicitation Exhibit Source
1	Having personnel with needed qualifications, and experience to successfully meet/exceed the District's needs		30%	0.0	RFP
2	Consultant's approach aligns with the District's needs		25%	0.0	RFP & A
3	Staff has the needed and type of qualifications and experience to successfully meet/exceed the District's needs		20%	0.0	RFP & A
4	Customer service/responsiveness based upon references/past performance		15%	0.0	D
5	Pricing/fee structure is competitive, reasonable, and advantageous to the District		10%	0.0	B
	Total		100%	0.0	
FEMA Consultant Cost					
	Position Title/Descriptions	Hourly Rate*	Additional Comments		
1	Principal-Provides contract administration and oversight.				
2	Program Manager-Provides team oversight and serves as main grant contact.				
3	Grant Consultant-Provides grant management services, including but not limited to scoping, formulation and overall guidance.				
4	Subject Matter Expert-Provides services related to Architectural and Engineering.				
5	Closeout Specialist-Provides grant closeout services, including audit response.				
6	Documentation Specialist-Provides assistance in documentation research and review.				
7	Department Project Manager-Provides assistance post-impact on an as needed basis for specific department Project Management (PM) services.				
	*The hourly rates listed above are inclusive of all travel, lodging, per diem and miscellaneous charges.				

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SCOPE OF WORK/SERVICES

Provide assistance to the District in procuring FEMA Public Assistance, based on federal and state requirements. Proposer must provide the broad-based support services designated to help maximize federal funding, expedite the process and retain funds during the closeout process. Services to be performed by the successful vendor shall include but are not limited to the following:

- Ensure the District's disaster recovery and restoration processes comply with laws, regulations and guidelines to maximize reimbursement for eligible disaster expenditures and to minimize timing for reimbursement.
- Develop and execute processes for obtaining, analyzing and gathering field documentation; including, but not limited to, records related to procured goods and services, timekeeping, and force account labor and equipment.
- Possess the expertise and be able to prepare FEMA Public Assistance emergency and permanent work project estimates including, but not limited to cost estimating, developing detailed damage descriptions and dimensions, scope of work, and accurate force account labor and equipment summary reports.
- Assist the District's departments with services post-impact to perform damage assessments, inspections and project management services from impact to repair.
- Collaborate with federal, state and local staff, as needed, on project formulation, including damage assessments, information gathering, project development, preparation of project worksheets, and other project submittals to Florida Division of Emergency Management (FDEM) and/or the Federal Emergency Management Agency (FEMA)
- Coordinate and interface with engineering and design efforts for repair and/or construction of damaged facilities and infrastructure that will comply with FEMA eligibility and cost reasonableness determinations. Provide oversight of repair/construction efforts to ensure work complies with applicable Project Worksheets and related FEMA Public Assistance grant requirements and guidelines.
- Identify and address inappropriate insurance reductions and ensure insurance policy compliance with federal and state regulations.
- Develop strategies and maximize formulation of 406 hazard mitigation projects.
- Possess the expertise and assist in all disaster-recovery financial reimbursement and reporting processes required by FEMA, State or other agency. Ensure there are no duplications of submission if varying agencies are involved.
- Possess the expertise and assist the District through FEMA, State (or other agency) guidelines to capture force account labor eligible expenses accurately for timesheets and project cost accounting. Assist in the review of Parish personnel policies to ensure compliance for eligible cost reimbursement.
- Challenge, where applicable, FEMA on their previous work, eligibility determination, cost valuations, project formulation and inaccurate statements on the Public Assistance Program including appeal determinations.

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FEMA Consultant

- Possess the expertise and assist the District through federal, state (or other agency) guidelines to ensure the capture of relevant data related to procured goods and services. Provide oversight of contractor's billing to ensure all costs eligible for disaster grant funding are documented and claimed.
- Develop processes for ensuring compliance related to contract monitoring and contract close-out as required by federal, state, or other agencies.
- Possess the expertise and assist the District with identifying other disaster recovery funding opportunities, including additional federal recovery programs.
- Assist with recovery of FEMA Public Assistance cost share funding through CDBG-DR applications.

Period of Agreement-The term of any resulting contract shall be for three (3) years commencing on November 20, 2023, and shall expire on December 31, 2026. The District has the option to request one year renewals until all work has been determined to be completed depending on the severity of recovery needs.

Financial Profile- Proposers are requested to submit documentation from the past three (3) years demonstrating Proposer's financial stability. Documentation may include audited financial statements including balance sheets, income statements, documentation regarding retained earnings, assets, liabilities, etc.

Proposer must include information demonstrating the Proposer's financial stability and ability to obtain and maintain bonding and insurance requirements in order to be eligible to be assigned a higher score. Proposals which lack the description of the Proposer's financial status or the required certification of bonding and insurance requirements may be assigned a lower score.

Proposal Elements

Technical

Each Proposer shall submit their experience in working with applicants receiving funds under FEMA's Public Assistance Program and assistance in grant funding audits. Proposer shall include the amount of firm experience performing scope of work/services, including comprehensive explanation of post disaster recovery reviews and unique methods used in the process of successful reimbursements.

Technical approach shall detail the following:

Plans and/or schedule of assessment/ review and implementation of post disaster fund reimbursement.

