



**ANDERSON COUNTY
REQUEST FOR PROPOSALS**

PROPOSAL OPENING DATE AND TIME: MARCH 5, 2012, 10:00 A.M. Project # CS0652

HIGH EFFICIENCY AIR CONDITION UNITS

**Funded by Energy Efficiency and Conservation Block Grant awarded by the Texas
Comptroller of Public Accounts**

Sealed Proposals in single copy unless otherwise stated, subject to Terms and Conditions of this Request For Proposal and other contract provisions, will be received at the Anderson County Auditor's Office, 703 N. Mallard St. Suite 110, Palestine, Texas 75801 until 10:00 A.M. **Central Time March 5, 2012.**

PROPOSALS MUST BE RETURNED BY DATE/TIME SHOWN ABOVE IN A SEALED ENVELOPE CLEARLY LABELED WITH THE NAME AND ADDRESS OF PROPOSER, PROJECT NO. AND PROPOSAL OPENING DATE AND TIME ON THE OUTSIDE OF THE ENVELOPE. PROPOSER MUST RETURN THIS COVER SHEET AND THE PROPOSAL RESPONSE FORM ATTACHED.

Any Proposal received later than the specified time, whether delivered in person or mailed, will be Returned unopened.

Any questions pertaining to the Proposal should be directed in writing to Angel Cook or e-mailed to acook@co.anderson.tx.us, no Proposal will be accepted unless in a sealed envelope.

Check if declining to Proposal. State reason:

The undersigned by his/her signature represents that he/she is authorized to bind the Proposer to fully comply with the terms and conditions of the attached Request For Proposal, Specifications, and Special Provisions, as well as any and all addenda, for the amount(s) shown on the accompanying Proposal sheets(s). By signing below, you have read the entire document and agreed to the terms therein. **FAILURE TO SIGN WILL DISQUALIFY PROPOSAL.**

Name and Address of Proposer:

(Authorized Signature and date)

(Name of authorized representative)

(Zip)

(Title)

(Federal I. D. Number)

(Telephone)

(Email Address)

STANDARD TERMS AND CONDITIONS

PLEASE READ CAREFULLY

Standard Terms and Conditions apply to all advertised Request for Proposal; however, these may be superseded, whole or in part, by the SPECIAL TERMS AND CONDITIONS/INSTRUCTION OR OTHER DATA CONTAINED HEREIN.

All Proposals shall be binding upon the respondent if accepted by the County within ninety (60) days of the Proposal opening.

Proposals are solicited for furnishing merchandise, supplies, services and or equipment set forth in this document. **By returning this Proposal with price(s) quoted, vendors certify and agree to the following:**

PROPOSING REQUIREMENTS: Proposers must comply with all statutes, rules, regulations and policies relating to purchasing at Anderson County in addition to the requirements of this form. The **signed cover sheet** and the **Proposal response form**, must be received by the Anderson County Auditor's Office on or before the hour and date specified. Late and/or unsigned Proposals will not be considered under any circumstances. Proposals cannot be altered or amended after due date and time.

PROPOSER CERTIFICATION: The Proposer agrees that submission of a signed Proposal is certification that the Proposer will accept an award made to it as a result of the submission.

PROPOSER AFFIRMATION: Signing this Proposal with a false statement is a material breach and shall void the submitted Proposal or any resulting contract(s), and the Proposer shall be removed from all Proposal lists. By signature, the Proposer certifies that the Proposer has not (i) given, offered to give, nor does it intend to give any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to any Anderson County Elected Official or employee in connection with the submitted Proposal; (ii) received compensation for participation in the preparation of this Request for Proposals or its specifications; and (iii) violated the antitrust laws of this state or the Federal Antitrust Laws or communicated directly or indirectly to any competitor or any other person engaged in such line of business in connection with this Request for Proposals.

ACKNOWLEDGEMENT OF AMENDMENTS: Proposers shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the Proposal, by identifying the amendment number and date in the space provided for this purpose, or by letter. The acknowledgment must be received by Anderson County by the time and at the place specified for receipt of Proposals.

ADDITIONAL INFORMATION: Questions regarding this solicitation must be in writing to Angel Cook at the above e-mail address. Proposers are cautioned that any statement by said contact that materially changes any portion of the solicitation document shall not be relied upon unless subsequently ratified by formal written amendment to the solicitation document.

PROPOSAL PRICES: Proposers must price per unit shown. Unit prices shall govern in the event of extension errors. Proposal prices shall be firm for Anderson County acceptance for ninety (90) days from due date and withdrawals are not permitted. The price for the goods shall be no higher than the lowest price charged to the Seller's customers who take delivery in substantially similar amounts under similar conditions during the same period of time. If before delivery of the goods, Seller offers to sell such goods to such customers at a price(s) lower than specified on this Proposal, Seller shall reduce the price charged to Anderson County to reflect such lower prices(s).

