

West Florida Electric

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WEST FLORIDA ELECTRIC COOPERATIVE ASSOCIATION, INC.

5282 Peanut Road

Graceville, Florida 32440

REQUEST FOR PROPOSALS (RFP) No. 19-03

**SERVICES CONTRACT FOR POST HURRICANE ELECTRICAL DISTRIBUTION SYSTEM
REPAIRS**

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I. INTRODUCTION

West Florida Electric Cooperative Association, Inc. (WFEC) is a member-owned electric cooperative that provides electric service to areas of the Florida panhandle not served by other utilities. WFEC is seeking proposals from bidders for the services described in Exhibit A, related to damages caused by Hurricane Michael (DR-4399).

In early October 2018, Hurricane Michael, one of the strongest hurricanes to hit the United States, crashed into the Florida panhandle, leaving a path of over 200 miles of destruction across the area. The Florida panhandle experienced heavy rain and devastating winds, resulting in an evacuation order covering 375,000 residents. The effect of Hurricane Michael on the Florida panhandle is significant, causing widespread damage in many areas including homes, businesses, core infrastructure, and government properties. Due to the widespread damage, WFEC requires the services described in Exhibit A.

II. SCOPE OF WORK

A detailed scope of work is provided in Exhibit A.

It is WFEC's intent that the scope of work covered under this RFP will be funded, in whole or in part, by federal grant funding including but not necessarily limited to grants provided by the Federal Emergency Management Agency ("FEMA") under Catalog of Federal Domestic Assistance Numbers 97.036, Disaster Grants - Public Assistance (Presidentially Declared Disasters), 97.039, Hazard Mitigation Grant, or both. Respondents must therefore be familiar with the grant programs established by FEMA and the respective rules and requirements applicable thereto. The Contractor will be required to comply with all applicable Federal laws, regulations, executive orders, and FEMA requirements. Funding for the project under any available federal grants is contingent on strict conformance to the guidelines set forth by applicable state and federal guidelines, including regulations found in 2 C.F.R. Part 200.

III. PROPOSAL DEADLINE/DELIVERY

All proposals in response to this RFP must be received by WFEC, in accordance with the submission instructions provided herein, on or before 12:00 PM (central time) on the due date indicated below. Proposals will be opened immediately following the deadline. It is the sole responsibility of the Respondent to ensure that the Proposal is received on time.

Solicitation release date:	July 8, 2019
All inquiries must be submitted by:	July 22, 2019, at 4:00 PM
Responses to inquiries, if any, issued by:	July 29, 2019, at 4:00 PM
All proposals due on:	August 5, 2019, at 12:00
Anticipated date of award:	August 9, 2019

NOTE: The selected Respondent will be required to report to WFEC's Headquarters office located at 5282 Peanut Road, Graceville, Florida, 32440 no later than **August 19, 2019** at 7:00 AM central time.

This schedule is subject to change in the sole discretion of WFEC. All times indicated are in the central time zone.

IV. GENERAL INSTRUCTIONS

Submittal Instructions

Respondents shall submit one electronic PDF proposal to **Keith L. Varnum, P. E.** at kvarnum@westflorida.coop. The first page of the PDF proposal shall indicate the RFP number indicated on the cover page of this RFP. The subject line of the e-mail transmitting the PDF should also indicate the RFP number. Any requirements in the RFP that cannot be met must be so indicated in the proposal. Respondents must respond to the entire RFP. **If a price proposal form is provided in Microsoft Excel format, Respondent shall return its completed price proposal form in Microsoft Excel format, in addition to the remaining portions of its response to this RFP in PDF format.**

Timeliness

Respondent(s) may submit their Proposal to the above e-mail address any time prior to the stated deadline. If more than one e-mail containing a PDF proposal is provided by the same Respondent, the latest received proposal prior to the deadline will be considered the Respondent's final response. Respondents remain responsible for ensuring that their Proposal is received at the time and e-mail address specified. WFEC assumes no responsibility for any Proposal not received, regardless of the reason for the delay. WFEC will endeavor to respond to each e-mail submission with a confirmation of receipt as a courtesy, but Respondents are encouraged to call WFEC's office to confirm receipt if a courtesy confirmation is not received via e-mail. Late proposals or proposals submitted in any other form than identified above will be rejected.

Requests/Questions

Any bidders interested in this RFP should send an email to WFEC Manager of Engineering, Mr. Keith L. Varnum, P. E., at kvarnum@westflorida.coop. All inquiries, requests for additional information and questions should also be submitted electronically to Mr. Varnum using this email address and must be submitted no later than inquiry deadline listed above. For all communications regarding this RFP, the message must include the RFP number in the subject line. Responses to any inquiries received, if any, will be distributed to all bidders who express interest in this RFP pursuant to these instructions and in accordance with the deadlines stated above.

Respondent(s) who have expressed interest in this RFP shall be notified of any changes in the specifications contained within this RFP. WFEC is not responsible for responding to any inquiry, substantive or otherwise, received after the inquiry submittal deadline listed above.

No oral interpretations will be made by WFEC to any respondents as to the requirements of this RFP. Any clarification or interpretation that is not in writing shall not legally bind WFEC. Only information supplied by WFEC in writing or in this RFP should be considered in preparing Proposals. It is the responsibility of the Respondent(s) prior to submission of any proposal to ensure all RFP documentation has been received.

Warranty

Each Respondent shall carefully examine all RFP documents and familiarize themselves with all requirements prior to submitting a Proposal to ensure that the Proposal meets the intent of this RFP. Before submitting a Proposal, each Respondent shall be responsible for making all investigations and examinations that are necessary to ascertain conditions and affecting the requirements of this RFP.

The contract documents contain the provisions required for the project. Information obtained from an officer, agent, or employee of WFEC or any other person shall not affect the risks or obligations assumed by the Respondent/Contractor or relieve the Respondent/Contractor from fulfilling any of the conditions of the contract. All goods and services furnished by Respondent, relating to and pursuant to this RFP, will be warranted to meet or exceed the specifications contained herein. In the event of breach, the Respondent will take all necessary action, at Respondent's expense, to correct such breach in the most expeditious manner possible.