Proposer shall submit an affirmative statement that the Proposer has reviewed the scope of work, understands the nature thereof and is willing and capable of providing the services thereof.

Proposer shall include innovative concepts, including any historical experience related to those concepts, that the Proposer desires the District to consider.

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Qualifications and Experience

Detailed description of firm's years of experience (minimum requirement of 5 years' experience or multiple disasters) in the obligation and processing of FEMA Public Assistance reimbursements, including reconciling FEMA project closeouts and insurance issues, customer service capabilities, total number of personnel and timeline of customer inquiries and complaints.

Resumes of all key personnel to be assigned to this RFP scope of work/services shall be submitted. Resumes of all subcontractors shall also be submitted.

References from at least three firms (governmental and/or private) for whom an equal or larger scope of work/services are either currently being provided or provided in the past two (1) years. Contact person(s), addresses and telephone numbers for each reference provided shall be included.

Exhibit D, References & Claims

Provide up to nine (9), but a minimum of three (3) References of previous, similar projects over the last three (3) years. The District may be listed as a Reference.

Customer	Project Description	My Customer would say this about our Company (outstanding, excellent, average, below average)? We will validate.	Contact	Email Address	Phone

Claims

List any claims, to include but not limited to liquidated damages, penalties, liens, defaults, cancellations or termination of contracts, and/or warranty claims in last 5 years. List or state “None”. Failure to provide complete, accurate information may be considered non-responsive.

Claim	Description	Claim Amount	Settlement Date or “Ongoing”	Website Address for published Claim results

Exhibit E, Exceptions to this Solicitation

Firm's Name: _____

List below **any** exceptions to this solicitation. If none are given, please state, “NONE” and the successful Seller shall present no subsequent exceptions in executing a final agreement. Entering exceptions in any **other** areas of your proposal section will be **disregarded** if not entered on this **Exhibit E**. Violating such, may be grounds for disqualification.

Page number	Paragraph number	District text	Seller's exception(s)



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

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

(b) 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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

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

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a

public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check ☐ if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ☐ if the State has elected to complete OJP Form 4061/7.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620—

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

4. Typed Name and Title of Authorized Representative

5. Signature

6. Date

FEMA CONTRACT PROVISIONS

INTRODUCTION

If a non-Federal entity (state or non-state) wants to use federal funds to pay or reimburse their expenses for equipment or services under a contract, that contract **must** contain the applicable clauses described in [Appendix II to the Uniform Rules](#) (Contract Provisions for Non-Federal Entity Contracts Under Federal Awards) under 2 C.F.R. § 200.326. In addition, there are certain contract clauses which are recommended by FEMA.

This document outlines the federally required contract provisions in addition to FEMA-recommended provisions.

- For some of the required clauses, sample language or references to find sample language are provided.
- Sample language for certain required clauses (remedies, termination for cause and convenience, changes) is not provided since these must be drafted in accordance with the non-Federal entity's applicable local laws and procedures.
- For the clauses which require that exact language be included, the required language is provided. Those clauses are specifically identified below.

Please note that the non-Federal entity alone is responsible for ensuring that all language included in their contracts meets the requirements of 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II.

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Required Contract Provisions: Quick Reference Guide

KEY	
Required/Recommended Provision	<input type="checkbox"/>
Required/Recommended Provision and Required Exact Language	<input type="checkbox"/>
Not Required for PA Awards (Grants)	<input type="checkbox"/>

	Required Provision	Contract Criteria	Sample Language?
1.	Legal/contractual/administrative remedies for breach of contract	> Simplified Acquisition Threshold (\$250k)	No. It is based on applicant's procedures.
2.	Termination for cause or convenience	> \$10k	No. It is based on applicant's procedures.
3.	Equal Employment Opportunity	Construction work	Yes. 41 CFR Part 60-1.4(b)
4.	Davis Bacon Act	Construction work	Not applicable to Public Assistance (PA) grants; also click here.
5.	Copeland Anti-Kickback Act	Construction work > \$2k	Not applicable to PA grants
6.	Contract Work Hours and Safety Standards Act	> \$100k + mechanics or laborers	Yes. 29 CFR 5.5(b)
7.	Rights to inventions made under a contract or agreement	Funding agreement	Not applicable to PA grants
8.	Clean Air Act and Federal Water Pollution Control Act	>\$150k	Yes
9.	Debarment and Suspension	All	Yes
10.	Byrd Anti-Lobbying Amendment	All (>\$100k: Certification)	Yes. Clause and certification
11.	Procurement of Recovered Materials	Applicant is a state or political subdivision of a state. Work involves the use of materials.	Yes

Recommended Contract Provisions: Quick Reference Guide

	Recommended Provision	Contract Criteria	Sample Language?
1.	Access to Records	All	Yes
2.	Contract Changes or Modifications	All	No. It depends on nature of contract and end-item procured.
3.	DHS Seal, Logo, and Flags	All	Yes
4.	Compliance with Federal Law, Regulations and Executive Orders	All	Yes
5.	No Obligation by Federal Government	All	Yes
6.	Program Fraud and False or Fraudulent Statements or Related Acts	All	Yes

REQUIRED CONTRACT PROVISIONS

1. REMEDIES

- a. Standard. Contracts for more than the simplified acquisition threshold, currently set at \$250,000, 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). See School Board of Madison County Florida Purchase Order Terms & Conditions; found at the end of the RFP.
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

2. TERMINATION FOR CAUSE AND CONVENIENCE

- a. Standard. 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). See School Board of Madison County Florida Purchase Order Terms & Conditions; attached at the end of this RFP
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

If applicable, exact language below in subsection 3.d is required.