SPECIFICATION: Catalog, brand names or manufacturer's references are descriptive only, and indicate type and quality desired. Proposals on brands of like nature and quality will be considered unless expressly stated otherwise. If Proposing on other than references, Proposer must show manufacturer, brand or trade

name and other description of goods offered. Manufacturer's standard warranty shall apply unless otherwise stated in the Request for Proposals.

DELIVERY AND FREIGHT CHARGES: All delivery and freight charges are to be included, on the basis of deliveries being **FOB destination**. Deliveries are to be made per Auditor's Office instructions. Shipments sent C.O.D. without Anderson County's consent may not be accepted and will be at Seller's risk.

PACKAGING: The risk of loss or damage in transit shall be upon the Seller. Upon receipt of written instruction from Anderson County, Seller will promptly replace any goods damaged in transit and make good any defects in the goods, which Anderson County may discover within a reasonable time without prejudice to such further or other remedies, which may be sought by Anderson County at law, or in equity. Seller must enter with the carrier and prosecute all claims for damage or loss in shipment.

INSPECTION: Acceptance of the goods is subject to Anderson County inspection and approval. Such inspection and approval may be made within 10 days after the date of delivery. Notwithstanding the preceding sentence, Anderson County shall have reasonable time within which to reject goods with defects not noticeable by visual inspection, after discovery thereof. All goods failing to meet Anderson County inspection and specification may be accepted by Anderson County with an equitable adjustment in price, sold for the account of Seller or be held or returned at Seller's risk and expense, at Anderson County's option, all without prejudice to Anderson County other remedies at law or in equity. The cost of rework, inspection, transportation, repackaging, and re-inspection shall be at Seller's expense.

WARRANTY: In addition to warranties implied by law, Seller warrants that the goods will be new, unused and of current production; merchantable; free from defects in design, material, fabrication and workmanship; in conformity with applicable specifications or samples; will be delivered free of any security interest or other encumbrance, and will be free of any claim of infringement and fit for their intended use; and that Anderson County will acquire good and marketable title to the goods. Seller warrants that services of any nature furnished will be rendered competently by qualified personnel and in accordance with the highest applicable standards. These warranties will survive acceptance and payment. All warranties will run to Anderson County and its customers.

QUANTITIES: Quantities indicated in the Proposal are estimates based upon the best available information. The County reserves the right to increase or decrease the quantities by any amount deemed necessary to meet its needs without any adjustment in the Proposal price.

AWARD: Anderson County reserves the right to award this contract on the basis of **BEST VALUE** in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offeror, to reject any or all Proposals. In the event the lowest dollar offeror meeting specifications is not awarded a contract, the offeror may appear before the Commissioners Court and present evidence concerning his responsibility after officially notifying the County Auditor of his intent to appear. In determining **BEST VALUE** the following is taken into consideration: price, life cycle costs, quality, installation, delivery, training and past performance. Cash discounts are not considered in Proposal award.

CONTRACT AWARD: A response to this Request for Proposals is an offer to sell based upon the terms, conditions and specifications contained herein. Proposals do not become contracts until they are accepted through issuance of a written Purchase Order or Contract by Anderson County Commissioners Court. This Proposal along with worksheets, submitted documents when properly accepted and awarded by Anderson County Commissioners' Court, shall constitute a contract equally binding between the successful Proposer and Anderson County. No different or additional terms will become a part of this contract with the exception of a Change Order.

MULTIPLE PROPOSAL AWARD: At the discretion of the Commissioners' Court, Proposals may or may not be awarded to Multiple Vendors. Anderson County reserves the right to con-currently award this Proposal to the Second Lowest Proposer. The Second Lowest Proposer may provide services requested by Anderson County in the event that the Low Proposer experiences circumstances, which prevent the Low Proposer from providing the service requirement within the time frame, set forth by the County.

PROPOSER RESPONSIBILITY: The Contractor shall obtain from the appropriate City, County, or State of Texas the necessary permit(s), if any, required by the ordinances of the City, County or State for the performance of the work.

MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE OFFERERS: An Offeror must affirmatively demonstrate their responsibility. An offeror must meet the following requirements:

1. have adequate financial resources, or the ability to obtain such resources as required;
2. be able to comply with the required or proposed delivery schedule;
3. have a satisfactory record of performance;
4. have a satisfactory record of integrity and ethics;
5. be otherwise qualified and eligible to receive an award.