Submission of a Proposal indicates acceptance by the Respondent of the conditions contained in this RFP. Failure to make such investigations and examinations shall not relieve the Respondent from obligation to comply, in every detail, with all provisions and requirements of the RFP.

Basis of Contract Award

The award decision will be based on an evaluation of a Respondent's ability to meet the needs of WFEC. WFEC reserves the right to make one award or multiple awards. Award(s), if made, will be made to the responsible and responsive Respondent(s) whose Proposal(s) represents, in WFEC's sole discretion, the most advantageous Proposal to WFEC and best overall value to WFEC, price and other factors being considered. WFEC reserves the right to reject all offers or to award the contract to other than the lowest priced offeror.

Point of Contact

WFEC's Manager of Engineering will be the primary point of contact for this RFP. Under no circumstances may a Respondent contact any other WFEC employee or agent concerning this RFP until after award unless written consent or instruction is provided to do so. Any such contact may result in disqualification.

Cancellation/Rejection

WFEC may cancel this RFP, or reject in whole or in part, when it is in the best interests of WFEC, in WFEC's sole discretion. Notice of cancellation shall be sent to each Respondent that has expressed interest in this RFP pursuant to the instructions provided herein. The notice shall identify the solicitation, and, where appropriate, explain that an opportunity will be given to compete on any re-solicitation or any future procurement of similar items.

When it deems doing so is in its best interest, WFEC reserves the right to reject any or all Proposals, select and award any portion of any or all Proposal items, and waive minor informalities and irregularities in any Proposal.

A Proposal may be rejected if it is non-responsive or does not conform to the requirements and instructions in this RFP. A Proposal may be non-responsive by reasons, including, but not limited to, failure to utilize or complete prescribed forms, conditional Proposals, incomplete Proposals, indefinite or ambiguous Proposals, failure to meet deadlines and improper and/or undated signatures. Other conditions which may cause rejection of Proposals include evidence of collusion, obvious lack of experience or expertise to perform the required work, submission of more than one Proposal for the same work from an individual, Respondent or corporation under the same or a different name, failure to perform or meet financial obligations on previous contracts.

Licenses

Respondent shall be properly licensed for the appropriate work specified in this RFP. All Respondents are requested to submit any required license(s) with their qualifications. License(s) must be effective as of the opening date and must be maintained throughout the Contract Period. Failure to be properly licensed as stated above may result in the rejection of the Proposal as nonresponsive.

Insurance Requirements

Applicable insurance requirements are provided in Exhibit F, Insurance Requirements.

Confidentiality

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as many be provided by other applicable State or Federal Law, all Respondents should be aware that this RFP and any communications with respect to it, including but not limited to submitted Proposals, may be considered within the public domain by virtue of WFEC's intent to submit the resulting costs to various grant programs for Federal and/or State reimbursement. Respondents should therefore identify specifically any information contained in their Proposal which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

Affirmative Steps

The Respondent will be the primary service provider and shall be responsible for all work performed and Contract deliverables. If any portion of the Contract is to be let to subcontractors, proposed use of subcontracts should be included in the Respondent's Proposal. Requests for use of subcontractors received subsequent to the solicitation process are subject to review and approval by WFEC. As the scope of work under this contract will be funded in whole or in part using FEMA grant funding, pursuant to 2 C.F.R. § 200.321, if subcontracts are let, the Respondent/Contractor must take the following affirmative steps to solicit disadvantaged firms:

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

WFEC reserves the right to request and review information in conjunction with its determination regarding a subcontract request. All subcontractors are subject to the same requirements of this solicitation as the awarded contractor.

Protests

Any award by WFEC of the Contract as contemplated by this RFP to a Respondent shall be final and not subject to further challenge or protest.

Withdrawal of Proposal

Any Respondent may withdraw its Proposal, either personally or by written request, at any time prior to the scheduled time for opening Proposals. No Respondent may withdraw its Proposal for a period of 180 days after the date for opening and all Proposals shall be subject to acceptance by WFEC during this period.

V. PROPOSAL FORMAT AND EVALUATION CRITERIA

To receive consideration, Proposals shall be made on the forms provided, properly executed and with all items filled out. Do not change the wording of the Price Proposal Form. No conditions, limitations, or provisions will be attached or added to the Price Proposal Form by the Respondent. Alterations by erasure or interlineations must be explained or noted in the Proposal over the signature of the Respondent. Each submission must include a cover letter, executive summary, signed submittal form, general company information, key personnel, and any other applicable or required documentation, as explained below.

Tab I: Cover Letter / Executive Summary (Pass/Fail)

- Provide a cover letter, signed by an authorized representative of the Respondent, indicating the underlying philosophy of the respondent in providing the services stated herein and indicating the Respondent's commitment to provide the services proposed. Provide general company information, including the name of your company (including the name of any parent company), business address, e-mail address, Federal Tax ID number, telephone number, fax number, and the name(s), telephone number(s), and e-mail address(es) of the authorized contact person(s) concerning proposal. Submission of a signed Proposal is Respondent's certification that the Respondent will accept any awards as a result of this RFP.
- The Executive Summary should include a brief overview of the proposed plan of action, including, but not limited to, strategy for implementation, and understanding of the RFP technical requirements. Identify the key personnel that will be committed to the project.

Tab II: Respondent's Qualifications (20 points/8 Page Limit)

- Provide an overview of the Respondent's history, capability, and business ability relative to WFEC's requirements. Include information on organizational structure.

- Describe your company's documented experience in providing disaster recovery repairs for electric cooperatives or municipal power entities, including providing the level of documentation required by FEMA and Florida Division of Emergency Management (FDEM) to support FEMA claims. Describe all documentation processes to capture work performed and invoice backup documentation.