- 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.

- i. 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.
- ii. 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. Required Language. 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, sexual orientation, gender identity, 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, sexual orientation, gender identity, 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 consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) 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.

(5) 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.

(6) 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.

(7) 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 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.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) 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.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon

contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

- a. Standard. 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). 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.
- b. Applicability. 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.**
- c. Requirements. If applicable, the non-federal entity must do the following:
 - i. 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.
 - ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject

to the Davis-Bacon Act, 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.

- iii. 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”).

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. Contractors are 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.
- c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

- a. Standard. Recipient and subrecipient contracts must 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”).

- b. Applicability. This requirement applies to all contracts for construction or repair work above \$2,000 in situations where the Davis-Bacon Act also applies. **It DOES NOT apply to the FEMA Public Assistance Program.**
- c. Requirements. If applicable, the non-federal entity must 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). 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. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland “Anti-Kickback” Act.

- a. 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.
- b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as 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.
- c. 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.”

6. CONTRACT WORK HOURS AND SAFETY STANDARDSACT

- a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), 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). 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. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.
- b. Applicability. This requirement applies to all FEMA contracts awarded by the non-federal entity in excess of \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

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 (b)(1) of this section the

contractor and any subcontractor responsible therefore 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 (b)(1) of this section, in the sum of \$27 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 (b)(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 (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(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 (b)(1) through (4) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

- a. Standard. 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).

- b. Applicability. This requirement applies to “*funding agreements*,” but it **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.”
- c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) 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.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

- a. Standard. If applicable, contracts 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(G).
- b. Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of \$150,000 under a federal grant.
- c. Suggested Language. The following provides a sample contract clause.

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 applicant entering into the contract**) and understands and agrees that the (**name of the applicant entering into the contract**) will, in turn, report each violation as required to assure notification to the 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 applicant entering into the contract**) and understands and agrees that the (**name of the applicant entering into the contract**) will, in turn, report each violation as required to assure notification to the 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.

9. DEBARMENT AND SUSPENSION

- a. Standard. 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 (Non-procurement Debarment and Suspension).

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

c. Requirements.

i. These regulations restrict awards, subawards, 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(H); and 2 C.F.R. § 200.213. 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.

ii. 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 subrecipients.

iii. 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.

d. Suggested Language. The following provides a debarment and suspension

clause. It incorporates an optional method of verifying 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's 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 recipient/subrecipient/applicant**). 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 (**insert name of recipient/subrecipient/applicant**), 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.

10. BYRD ANTI-LOBBYING AMENDMENT

- a. Standard. 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. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 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 Federal awarding agency.

- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of \$100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.
- c. Suggested Language.

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 31 U.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 who in turn will forward the certification(s) to the awarding agency.

- d. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of 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 section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

11. PROCUREMENT OF RECOVERED MATERIALS

- a. Standard. 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. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.
- b. Applicability. This requirement applies to all contracts awarded by a non-federal entity under FEMA grant and cooperative agreement programs.
- c. Requirements. 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. Suggested Language.
 - i. 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—
 - 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - 2. Meeting contract performance requirements; or
 - 3. At a reasonable price.
 - ii. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
 - iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

RECOMMENDED CONTRACT PROVISIONS IMPLEMENTED

The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts. Although FEMA does not currently require additional provisions, **FEMA recommends** the following:

1. ACCESS TO RECORDS

- a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

- b. Suggested Language.

Access to Records. The following access to records requirements apply 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.

(4) In compliance with the Disaster Recovery Act of 2018, the (**write in name of the non-federal entity**) and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

2. CHANGES

- a. Standard. 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.
- b. Applicability. 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.

3. DHS SEAL, LOGO, AND FLAGS

- a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1(2018).
- b. Applicability. FEMA recommends that all non-Federal entities 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.
- c. Suggested Language.

"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."

4. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

- a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.
- b. Applicability. FEMA recommends that all non-Federal entities 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.
- c. Suggested Language.

“This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.”

5. NO OBLIGATION BY FEDERAL GOVERNMENT

- a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.
- b. Applicability. FEMA recommends that the non-Federal entity 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.
- c. Suggested Language.

“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.”

6. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

- a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or

fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

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

- c. Suggested Language.

“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.”

Vendors awarded contracts under Federal funds

A grantee and sub-grantee's contract must contain certain provisions. 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 to include, but not limited, to those below.