PROTESTS: A supplier who disagrees with an action taken by the Anderson County Auditor shall submit a written protest stating the basis for its position. The Anderson County Auditor may meet with the supplier and in any case shall provide a prompt written response to the supplier's protest. If the supplier requests further review of the action of the Anderson County Auditor, such review shall be promptly conducted by Counsel for Anderson County.

TIE PROPOSALS: Award will be made by drawing of lots. Consistent and continued tie Proposals could cause rejection of Proposals by Anderson County and/or investigation for antitrust violations.

ALTERNATE PROPOSALS: Proposers offering alternatives other than those permitted by the specifications or statement of work may submit a separate envelope clearly marked "Alternate Proposal". Alternative Proposals will be deemed non responsive and will not be considered for award. All such responses, however, will be examined prior to award. Such examination may result in cancellation of all Proposals received to permit rewriting the specifications or statement of work to include the alternative, or the alternative may be considered for future requirements of Anderson County.

FORCE MAJEURE: No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of terrorism, or other cause of similar or dissimilar nature beyond its control.

FAILURE TO ENFORCE: Failure by Anderson County at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of Anderson County to enforce any provision at any time in accordance with its terms.

PURCHASE ORDER REQUIREMENT: Purchases of Anderson County are authorized only if a signed purchase order is issued in **advance** of the transaction, showing that the ordering department has sufficient funds available to pay for the order. Contractors providing goods or services **without a signed purchase order** do so at their own **risk**. Anderson County shall not be liable for payment for any goods or services provided under the contract unless a valid purchase order has been issued to the contractor.

SALES TAX: Anderson County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Anderson County claims exemption from all sales and/or use taxes under Texas Tax Code 151.309, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Anderson County Auditor.

ORAL STATEMENTS: Anderson County will not be bound by any oral statement or representation in connection with the solicitation or resulting contract(s). Any changes will be in written form and issued by the Anderson County Auditor's Office.

INDEMNITY: Seller shall indemnify and hold Anderson County, its officers and employees harmless from all claims for personal injury, death and/or property damage resulting directly or indirectly for contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this Proposal, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under the terms of this Proposal. Certification of such coverage must be provided to the County before beginning any work.

REMEDIES: If Seller breaches any term of a contract, Anderson County shall have all the rights available in law and equity, including the right to: (i) rescind or cancel this order for goods or services or any part thereof, and to retain any delivered goods, and to retain from any money otherwise due for goods previously delivered an amount which Anderson County determines is adequate to cover all damages from Seller's breach; (ii) purchase substitute goods and charge Seller with any loss incurred thereby; (iii) reject any nonconforming tender, and/or store and/or return such goods to Seller at Seller's risk and expense; and (iv) assert any claim for damages, including manufacturing cost, and incidental, consequential or special damages incurred by Anderson County. The foregoing rights are in addition to any other remedies provided herein or provided by law or in equity. Such remedies to be cumulative and not alternative.

ASSIGNMENT: Without the prior written consent of Anderson County, Seller's right and obligations hereunder may not be assigned or delegated in whole or in part. Any purported assignment or delegation made without such written permission shall be wholly null and void, and Anderson County may treat such act as a breach hereof. Anderson County may assign or delegate all or any part of its right and duties hereunder.

CHANGE OF OWNERSHIP: If ownership of your firm should change during the term of the contract, Anderson County must be notified in writing within ten (10) days and a new declaration of relationships (Conflict of Interest form) submitted to Anderson County Auditor's Office. Failure by the vendor to provide written notification of change of ownership may result in cancellation of the contract.

CANCELLATION: Upon thirty (30) days written notice to Seller, Anderson County may cancel an Order, in whole or in part, without any obligation and/or liability to either party. This contract shall remain in effect until contract expires, delivery/completion and acceptance of goods or services ordered or terminated by either party with a thirty (30) days written notice prior to any cancellation. The successful Proposer must state therein the reasons for such cancellation. Anderson County reserves the right to award cancelled contract to next lowest and best Proposer as it deems to be in the best interest of the County.

APPLICABLE LAWS: Seller must comply with all local, state and federal laws and regulations affecting the price production, sale or delivery of the materials or services this order without limitation, the Fair Labor Standards Act of 1938, as amended (29 U.S.C. SS2000 ET. Seq.) Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. SS2000E ET. Seq.), and all applicable state and federal affirmative action and non-discrimination requirements. If Seller breaches its obligations in this Section, the Order may be terminated forthwith without notice and without any liability whatsoever on Anderson County. The goods may be returned or held for the account of seller, all at Seller's risk and expense.