Tab III: Specialized Expertise of Team Members (15 points/8 Page Limit)

- Provide a list of individuals who will be assigned (on site) to the service engagement with WFEC and their specific roles. Include summary resumes of the individuals to reflect their experience and education, particularly as they relate to the company's engagements in the last ten years.
- Identify the primary contact who will be actively engaged in serving the account and identify the current client workload of this individual, including the locations of other clients. If lead project staff members are to be changed, request must be made in writing and pre-approved by WFEC
- Provide the number of employees who would be available during normal business times versus during time of emergency or disaster. Describe if your employees are full time employees or contracted employees.
- Describe the experience your employees have in handling the documentation required for receiving FEMA or other Federal or State grant reimbursement.

Tab IV: Technical Approach (20 points/8 Page Limit)

- Provide a description of the company's general approach to the proposed scope of services to include team organization, staff assignments, schedules, quality assurance, and accountability.
- Provide relevant availability guidelines and/or the average time between request for services/tasks and actual performance for current clients. Discuss the availability of the primary contact relative to current and future client workload. Include for each individual the estimated number of hours that will be contributed to this project and in what capacity they would serve on this project. Include information on supervisory personnel.

Tab V: Cost of Services to WFEC (30points/5 Page Limit)

- Instructions for providing a cost or price proposal are provided in Exhibit B, Price Proposal Form. Cost-plus-a-percentage-of-cost contracts are not permitted under Federal regulations (e.g., cost + 20%) and thus will not be accepted by WFEC.
- Provide examples (if any) where you have recovered all or part of your fees from FEMA.

Tab VI: References (15 points)

In order for the Respondent to be awarded any points for this tab, Respondent must submit three references from clients whose projects are of a similar nature to those requested in this RFP. Information provided for each client shall include the following:

- Client name, address, e-mail address, and telephone number.
- Client contact reference name, e-mail address, and current telephone number.
- Description of services provided.
- Time period of the project or contract; briefly describe if project met or exceeded the schedule outlined. If it did not meet the schedule outlined, explain why.
- Dollar value of project; briefly describe if the completed project met, or came under budget.

Tab VII: Acceptance of Conditions (Pass/Fail)

Indicate any exceptions to the terms and conditions of the RFP, to insurance requirements, or any other requirements listed in this RFP. If no exceptions are indicated in this tabbed section, it will be understood that no exceptions to these documents will be considered after the award, or if applicable, during negotiations. Exceptions taken by a Respondent may result in evaluation point deduction(s) and/or exclusion of proposal for Selection Committee consideration, depending on the extent of the exception(s). Such determination shall be at the sole discretion of WFEC.

Tab VIII: Required Forms (Pass/Fail)

- Exhibit B: Price Proposal Form
- Exhibit C: Qualification Questionnaire
- Exhibit D: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions
- Exhibit E: Certification Regarding Lobbying

VI. SELECTION

Representatives from WFEC will review the Proposals for completeness. Those Proposals deemed complete and responsive will be forwarded to the Evaluation Committee.

Evaluation Committee

The Evaluation Committee may consist of 3 or more members. WFEC or designee shall determine the Evaluation Committee that will best serve the needs of WFEC.

Evaluation

Only Proposals received by WFEC in accordance with the requirements and deadlines provided shall be evaluated. The ranking of proposals shall be based upon the points awarded in the scoring process utilizing the evaluation criteria in this RFP.

The best-qualified Respondents shall be based upon the Evaluation Committee's ability to differentiate qualifications applicable to the scope and nature of the services to be performed as indicated by the ratings on the scoring sheet.

Presentation/Interviews

The Evaluation Committee may choose to conduct formal presentations/interviews with any or all Respondents prior to making an Award.

VII. AGREEMENT

The successful bidder shall be prepared to immediately enter into contract negotiations with WFEC, and must at that time deliver the policies of insurance or insurance certificate as required. All insurance documents shall be approved by WFEC before the successful Respondent may proceed with the work.

WFEC's intent is to negotiate an agreement with the successful bidder for a term of not more than five (5) years. The length of the Contract Period may be shorter and is in the sole discretion of WFEC. Prices shall remain firm for the entire Contract Period. Additional items/services related to those described in Exhibit A may be added to the resultant Contract, in compliance with applicable State and federal regulations.

The contract will contain the provisions required by 2 C.F.R. § 200.326 and FEMA guidance, as identified in Exhibit G of the RFP.

Exhibit A: Scope of Work

WFEC is requesting proposals from qualified respondents capable of providing services to perform repairs to its overhead and underground primary electrical distribution system at several locations throughout its territory that were damaged by Hurricane Michael in Calhoun, Holmes, Jackson and Washington Counties, Florida. WFEC reserves the right to perform some or all of the work in-house, WFEC seeks proposals of a scope of work that includes installing new and/or replacing utility poles, secondary poles, stringing new and/or replacing overhead conductors or installing new and/or replacing underground cables in conduit, installing new and/or replacing both overhead and pad-mounted transformers, installing new meter installations and work incidental thereto.

The scope of work also includes documenting each construction site by the respondent. WFEC will provide a tablet (or other similar device) programmed and capable of providing such documentation. The documentation will include the respondent recording the job's work order number, the site's pole number, a BEFORE and AFTER photograph and a few other minor details to be determined later. WFEC estimates this process will take no longer than 5 minutes. If the respondent has an electronic system already in place to provide this level of documentation, WFEC will allow such use provided the output meets the minimum documentation requirements.

WFEC primary voltage is 14,400GY/24,940 Volts and 7,200GY/12,470 Volts.

Detailed Scope of Work

Additional detail about the elements of work is included in Exhibit B, Price Proposal Form.