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 U.S.C. 874, as supplemented in Department of Labor Regulations, 29 CFR Part 3 (all contracts and sub-grants for construction or repair).
5. Compliance with the Davis-Bacon Act, (40 U.S.C. 3141-3144 & 3146-3148) as supplemented by Department of Labor Regulations, 29 CFR Part 5 (construction contracts in excess of \$2,000 awarded by grantees and sub-grantees when required by Federal grant legislation)
6. Compliance with Contract Work Hours and Safety Standard Act, 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor Regulations, 29 CFR Part 5 (construction contracts awarded by grantees and sub-grantees 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 (37 CFR Part 401).
9. Awarding agency requirements and regulations pertaining to copyrights and rights in data.
10. Access by the grantee, the sub-grantee, 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 five (5) years after grantees or sub-grantees make final payments and all other pending matters are closed.
12. If over \$150,000, compliance with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401-7671Q), Federal Water Pollution Control Act (33 U.S.C. 1251-1387). Violators must be reported to Federal awarding agency and EPA.
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 (42 U.S.C. 6201).
14. If over \$25,000, prospective bidder certifies by submission and signature of this bid that the bidder complies fully with the Federal Debarment Certification regarding debarment, suspension, ineligibility and voluntary exclusion as required by Executive Order 12549. If unable to certify such, attach explanation to bid.
15. Provisions of the National School Lunch Program and buy American Act (7 CFR Part 210.21(d)).
16. Drug free workplace (7 CFR Part 3017, Subpart F, Section 3017-600).
17. Retention requirements for records (2 CFR 200.318(i)).
18. Discounts, rebates, and credits shall be credited to Federal agency's account.
19. Prohibition of gratuities. By submission of a bid, vendor certifies that no employee of grantee/sub-grantee has or shall benefit financially or materially from such bid or subsequent contract. Any resultant contract as a result of such bid, can be terminated.
20. If over \$100,000, vendor certifies that it (and its subcontractors/sub-vendors through separate certification) will not and has not used Federal funds to pay any person/organization for attempting to influence an agency officer/employee, congress member/employee in attempting to obtain any Federal contract, grant or other award (Byrd Anti-Lobbying Amendment).
21. Vendor certifies that bid prices have been arrived at independently with consultation, communication or agreement for purposes of restricting competition.
22. If over \$10,000, complies with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (40 CFR part 247).
23. Protest procedures per Section 120, Florida Statutes.
24. Civil Rights – As applicable, the contractor shall comply with Title VI of the Civil Rights Act of 1964, as amended; USDA regulations implementing Title IX of the Education Amendments; Section 504 of the Rehabilitation Act of 1973; Age Discrimination Act of 1975, 7 CFR Parts 15, 15 a and 15 b and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities, and any additions or amendments.
25. Debarment and Suspension – The prospective bidder certifies, by submission and signature of this bid, that the

bidder complies fully with the Federal Debarment Certification regarding debarment suspension, ineligibility and voluntary exclusion. As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR, part 85, as defined at the 34 CFR part 85, sections 85.105 and 85.110-(ed80.0013).

- a. The prospective lower tier (\$25,000) participant certifies, by submission of this bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this bid.

SCRUTINIZED COMPANY CERTIFICATION

By signature to this proposal, I hereby swear or affirm that as if the date below this company is not listed on a Scrutinized Companies list created pursuant to ss. 215.4725, 215.473, or 287.135, Florida Statutes. Pursuant to s. 287.135, Florida Statutes I further affirm that:

This company is not participating in a boycott of Israel such that is not refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner.

This Company does not appear on the Scrutinized Companies with Activities in Sudan List where the State Board of Administration has established the following criteria:

- Have a material business relationship with the government of Sudan or a government-created project involving oil related, mineral extraction, or power generation activities, or
- Have a material business relationship involving the supply of military equipment, or
- Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or
- Have been complicit in the genocidal campaign in Darfur.
- This Company does not appear on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List where the State Board of Administration has established the following criteria:
 - Have a material business relationship with the government of Iran or a government-created project involving oil related or mineral extraction activities, or
 - Have made material investments with the effect of significantly enhancing Iran 's petroleum sector.
 - This Company is not engaged in business operations in Cuba or Syria.

TRUTH AND ACCURACY STATEMENT

By signature to this proposal, the signer of this bid guarantees, as evidence by the affidavit required herein, the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

The undersigned hereby: authorizes any public official, engineer, architect, surety company, bank depository, material or equipment manufacturer or distributor or any person, firm, or corporation to furnish any CCPS-requested pertinent information, or its representative, deemed necessary to verify the statements made in this qualification form or regarding the standing and general reputation of the organization; and states that all information given is an accurate representation of the office location and resources from where the services are to be rendered; and certifies that he/she is authorized to sign this bid for the organization and that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud. The undersigned certifies acceptance of this solicitation's terms, conditions, exhibits, specifications, attachments, and addenda.

"I certify (or declare) under penalty of perjury under the laws of the State of Florida that the foregoing is true and correct."

Davis-Bacon Contract Provisions and Related Matters

(a) The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in §5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, *Provided*, That such modifications are first approved by the Department of Labor):

- (1) *Minimum wages.* (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in §5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(B) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the

contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(B) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account asset for the meeting of obligations under the plan or program.

(2) *Withholding.* The Madison County School District 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 the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) *Payrolls and basic records.* (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Madison County School District if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the Granting Agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Madison County School District if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the Granting Agency, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the

following:

- (1) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
- (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the *Madison County School District* or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(E) *Apprentices and trainees* - (i) *Apprentices*. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) *Trainees*. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall

be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) *Equal employment opportunity.* The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246.

(5) *Compliance with Copeland Act requirements.* The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as *The Madison County School Board* 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 the contract clauses in 29 CFR 5.5.

(7) *Contract termination: debarment.* A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) *Compliance with Davis-Bacon and Related Act requirements.* All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) *Disputes concerning labor standards.* Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) *Certification of eligibility.* (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) *Contract Work Hours and Safety Standards Act.* The Agency Head shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by §5.5(a) or 4.6 of part 4 of this title. As used in this paragraph, the terms *laborers* and *mechanics* include watchmen and guards.

(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 (b)(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 (b)(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 (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* *The Madison County School District* 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 (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(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 (b)(1) through (4) of this section.

(c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in §5.1, the Agency Head shall cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of *the Madison County School District* and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

(The information collection, recordkeeping, and reporting requirements contained in the following paragraphs of this section were approved by the Office of Management and Budget:

Paragraph	OMB Control Number
(a)(1)(ii)(B)	1215-0140
(a)(1)(ii)(C)	1215-0140
(a)(1)(iv)	1215-0140
(a)(3)(i)	1215-0140
	1215-0017
(a)(3)(ii)(A)	1215-0149
(c)	1215-0140
	1215-0017

[48 FR 19540, Apr. 29, 1983, as amended at 51 FR 12265, Apr. 9, 1986; 55 FR 50150, Dec. 4, 1990; 57 FR 28776, June 26, 1992; 58 FR 58955, Nov. 5, 1993; 61 FR 40716, Aug. 5, 1996; 65 FR 69693, Nov. 20, 2000; 73 FR 77511, Dec. 19, 2008]

Effective Date Note: At 58 FR 58955, Nov. 5, 1993, §5.5 was amended by suspending paragraph (a)(1)(ii) indefinitely.

What are the Contracting Agency Responsibilities when accessing Service Contract Act (SCA) Wage Determinations?

Contracting Offices are to follow the procedures set forth below:

- a. The contracting office will obtain the appropriate Service Contract Act (SCA) Wage Determination (WD) by accessing the Wage Determination On-Line (WDOL) SCA Database prior to the issuance of a solicitation (RFP), exercise of option, contract extension, or contract modification.
- b. The contracting office will monitor the SCA Database to determine if an applicable WD has been revised. Wage determinations will be considered received by the Federal Agency on the date of their publication in the National Technical Information Service (NTIS) Database. The provisions of [29 CFR 4.5\(a\)\(2\)](#) shall be followed to determine whether a revised WD must be included in the solicitation and subsequent contract. Thus,
 1. For contracts which are the result of sealed bidding procedures, revisions to the WD which are published in the WDOL SCA Database 10 or more days prior to bid opening shall be effective. Any revised WD which is published in the WDOL SCA Database less than 10 days prior to bid opening shall not be effective if the contracting office determines that there is not a reasonable time still available to notify bidders of the revision.
 2. For contracts which are the result of other than sealed bidding procedures, any revision to a WD that is published in the WDOL SCA Database prior to the date of award (or the date of a specified modification having the effect of a new award) shall be effective. Any revision to a WD that is in the WDOL SCA Database after the date of award shall not be effective provided that contract performance commences within 30 days of the award date. If contract performance commences more than 30 days after award (or the specified modification), any revised WD published in the WDOL SCA Database at least 10 days prior to commencement of the work shall be effective and applicable to the contract.
- c. If it is discovered that the most current, applicable wage determination (i.e., covering the appropriate locality, occupations, type of service and fringe benefit level for the service to be performed) contained in the WDOL SCA Database system was not included in the contract, the agency is required to incorporate the applicable wage determination in the contract as provided by [29 CFR 4.5\(c\)\(2\)](#), [29 CFR 4.101\(b\)](#) and [FAR 22.1015](#). Therefore, the presence of a wage determination on the WD database does not determine the applicable WD for any specific contract. Only those wage determinations placed into the contract at award or by modification are controlling. Ref: wage determinations are now in www.Sam.gov.

Davis-Bacon Act (DBA) WDs Contracting officers and other interested parties may obtain current, official DBA General Wage Decisions (DBA WDs) from the WDOL.GOV Program.

- a. Under the WDOL Program, Department of Labor (DOL) will publish all DBA WD revisions for a given week on the WDOL.GOV Program database each Friday. The WDOL.GOV Program will also provide a notice to users of pending revisions to be listed on the next scheduled publishing date (Friday). The pending revisions are found at DBA WDs to be Revised Next Friday. The WDOL.GOV program will also provide a notice to users of pending revisions to be listed on the next scheduled publishing date (Friday). The pending revisions are found at DBA WDs to be Revised Next Friday.
- b. DOL issues DBA WDs reflecting prevailing wages and benefits paid by the construction industry within specific localities. The DBA WDs are further classified by the nature of the construction projects performed, specifically listed as 'schedules': residential, building, highway, and heavy construction. A brief outline of the definitions for each schedule is listed below. Further details and examples may be found in DOL's All Agency Memorandum No. 130 and 131 issued in 1978 (reference the WDOL Library Page)
 - Building Construction. Includes construction of sheltered enclosures with walk-in access for the purpose of housing persons, machinery, equipment or supplies; all construction of such structures; the installation of utilities and of equipment, both above and below grade levels; as well as incidental grading, utilities and paving. Such structures need not be "habitable" to be building construction. Also, the installation of heavy machinery and/or equipment does not generally change the project's character as a building.
 - Heavy Construction. Includes those projects that are not properly classified as either "building," "highway," or "residential." Unlike these classifications, heavy construction is not a homogenous classification. Because of this catch-all nature, projects within the heavy classification may sometimes be distinguished on the basis of their particular project characteristics, and separate schedules may be issued for dredging projects, water and sewer line projects, dams, major bridges, and flood control projects.
 - Highway Construction. Includes construction, alteration or repair of roads, streets, highways, runways, taxiways, alleys, trails, paths, parking areas, and other similar projects not incidental to building or heavy construction.
 - Residential Construction. Includes the construction, alteration or repair of single-family houses, apartment buildings of no more than four stories in height. This includes all incidental items such as site work, parking areas, utilities, streets, and sidewalks.
 - Some contracts or projects may require more than one general schedule to be included depending on the nature and extent of the work. This is described in more detail in DOL's All Agency Memo No. 131. The contracting agency should provide designate the work to which each wage determination or part thereof applies per FAR 22.404-2.
- c. There may be rare circumstances where the general schedule wage determination does not contain the principal work classification necessary for contract performance. In that situation, a project wage determination may be requested from Department of Labor by