Exhibit B: Price Proposal Form

Respondents must submit a price proposal using the provided Microsoft Excel spreadsheet price proposal form. This form has 5 separate worksheets and list of descriptive units. The worksheets are as follows:

- Overhead Units – New/Install (N)
- Overhead Units – Removal/Retire (R)
- Underground Units – New/Install (N)
- Underground Units – Removal/Retire (R)
- Underground Units - Transfer (T)

All references to drawings and specifications below and in the price proposal form refer to WFEC'S Specifications and Drawings located at which can be found online at:

<https://www.westflorida.coop/pdfs/WFEC-Spec-Book-2019.zip> and/or

RUS Bulletin 1728F-803 Specifications and Drawings for 24.9/14.4kV Line Construction, and RUS Bulletin 1728F-806 Specifications and Drawings for Underground Electric Distribution which can be found online at:

<https://www.rd.usda.gov/publications/regulations-guidelines/bulletins/electric>.

The NEW/INSTALL construction units are specified by the prefix (N) and followed by the construction assembly unit designation of existing construction assembly unit to be installed. For example, a (N) VA1.1 signifies the construction of a VA1.1 construction assembly unit.

NEW/INSTALL Units: New construction unit prices include the furnishing of all labor for installing construction units on existing or new lines, and all labor and transportation of materials to the job site from WFEC's warehouse in the prosecution of this Contract as approved by the Engineer.

The REMOVAL/RETIRE construction units are specified by the prefix (R) and followed by the construction assembly unit designation of existing construction assembly unit to be removed. For example, an (R) VA2-1 signifies the removal of a VA2-1 construction assembly unit.

REMOVAL/RETIRE Units: Removal construction units include the furnishing of all labor for the removal of existing units of construction from existing lines, disassembling into material items, and all labor and transportation for the returning of all materials to the warehouse of WFEC in an orderly manner or transporting elsewhere to the site of the Project for reuse in the prosecution of this Contract as approved by the Engineer. The unit removal prices shall include all material and labor required to reinstall in accordance with specifications any conductors temporarily detached. The Contractor will reinstall at its own expense any other units removed by Contractor for the its own convenience.

The TRANSFER construction units are specified by the prefix (T) and followed by the construction assembly unit designation of existing construction assembly unit to be transferred.

TRANSFER Units: Transfer construction unit prices include the furnishing of all labor for transferring a construction unit at an existing location.

DESCRIPTIVE Units: Descriptive construction units are used ONLY to describe the type or size of equipment included in other construction units. For example, the Descriptive construction unit "10KVA" is always used with a G or VG construction unit and is included ONLY to indicate what size transformer to use with the G or VG unit. DESCRIPTIVE Units have no costs associated with them.

The following special notes apply to specific NEW/INSTALL construction units:

- Poles: A pole construction unit consists of one pole in place. It does not include a pole top construction unit or other construction units attached to the pole. A Descriptive unit will accompany the pole construction unit to indicate the pole's class. (Example: The construction unit "35 POLE" will be accompanied by the descriptive unit "CLASS 5" to indicate a 35-foot-long class5 wood pole.)
- Guying: A guying construction unit generally consists of the guy wire, guy marker, guy strain insulator (where necessary), hardware, and jumpers, as indicated on the applicable drawing.
- Anchors: An anchor construction unit generally consists of the anchor with rod complete, ready for attaching the guy wire, as indicated on the applicable drawing.
- Grounding: A grounding construction unit generally consists of the conductor, ground rod, connectors, hardware, and clamps, as indicated on the applicable RUS drawing.
- Overhead, Secondary: A secondary construction unit generally consists of the insulator(s) and hardware needed to support the secondary conductors or cable, as indicated on the applicable drawing. It does not include the secondary conductor or cable, or the insulators or hardware needed to support service conductors or cable. Tree trimming necessary for installing secondaries on poles not carrying primary line is included with the secondary construction assembly unit and shall be performed in accordance with the directions of the Engineer.
- Overhead, Service: A service construction unit generally consists of the insulator(s) and hardware needed to support the service conductors or cable, as indicated on the applicable drawing. It does not include the service conductor or cable, or the insulators or hardware needed to support secondary conductors or cable. Tree trimming necessary for installing services on poles not carrying primary line is included with the

service construction assembly unit and shall be performed in accordance with the directions of the Engineer. The service shall be connected to the secondary of the transformer and 2 feet of conductor or cable shall be left for connecting to the consumer's service entrance.

- **Overhead, Conductor:** A conductor construction unit consists of 1,000 feet of conductor or cable for primaries, secondaries or services, and includes tie wires, sleeves for splicing, connectors, and armor rods with clips or armor wire where necessary. In computing the compensation to the Respondent for conductor construction assembly units, only the horizontal distance between conductor supports or pole stakes shall be used. The conductor or cable sizes and types listed are the manufacturer's designation.
- **Overhead, Miscellaneous:** A miscellaneous construction unit consists of an additional unit needed in the Project for new line construction but not otherwise listed in the Proposal.
- **Overhead, Neutral:** A neutral construction unit generally consists of the insulator(s) and hardware needed to support the neutral conductor, as indicated on the drawing.
- **Metering:** A metering construction unit generally consists of the meter(s), current and potential transformer(s), surge arrester(s), cutout(s), switch(es), supports, hardware, jumpers, and wiring, as indicated on the applicable drawing.
- **Underground, Cable:** An underground cable construction unit consists of 1,000 feet of cable for underground primaries, secondaries or services. It does not include the conduit, plowing, trenching and backfilling, or the termination of the primary cable which are provided for in other assembly units. It includes the termination, connection and sealing of secondary and service cables and conductors as shown in the specifications and construction drawings, and all primary, secondary and service cable splices (buried cable may be spliced only when and where permitted by WFEC). In computing the compensation to the Respondent for underground cable assembly units, only the distance between stakes, paralleling the cable shall be used. The number of units so computed will include all cable installed in place in all specified trenches, risers, conduits, crossings, manholes, transformers, terminal housings, and meter boxes. The conductor or cables listed are the manufacturer's designation of type, size, voltage rating, and material.
- **Underground, Secondary:** An underground secondary and service construction unit consists of one secondary or service cable terminal housing mounted in place. It includes the power pedestal, stake (when required), mounting hardware, safety signs, directional marker, housing identification marking and the cable identification tags. It does not include the cable terminations, ground rod, or pad.