submittal of an SF-308 or other request that contains the same information. In such cases, the Contracting Officer should follow the instruction in FAR22 404-3.

d. The contracting officer must monitor the WDOL.GOV Program DBA database regularly to determine if a selected WD has been revised prior to the expiration of the effective date for that particular contract action.

e. DBA WD Numbering System within SDOL.GOV. DBA WDs are generally numbered by DOL in the following format: a current WD applicable to Virginia is number VA030001 (showing the two-letter state abbreviation (VA), the latest year of publication (03), and the sequential number assigned to the particular WD (0001). In using the WDOL.gov menus for Selecting DB WDs or selecting Archived DB WDs, the user must use the DBA WD short-number for each WD. The format will be as follows: for VA030001 the short number is VA1, for MD0301114, the short number is MD114. In Selecting DBA WDs, the user must also select a WD without the number by completing the menu for other selection criteria (state, county, type of construction).

f. WDOL.GOV Alert System. To ensure that the contracting officer (or other interested party) is aware of revisions made by DOL to DBA WDs selected for a specific contract action, the WDOL.GOV user may register for automatic email notification of such revisions. Upon selection of an appropriate DBA WD, the user will be offered the opportunity to request email notice of future revisions for a specific period of time, or until a specific date. Contracting officers are encouraged to request this automatic notification process in order to be aware of timely revisions applicable to contract actions.

1. At the Alert Service Menu, the user will be asked to provide an email address for the WDOL.gov to use in providing notification of a revision to a WD. The user may also provide an alert identifier which will appear in the WDOL.gov notification and will assist the user in relating the newly revised WD to a specific contract or solicitation, or other area of interest.

2. Users requesting the Alert Service will receive an email notice each time the selected DBA WD is revised until the Alert Service request expires. CAUTION: The Alert Service does not relieve the contracting officer of the obligation under DBA and its regulations to use timely received new or revised DB WDs in contract actions.

Archived DBA WDs. Once DOL revises a DBA WD, the most current revision will be published on the WDOL.GOV database. Prior revisions, no longer current, will be maintained in the "Archived DBA WD" database for information purposes only. Contracting officers should not use an archived WD in a contract action without prior approval of DOL. Contact DOL at Telephone no. 866-487-9423.

Ref: Wage determination, construction types www.SAM.gov

THE SCHOOL BOARD OF MADISON COUNTY, FLORIDA PURCHASE ORDER TERMS & CONDITIONS

The School Board acting through its Finance Department ("Buyer") OBJECTS in advance to the inclusion of any additional terms proposed by Vendor in its acceptance or acknowledgement of any Purchase Order ("Order"). The Purchase Order and its terms represent the entire agreement. The inclusion of any additional terms by the Vendor are rejected by Buyer and are unenforceable. Such terms will not be additional terms to any Purchase Order, and Buyer's acceptance of Vendor's goods shall not be deemed as acceptance of such terms. The terms or conditions from the face of the Purchase Order, the following terms and conditions shall apply.

1. **TERMS OF PAYMENT:** The Payment date will be determined from receipt and acceptance of goods or services and Buyer's receipt of Vendor's proper invoice per Florida Statutes 218.74. Alternative terms offering discounts for early payment or bids accepted on an electronic bid service shall be made at the discretion of the Buyer.
2. **INVOICING:** Itemized invoices shall specify the Purchase Order Number and be mailed to billing address on the Purchase Order on the day of shipment within one year of product delivery or completing service.
3. **PACKING:** All shipments will include an itemized list of each package's content and reference the Buyer's Purchase Order Number. No charges will be allowed for cartage or packing unless such charged are part of the Specifications and are agreed to in writing by the Buyer prior to shipment.
4. **TRANSPORTATION AND TITLE:** (a) Title to the goods will pass to the Buyer upon receipt and acceptance at the destination or as indicated in the Specifications. (b) The Vendor will prepay all transportation charges. The Buyer will not accept collect freight charges. (c) No premium carriers will be used for the Buyer's account without prior written consent of the Buyer.
5. **RISK OF LOSS:** The Vendor assumes the following risks.: (a) all risk of loss or damage to all goods, work in process, materials and equipment until delivery as herein provided; (b) all risk of loss or damage to third persons and their property until delivery as herein provided; (c) all risk of loss or damage to any property received by the Vendor or held by the Vendor or its suppliers for the account of the Buyer, until such property has been delivered to the Buyer; (d) all risk of loss or damage to any of the goods or part thereof rejected by the Buyer, from the time of shipment thereof to Vendor until redelivery thereof to the Buyer.
6. **INSURANCE AND INDEMNIFICATION:** The Vendor agrees to indemnify and save harmless the Buyer, its officers, agents, and employees from and against any and all claims and liabilities (including attorney's fees) for personal injury or damage to any property which may result, in whole or in part, from any act or omission on the part of the Vendor, its agents, employees, or representatives, arising from any goods or services provided by Vendor, except to the extent that such damage is due solely and directly to the negligence of the Buyer. The Vendor will carry comprehensive general liability insurance, including contractual and product liability coverage, with minimum limits acceptable to the Buyer. The Vendor will, at the request of the Buyer, supply certificate evidencing such coverage.
7. **INSPECTIONS AND TESTING:** The Buyer will have the right to expedite, inspect, and test any of the goods or work covered by the Purchase Order prior to shipment. All goods or services are subject to the Buyer's inspection and approval upon arrival or completion. If rejected, they will be held for disposal at the Vendor's risk. Such inspection, or the waiver thereof, however, will not relieve the Vendor from full responsibility for furnishing goods or work conforming to the requirements of the Purchase Order and will not prejudice any claim, right, or privilege the Buyer may have because to the use of defective or unsatisfactory goods or work.
8. **LAWS AND VENUE:** This Purchase Order, and all extensions and modifications thereto, and all questions relating to its validity, interpretation, performance, or enforcement shall be governed and construed pursuant to the laws of the State of Florida. The venue for all proceedings will be Madison County, Florida.
9. **PUBLIC ENTITY CRIMES:** Pursuant to Section 287.133, Florida Statutes, a business, person, or affiliate which has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid to provide any goods or services to a public entity for the contraction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
10. **PATENTS/COPYRIGHTS:** Vendor agrees to indemnify and save harmless the Buyer, its officers, employees, agents, or representatives using the goods specified herein from any loss, damage, or injury arising out of a claim or suit at law or equity for

actual or alleged infringement of letters of patent or copyright by reason of the use of the goods supplied under this Purchase Order, and will assume the defense of any and all suite and will pay all costs and expenses thereto.

11. **CONFLICT OF INTEREST:** The issuance of Purchase Orders by Buyer is subject to the provisions of Chapter 112, Florida Statutes. All Vendors must disclose the name of any company owner, officers, director, or agent who is an employee of the Buyer.
12. **STOP WORK ORDER:** The Buyer may at any time by written notice to the Vendor to stop all or any part of the work for this Purchase Order. Upon receiving such notice, the Vendor will take all reasonable steps to minimize additional costs during the period of work stoppage. The Buyer may subsequently either cancel the stop work order resulting in an equitable adjustment in the delivery schedule or the price, or terminate the work in accordance with the provisions of the Purchase Order terms and conditions.
13. **TERMINATION: DEFAULT:** The Buyer may terminate all or any part of a Purchase Order by giving notice to Vendor, if Vendor: (a) refuses or fails to deliver the goods or services within the time specified; (b) fails to comply with any of the provisions of the Purchase Order, or; (c) becomes insolvent or subject to proceedings under any law relating to bankruptcy, insolvency, or relief from creditors. In the event of termination for default, the Buyer's liability will be limited to the payment for goods and services delivered and accepted as of the date of termination. **CONVENIENCE:** The Buyer may terminate for its convenience at any time, in whole or in part any Purchase Order. In the event of termination for convenience, the Buyer's sole obligations will be to reimburse Vendor for (a) those goods or services actually shipped/performed and accepted up to the date of termination, and (b) reasonable costs incurred by Vendor for unfinished goods, which are specifically manufactured for the Buyer and which are not standard products of the Vendor, as of the date of termination. In no event is the Buyer responsible for loss of anticipated profit and no reimbursement shall exceed the Purchase Order value.
14. **WARRANTY:** All goods and services furnished by the Vendor relating to and pursuant to a Purchase Order will be warranted to meet or exceed the Specifications and/or manufacturer's warranty contained herein. In the event of breach, the Vendor will take all necessary action, at Vendor's expense, to correct such breach in the most expeditious manner possible.
15. **BACKGROUND CHECK:** All persons who will be placed in direct contact with students may be subject to the requirements set forth in Sections 1012.32, 1012.465 & 1012.467, Florida Statutes. Where applicable, access to School Board property may be granted to Vendor employees only after appropriately cleared by the School Board. All costs associated for clearance of Vendor's personnel shall be borne by Vendor and included in the pricing on the Purchase Order.
16. **ASSIGNMENT:** The Vendor shall not assign any Purchase Order to another party without the written consent of the Buyer.
17. **TAX:** The Buyer is tax exempt from State sales tax for purchases and leases when payment is made directly to Vendor. (State of Florida Consumer's Certificate of Exemption 85-8013854373C-5)
18. **RECORD ACCESS:** The Vendor shall maintain records and, upon request by Buyer, make them available for viewing three years from last action associated with this Purchase Order.
19. **CHANGE:** Any change by Vendor must be approved in writing by Buyer.
20. **PRICE:** Vendor warrants that the prices for any articles sold Buyer are not less favorable than those currently extended to any other customer for the same or similar articles in similar quantities. In the event Vendor reduces its price for such article during the term of this Purchase Order, Vendor agrees to reduce the prices correspondingly. If the price is not stated on the Purchase Order, the price shall be the lower of: the later price last quoted or paid, or the prevailing market price.
21. **SET-OFF:** All claims for money due or to become due from Buyer shall be subject to deduction or set-off by the Buyer by reason of any counterclaim arising out of this or any other transaction with Vendor.
22. **NO WAIVER:** Buyer's failure to insist on performance of any of the terms or conditions or to exercise any right or privilege or Buyer's waiver of any breach hereunder shall not waive any other terms, conditions, or privileges, whether of the same or similar type.
23. **SEVERABILITY:** If any provision hereof shall be found to be inoperable or in violation of any law or regulation, only that provision shall be stricken from this Purchase Order and the remainder of the Purchase Order shall not be affected.
24. **PUBLIC RECORD ACCESS:** Buyer is subject to the provisions of Chapter 119, Florida Statutes. (The Florida Public Records Act)