- **Underground, Miscellaneous:** A miscellaneous underground construction unit consists of an additional unit needed in the Project for new construction but not otherwise listed in the Proposal. This part includes the miscellaneous construction units as shown on the respective underground construction drawings. Where miscellaneous units consist of or include a primary cable termination, the unit includes the preparation of the cable to accommodate the termination, the stress cone and the connection of the cable to the terminal equipment. Pad construction assembly units are in this part and include the site preparation, bedding, drainable material when specified, cable slot, backfilling, tamping and the pad in place.

The following special notes apply to specific REMOVAL/RETIRE construction units:

- **Poles.** All poles of the same height, regardless of pole class, are designated by the same unit. Thus, a (R) 30 POLE signifies the removal of a 30-foot wood pole of any class. The Contractor is not required under this unit to remove from the pole any ground wire or pole numbering attached to the pole. This unit includes the refilling and tamping of holes in a workmanlike manner unless they are to be reused.
- **Conductor.** The conductor removal/retire construction unit covers the removal of 1,000 feet of conductor or cable and reeling or coiling it in a workmanlike manner in such a way that it can be reused by the Contractor or WFEC. WFEC will furnish to the Contractor reels if it is to be returned to WFEC's warehouse on reels. The Contractor will retain possession of all jumpers, tie wire, armor rods, connectors, and other conductor accessories removed. These items will not be returned to WFEC. The removal unit for each size of conductor or cable is shown by the prefix (R) followed by the conductor or cable type; thus, an (R) 4 ACSR signifies the removal unit for 1,000 feet of 4 ACSR conductor.
- **Guys.** A guying removal/retire construction unit generally consists of the guy wire, guy marker, guy strain insulator (where necessary), hardware, and jumpers, as indicated on the applicable drawing.
- **Anchors.** An anchor removal/retire construction unit consists of removing the anchor. An (R) "F" Unit signifies the removal of any anchor with the exception of F2-14 and F2-14X. If the rod cannot be unscrewed, the end of the rod shall either be cut off or bent down so that the top of the rod will be at least 18 inches below grade.
- **Secondary Units.** The unit for removal of secondary assemblies includes, in addition to the removal of the construction assembly itself, all necessary handling such as untying, re-sagging, and re-tying of secondary conductor or cables where existing secondary conductor or cable is to be reused. In addition, the unit for removal of the secondary construction assembly includes the handling or holding of any conductor at tap lines where such is involved, and the reinstalling of such tap conductor in accordance with the specifications.

Exhibit C: Qualification Questionnaire

All questions on this questionnaire must be answered; do not leave blanks—where appropriate, state “None” or “Not Applicable” (N/A). If additional space is required to fully respond to any questions, please add sheets to this questionnaire and reference the questions/answers appropriately. WFEC reserves the right to inquire further with respect to any matter in this questionnaire or otherwise to determine the suitability of a contractor to receive an award of a contract.

Identity of Contractor

- A. Contractor’s full legal name: _____
- B. Tax ID Number (“TIN”), Employer Identification Number (“EIN”), and Social Security Number (“SSN”), as applicable: _____
- C. Contractor’s form of legal entity (corporation, joint venture, sole proprietorship, etc.):

If the Contractor is a Joint Venture or Partnership, please list all partner companies and/or parties to the Joint Venture below. All partners and/or parties listed are also required to individually complete a separate Qualification Questionnaire.

(1) Partner/Party Name: _____

TIN, EIN, or SSN: _____

DUNS #: _____

Percentage of Ownership: _____

(2) Partner/Party Name: _____

TIN, EIN, or SSN: _____

DUNS #: _____

Percentage of Ownership: _____

- D. State or country under whose laws the Contractor is organized and year organized:

E. Number of Employees: Company-wide _____ Local office _____

F. Does the Contractor now use or, in the past ten (10) years has it used, TIN, EIN, doing business as or “DBA”, name, trade name or abbreviation other than the Contractor’s name or TIN or EIN listed in Part I.B., above? If so, provide the prior identifying information. _____

G. Contractor’s mailing address:

H. Contractor’s street address (complete only if different than Part I.G.): _____

I. Has the Contractor changed in address in the past five (5) years and, if so, what was the company’s prior address(es)? _____

J. Contractor’s telephone number: _____ Fax number: _____
E-mail address: _____

K. List each person or legal entity which has a 10% or more ownership or control interest in Contractor. _____

L. List the name and title of each director and principal officer of Contractor:

Identify of Person Completing this Questionnaire

- A. Name: _____
- B. Employer/Title: _____
- C. Telephone number: _____ Fax number: _____
- D. E-mail address: _____ Mobile number: _____

Contractor Representations

If for any reason a representation on this questionnaire is not accurate and complete as of the time the Contractor signs this form, the Contractor must identify the provision and explain the reason in detail on a separate sheet. Absent such an explanation, the Contractor represents that the following statements are complete and accurate.

The following questions apply to (i) Contractor, Contractor’s parent, subsidiaries and affiliates (if any); (ii) any joint venture (including its individual members) and any other form of partnership (including its individual members) which includes Contractor or Contractor’s parent, subsidiaries, or affiliates; (iii) Contractor’s directors, officers, principals, managerial employees, and any person or entity with a 10% or more interest in Contractor; (iv) any legal entity, controlled, or 10% or more of which is owned, by Contractor, or by any director, officer, principal, managerial employee of Contractor, or by any person or entity with a 10% or more interest in Contractor. (If the answer to any question is “YES,” Contractor must provide all relevant information on a separate sheet attached hereto.)

Please check this box if a separate sheet is attached:

(1) Within the past five (5) years, has Contractor been declared not responsible to receive a public or private contract?	<input type="checkbox"/> No	<input type="checkbox"/> Yes
(2) Has Contractor been debarred, suspended, or otherwise disqualified from bidding, proposing, or contracting?	<input type="checkbox"/> No	<input type="checkbox"/> Yes
(3) Is there a proceeding pending relating to Contractor’s responsibility, debarment, suspension, or qualification to receive a public or private contract?	<input type="checkbox"/> No	<input type="checkbox"/> Yes
(4) Within the past five (5) years, has Contractor defaulted on a contract or been terminated for cause on a public or private contract?	<input type="checkbox"/> No	<input type="checkbox"/> Yes

(5) Has a public or private entity requested or required enforcement of any of its rights under a surety agreement on the basis of Contractor’s default or in lieu of declaring Contractor in default?	<input type="checkbox"/> No	<input type="checkbox"/> Yes
(6) Within the past five (5) years, has the Contractor been required to engage the services of an Integrity Monitor in connection with the award of or in order to complete any public or private contract?	<input type="checkbox"/> No	<input type="checkbox"/> Yes
(7) Within the past (5) years, have Contractor’s safety practices/procedures ben evaluated and ruled as less than satisfactory by a public or private entity?	<input type="checkbox"/> No	<input type="checkbox"/> Yes
(8) Has Contractor’s Workers’ Compensation Experience Rating (also known as the Experience Modification Rate or EMR) been 1.2 or greater at any time in the last five (5) years? If yes, please explain.	<input type="checkbox"/> No	<input type="checkbox"/> Yes
(9) Within the past five (5) years, has the Contractor been accused of violating equal opportunity or nondiscrimination laws?	<input type="checkbox"/> No	<input type="checkbox"/> Yes
(10) Within the past five (5) years, has the Contractor been accused of violating prevailing wage laws, regulations, or executive orders?	<input type="checkbox"/> No	<input type="checkbox"/> Yes

Questions Which Must Be Answered by “Yes” or “No”

To the best of your knowledge after diligent inquiry, in connection with the business of Contractor or any other company which is related to Contractor by any degree of common ownership, control, or otherwise, do any of the following statements apply to: (i) Contractor, Contractor’s parent, subsidiaries, and affiliates (if any); (ii) any joint venture (including its individual members) and any other form of partnership (including its individual members) which includes Contractor or Contractor’s parent, subsidiaries, or affiliates; (iii) Contractor’s directors, officers, principals, managerial employees, and any person or entity with a 10% or more interest in Contractor; (iv) any legal entity, controlled, or 10% or more of which is owned, by Contractor, or by any director, officer, principal, managerial employee of Contractor, or by any person or entity with a 10% or more interest in Contractor? (If the answer to any question is “YES,” Contractor must provide all relevant information on a separate sheet attached hereto.)

(1) Within the past ten (10) years has been convicted of or pleaded nolo contendere to (i) any felony or (ii) a misdemeanor related to truthfulness in connection with business conduct.	<input type="checkbox"/> No	<input type="checkbox"/> Yes
(2) Is currently disqualified from selling or submitting bids/proposals to or receiving awards from or entering into any contract with any federal, state, or local government agency, any public authority or any other public entity.	<input type="checkbox"/> No	<input type="checkbox"/> Yes

<p>(3) Has within a ten (10) year period preceding the date of this Questionnaire been convicted of or had a civil judgment rendered against it for or in relation to: (i) 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;</p> <p>(ii) collusion with another person or entity in connection with the submission of bids/proposals; (iii) violation of federal or state antitrust statutes or False Claims Acts; or (iv) commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.</p>	<p><input type="checkbox"/> No <input type="checkbox"/> Yes</p>
<p>In the past ten (10) years, has Contractor entered into a consent decree, deferred prosecution agreement or a non-prosecution agreement?</p>	<p><input type="checkbox"/> No <input type="checkbox"/> Yes</p>
<p>In the past seven (7) years, have any bankruptcy proceedings been initiated by or against the Contractor (whether or not closed) or is any bankruptcy proceeding pending by or against the Contractor regardless of the date of filing?</p>	<p><input type="checkbox"/> No <input type="checkbox"/> Yes</p>
<p>In the past five (5) years, have there been any judgments or tax liens of \$100,000 or more, including but not limited to judgments based on taxes owed, fines and penalties assessed by a government agency against Contractor at any time?</p>	<p><input type="checkbox"/> No <input type="checkbox"/> Yes</p>
<p>During the past five (5) years, has the Contractor failed to file any applicable federal, state, or local tax return?</p>	<p><input type="checkbox"/> No <input type="checkbox"/> Yes</p>

Background

A. Indicate if your business qualifies as one of the following:

- Small Business Enterprise
- Women’s Business Enterprise
- Minority Business Enterprise
- Labor Surplus Area Firm¹

B. List any licenses your company holds. Attach a separate sheet if necessary.

Insurance Information

- A. Worker’s Compensation Carrier: _____
Policy Expiration Date: _____

- B. CGL Carrier: _____
Policy Expiration Date: _____
Address: _____
Telephone: _____ Contact Name: _____

- C. Other Carrier: _____
Coverages: _____
Policy Expiration Date: _____
Address: _____
Telephone: _____ Contact Name: _____

¹ A list of labor surplus areas is available at <https://www.doleta.gov/programs/lisa.cfm>.

Affidavit and
Acknowledgement

STATE OF _____)

COUNTY OF _____)

On the _____ day of _____, 20____ before me personally came and appeared:

by me known to be said person, who swore under oath as follows:

1. I am _____(print name), _____(print title) of _____(print name of company).
2. I am duly authorized to sign this Qualification Questionnaire on behalf of said company and duly signed this document pursuant to said authorization.
3. The answers to the questions set forth in the Qualification Questionnaire and the representations set forth in this questionnaire, including any attachments, are true, accurate, and complete. I authorize WFEA to verify any such information and to conduct any background checks it deems appropriate.
4. I acknowledge and understand that the Qualification Questionnaire includes provisions which are deemed included in the contract if awarded to the company.