E-VERIFY FOR SCHOOL BOARD

SCHOOL BOARD, CONTRACTORS AND SUBCONTRACTORS

1. Beginning January 1, 2021, the School Board and its contractors and subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees as required by Section 448.095, Florida Statutes (the "Statute"). The School Board, its contractors or subcontractors may not enter into a contract or purchase order for labor, supplies or services unless each party to the contract registers with and uses the E-Verify system.
2. (a) If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with any unauthorized aliens.
(b.) The contractor shall maintain a copy of such affidavit for the duration of the contract.
3. (a) If the School Board, contractor or subcontractor has a good faith belief that a person or entity with which it is contracting has knowingly violated the Statute, the School Board or its contractor shall terminate the contract with such person or entity.
(b) If the School Board has a good faith belief that a subcontractor knowingly violated this subsection, but the contractor otherwise complied with this subsection, the School Board shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.
(c) A contract terminated under this statute is not a breach of contract and may not be considered as such.
4. The School Board, its contractors, or subcontractors may file an action with a Florida circuit or Madison County court to challenge a termination under the Statute no later than twenty (20) calendar days after the date on which the contract was terminated.
5. If the School Board or any other public employer terminates a contract with a contractor under the Statute, the contractor may not be awarded a public contract for at least one (1) year after the date on which the contract was terminated.
6. A contractor is liable for any additional costs incurred by the School Board as a result of the termination of a contract, including but not limited to attorney's fees, costs of rebidding and costs of completing the work or services or obtaining alternative goods.

"General Decision Number: FL20220021 10/21/2022

Superseded General Decision Number: FL20210021

State: Florida

Construction Type: Building

County: Madison County in Florida.

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none"> Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$15.00 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 2022.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none"> Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/07/2022
1	02/25/2022

12/20/22, 8:45 AM

SAM.gov

2 05/06/2022
 3 06/24/2022
 4 10/21/2022

ELEC1205-004 06/06/2022

	Rates	Fringes
ELECTRICIAN.....	\$ 29.10	7.85+14%

 ENGI0673-007 05/01/2021

	Rates	Fringes
OPERATOR: Crane		
Gantry Crane & Bridge Crane..	\$ 28.81	12.00
Tower Crane; Locomotive		
Crane; Crawler Crane;		
Truck Crane; & Hydro Crane..	\$ 32.62	12.00

 IRON0597-004 04/01/2021

	Rates	Fringes
IRONWORKER, STRUCTURAL AND		
REINFORCING.....	\$ 27.75	11.48

 * SHEE0435-005 10/01/2022

	Rates	Fringes
SHEET METAL WORKER (Includes		
HVAC Duct Installation).....	\$ 27.46	15.56

A: Holiday Pay: New Year's Day, Memorial Day, July Fourth,
 Labor Day, Thanksgiving Day, Day after Thanksgiving and
 Christmas Day

 * SUFL2009-058 05/22/2009

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 14.79 **	1.81
CEMENT MASON/CONCRETE FINISHER...	\$ 16.79	0.00
LABORER: Common or General.....	\$ 9.95 **	0.00
LABORER: Pipelayer.....	\$ 11.42 **	1.95
OPERATOR: Backhoe/Excavator.....	\$ 13.19 **	0.00
OPERATOR: Paver (Asphalt,		
Aggregate, and Concrete).....	\$ 9.58 **	0.00
PAINTER: Brush, Roller and		
Spray.....	\$ 10.42 **	0.00
PLUMBER.....	\$ 12.27 **	3.33
ROOFER: Built Up,		
Composition, Hot Tar and		
Single Ply.....	\$ 12.00 **	0.00

TRUCK DRIVER, Includes Dump
and 10 Yard Haul Away.....\$ 8.00 ** 0.15

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

** Workers in this classification may be entitled to a higher
minimum wage under Executive Order 14026 (\$15.00) or 13658
(\$11.25). Please see the Note at the top of the wage
determination for more information.

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
<https://www.dol.gov/agencies/whd/government-contracts>.

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 National Office because National Office has 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.

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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"