Signature

Sworn to and subscribed to before me this _____ day of _____, 20_____

(Notary Public)

Notary Public _____ County

My commission expires: _____

Exhibit D: Certification Regarding Debarment, Suspension and Other Responsibility Matters

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the CONTRACTOR (referred to herein as the “prospective lower tier participant”) is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from

covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AN VOLUNTARY
EXCLUSION—LOWER TIER COVERED TRANSACTIONS

- (1) The prospective lower tier participant certifies, by submission of this proposal, 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.

- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

CONTRACTOR Company Name/Contract Number

Name

Title

Signature/Date

Exhibit E: Certification Regarding Lobbying 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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CONTRACTOR certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, CONTRACTOR understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

CONTRACTOR Name

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

Exhibit F: Insurance Requirements

Prior to execution of a contract awarded under this RFP, the selected Respondent shall submit one original certificate of insurance, signed by an authorized representative of the insurance company, stating complete compliance with the following specifications. Notwithstanding any other provision of this RFP or the contract, WFEC shall have no obligation to execute a contract or make any payment to the selected Respondent until all insurance requirements are met. The Certificate of Insurance shall be provided to:

WEST FLORIDA ELECTRIC COOPERATIVE ASSOCIATION, INC.
5282 PEANUT ROAD
GRACEVILLE, FLORIDA 32440

Contractor’s insurance shall be written for the following types and limits and shall be maintained, at their expense, for the life of the Contract.

A. Workers’ Compensation & Employer’s Liability

- 1. Coverage A – Statutory
- 2. Coverage B – Employer’s Liability

Bodily Injury by Accident	\$1,000,000	Each Accident
Bodily Injury by Disease	\$1,000,000	Policy Limit
Bodily Injury by Disease	\$1,000,000	Each Employee

- 3. Waiver of Subrogation in favor of West Florida Electric Cooperative where permitted by law.

B. Commercial General Liability

- 1. Combined Single Limit

\$1,000,000	Each Occurrence
\$2,000,000	Aggregate
- 2. Coverage Required: Premises-Operations; Explosion; Collapse Underground; Products/Completed Operations; Independent Contractors; Blanket Contractual Liability; Broad Form Property Damage; Personal Injury Liability
- 3. Coverage shall include per project aggregate endorsement.
- 4. Primary Additional Insurance: The following wording must appear on the certificate. We will not accept an endorsement attached to the certificate.

WEST FLORIDA ELECTRIC COOPERATIVE ASSOCIATION, INC. and UNITED STATES OF AMERICA are additional insured under Contractor’s general liability policy. Coverage under such policy shall be primary with WEST FLORIDA ELECTRIC COOPERATIVE ASSOCIATION, INC. and any WFEC insurance policies, or loss coverage, being excess over the Contractor’s coverage.

C. Commercial Automobile Liability

1. Combined Single Limit of \$1,000,000 Each Occurrence
2. Coverage Required: All owned automobiles, non-owned automobiles, and hired automobiles.

If Contractor does not own any vehicles, the certificate must show Hired and Non-Owned Automobile Liability and must attach a letter stating that Contractor does not own any vehicles.

D. Umbrella Liability \$1,000,000

E. Professional Liability (if required) \$1,000,000

F. The foregoing policies shall contain a provision that coverages afforded under the policies will not be cancelled or not renewed until at least thirty (30) days written notice has been given to WEST FLORIDA ELECTRIC COOPERATIVE ASSOCIATION, INC

G. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting WEST FLORIDA ELECTRIC COOPERATIVE ASSOCIATION, INC.’s interest shall not be effective (1) for such period as the laws of the State of Florida prescribe, or (2) until thirty (30) days after the insurer or the Contractor gives written notice to the Contracting Office, whichever period is longer.

Exhibit G: 2 CFR FEDERAL CLAUSES

In addition to the previously identified federal contract clauses, the successful respondent will be presented with a contract which will include the following clauses.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200. Appendix II. Required Contract Clauses

Requirements under the Uniform Rules. A non-Federal entity's contracts must contain the applicable contract clauses described in Appendix II to the Uniform Rules (Contract Provisions for non-Federal Entity Contracts Under Federal Awards), which are set forth below. 2 C.F.R. § 200.326. For some of the required clauses we have included sample language or a reference a non-Federal entity can go to in order to find sample language. Please be aware that this is sample language only and that the non-Federal entity alone is responsible 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. We do not include sample language for certain required clauses (remedies, termination for cause and convenience, changes) as these must necessarily be written based on the non-Federal entity's own procedures in that area.

1. Remedies.

- a. Standard: Contracts for more than the simplified acquisition threshold (\$150,000) must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II, ¶ A.
- b. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

2. Termination for Cause and Convenience.

- a. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II, ¶ B.
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. Equal Employment Opportunity.

- a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending*

Executive Order 11246 Relating to Equal Employment Opportunity, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, \ C.

Key Definitions.

- (1) Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a “federally assisted construction contract” as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.
 - (2) Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines “construction work” as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
- c. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause:

“During the performance of this contract, the contractor agrees as follows:

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

- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

4. Davis Bacon Act and Copeland Anti-Kickback Act.

- a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant

Program, and Transit Security Grant Program.

This does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

- b. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part S (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, *D.
- c. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- d. The Non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- e. In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public World Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti-Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.
- f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the next subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. As such, FEMA requires the following contract clause:

“Compliance with the Copeland “Anti-Kickback” Act.

- (1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the

compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

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

5. Contract Work Hours and Safety Standards Act.

- a. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.
- c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
- d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

“Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such work week 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 work week.

- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation

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

- (3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

6. Rights to Inventions Made Under a Contract or Agreement.

- a. **Stafford Act Disaster Grants. This requirement does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance** Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”
- b. If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix

II, ¶ F.

- c. The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

7. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671 q) 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.

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

“Clean Air Act”

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency

Management Agency, and the appropriate Environmental Protection Agency Regional Office.

- (3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.”

8. Debarment and Suspension.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security’s regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).
- c. 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, \ I; and Chapter IV, § 6.d and Appendix C, §2. 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; Chapter IV, 6.d and Appendix C, 2.
- d. In general, an “excluded” party cannot receive a Federal grant award or a contract within the meaning of a “covered transaction,” to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The test to the exclusion is whether there is a “covered transaction,” which is any non-procurement transaction (unless excepted) at either a “primary” or “secondary” tier. Although “covered transactions” do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS’s implementing regulations, it does include some contracts awarded by recipients and subrecipient.
- e. Specifically, a covered transaction includes the following contracts for goods or services:
- (1) The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
 - (2) The contract requires the approval of FEMA, regardless of amount.
 - (3) The contract is for federally-required audit services.

- (4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either approval of FEMA or is in excess of \$25,000.
- d. The following provides a debarment and suspension clause. I incorporate 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, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as Recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

9. Byrd Anti-Lobbying Amendment.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ J; 44 C.F.R. Part 18; Chapter IV, 6.c; Appendix C, §4.
- c. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of

Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See Chapter IV, §6.c and Appendix C, 4.

d. The following provides a Byrd Anti-Lobbying contract clause:

“Byrd Anti-Lobbying Amendment. 31 U.S.C. § 1352 as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 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.”

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the

award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 e/seq., apply to this certification and disclosure, if any.

Signature of Contractor’s Authorized Official

Name and Title of Contractor’s Authorized Official

Date

10. Procurement of Recovered Materials.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II,K; 2 C.F.R. § 200.322; Chapter V, 7.
- c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and

establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

d. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

11. Additional FEMA Requirements.

a. The Uniform Rules authorize FEMA to require additional provisions for non- Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

b. Changes.

To be eligible for FEMA assistance under the non-Federal entity’s FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either daily to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

c. Access to Records.

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

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

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

- (1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other worksites pertaining to the work being completed under the contract.”

12. DHS Seal, Logo, and Flaps.

- a. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).
- b. The following provides a contract clause regarding DHS Seal, Logo, and Flaps: “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.”

13. Compliance with Federal Law, Regulations, and Executive Orders.

- a. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- b. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: “This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.”

14. No Obligation by Federal Government.

- a. The non-Federal entity must include a provision in its contract that states that the Federal

Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

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

15. Program Fraud and False or Fraudulent Statements or Related Acts.

- a. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: “The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor’s actions pertaining to this contract.”

Affirmative Steps

Six (6) Affirmative Steps

The Code of Federal Regulations Title 2 Part 200.321, “Procurement,” requires the Recipient, Sub-Recipient, and Prime Contractor to take all necessary affirmative steps to assure that minority-owned and women-owned businesses are afforded contracting opportunities. **This policy applies to all contracts, subcontracts and procurements for services (including engineering and legal), supplies, equipment, and construction.** The goal of this policy is to make MBE/WBE firms aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. To achieve this goal, the affirmative steps, otherwise known as “six good faith efforts,” that must be followed are:

1. Include qualified small and minority businesses and women’s business enterprises on solicitation lists;
2. Ensure that small and minority and women’s businesses are solicited whenever they are potential sources of products or services to be bid;
3. Divide total requirements, when economically feasible, into small tasks or quantities to permit maximum participation by small and minority and women’s businesses (i.e. provide alternative bidding scenarios);
4. Establish delivery schedules to encourage participation by small and minority and women

businesses (i.e. timing and flexibility);

5. Use the services and assistance of the Small Business Administration, and the Minority Business Development Agency, U.S. Department of Commerce;
6. Require the Prime Contractor to take affirmative steps as outlined in items one through five above to subcontract with small and minority and women's businesses, if they award subcontracts.

“Good Faith” Effort Compliance Documentation

The Recipient, Sub-Recipient, and Prime Contractors must provide documentation to support a “good faith” effort in the solicitation of MBE and WBE firms only. A Prime Contractor is a business concern that enters into written agreements directly with the Recipient which includes agreements to provide services (including engineering and legal), supplies, equipment and construction. The submission of documentation to support a “good faith” effort in the solicitation of Small Business Enterprise is not required; however, the Recipient and Prime Contractor must maintain this documentation in their files for possible future reference. Documentation may include the following:

1. Copies of announcements/postings in newspapers or other media for specific contracting/subcontracting opportunities. Include language in announcements/postings that MBE/WBE firms are encouraged to bid.
2. Copies of announcements/postings of contracting/subcontracting opportunities in trade publications or minority media that target MBE and/or WBE firms.
3. Documentation of sources used to identify potential MBE/WBE firms.
4. Documentation of contacts with MBE/WBE firms, including the firm name, address, telephone number dates of phone calls, letters and the contract results.
5. Copies of direct solicitation letters sent to all MBE/WBE firms.
6. Copies of the MBE/WBE certification documentation for ALL proposed prime and subcontractor MBE/WBE firms.
7. Documentation showing Prime Contractor has made the six good faith efforts to seek qualified MBE/WBE subcontracts - to the extent they use subcontractors.

Searches should be done of potentially qualified MBW/WBE businesses. From these lists, identify those businesses in your area to directly solicit. Solicit businesses that you would reasonably expect to respond and submit a quote. To ensure the Recipient is given credit for good-faith outreach efforts, the Recipient should document the searches executed and the results of the searches, describe criteria used to determine who on the list(s) to directly solicit

(probably area code or distance) and describe any other resources used to seek qualified MBE/WBE firms to solicit. The Recipient must pass the outreach guidance to Prime Contractors because they are likewise required to make good faith outreach efforts when searching of MBE/WBE subcontractors. Prime Contractors are also required to document their outreach efforts just as project owners are.