GOVERNING LAW: This solicitation and any resulting contract(s) shall be construed in accordance with the laws of the State of Texas. Any action regarding a dispute arising out of any agreement shall be brought in the federal or state courts within Anderson County and the parties consent to the exclusive personal jurisdiction of such courts in the event of a dispute.

AUTHORIZED PERSONNEL: County employees, other than those designated by the Anderson County Commissioners' Court are not authorized to sign any kind of supplemental or binding purchase, lease or rental agreement for goods or services for Anderson County.

INTEGRATION: This contract contains the entire agreement of the parties with respect to the matters covered by its terms. No other agreement, statement, or promise made by any party, or to any employee, office, or agent of any party that is not contained in this contract shall not be of any force or effect.

SEVERABILITY: If any term or provision of this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

EXCEPTION/SUBSTITUTIONS: All Proposals meeting the intent of this Request For Proposal will be considered for award. Proposers taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the Proposal. The absence of such a list shall indicate that the Proposer has not taken exceptions and shall hold the Proposer responsible to perform in strict accordance with the specifications of the invitation. Anderson County Commissioners Court reserves the right to accept any and/or all/none of the exception(s)/substitution(s) deemed to be in the best interest of the County.

SCANNED OR RE-TYPED RESPONSE: If in its response, offeror either electronically scans, re-types, or in some way reproduces the County's published RFP package, then in the event of any conflict between the terms and provisions of the County's published RFP, or any portion thereof, and the terms and provisions of the response made by offeror, the County's RFP as **published** shall control. Furthermore, if an alteration of any kind to the County's published RFP is only discovered after the contract is executed and is or is not being performed; the contract is subject to immediate cancellation.

SUSPENSION, DEBARMENT, AND TERRORISM: Vendor certifies that the vendor and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any Federal, State or Local Governmental Entity and that Vendor is in compliance with the State of Texas Statutes and Rules relating to Procurement and that Vendor is not listed on the Federal Government's Terrorism Watch list as described in Executive order 13224.

Anderson County reserves the right to accept or reject all or any part of any Proposal and make award that best serves the interests of Anderson County.

Any responses, worksheets and/or submitted documents to this RFP becomes the property of Anderson County unless withdrawn before the due date and time of this Proposal.

If there is a conflict between federal, state and local laws regarding procurement, the more stringent law will apply.

SPECIAL TERMS AND CONDITIONS

Award criteria:

Anderson County will award the Proposal for the items that will serve the County's best interest; therefore, the following criteria will be used when evaluating Proposals:

1. quality of product
2. adherence to specifications as stated in this Request for Proposal
3. vendors ability to furnish unit(s) in a timely manner
4. price

Contractors must, upon the request of Anderson County, furnish satisfactory evidence of their ability to furnish products or services, in accordance with the terms and conditions of these specifications.

INSURANCE REQUIREMENTS: The Seller shall provide Anderson County prior to the start of any contract for goods and/or services with a certificate of insurance and agrees to maintain at the Seller's expense such insurance with companies qualified to do business in Texas.

Types and Minimum limits of Insurance

- a. Worker's Compensation Insurance as required by the **STATE OF TEXAS - STATUTORY.**
- b. Employer's Liability Insurance with a limit of not less than **\$500,00.00**
- c. Comprehensive General Liability with limits of **\$1,000,000.00** per occurrence/aggregate, including product and completed operations coverage.
- d. Auto liability limits **\$1,000,000.00.**
- e. Deductible shall be **\$5,000** or less on each of the above listed coverage

Anderson County shall be named as an **Additional Insured** and held harmless as respects to the service or work performed.

PAYMENT: Seller shall send an original copy of invoices on date of shipment. Invoices must clearly indicate the **Purchase Order number**. Payment shall be made by Anderson County in thirty (30) days from the day the invoice was received in the County Auditor's Office or delivery date whichever is later. Invoices shall be submitted in such detail and with such supporting documentation as may reasonably be required by Anderson County. Acceptance by Seller of final payment shall be deemed a release of Anderson County for all claims and liabilities of Anderson County to Seller. No payment, however, final or otherwise, shall operate to release Seller from any obligation arising under the Order.

COMPLETION DATE: Project must be completed by May 31, 2012.

FAILURE TO COMPLY WITH LAWFUL REQUIREMENTS OR ADEQUATE LIABILITY REQUIREMENTS MAY RESULT IN DELAY OF PAYMENTS AND/OR CANCELLATION OF THE CONTRACT.

SPECIAL REQUIREMENTS

Anderson County has been awarded funds for Energy Efficiency and Conservation Block Grant from the State of Texas which requires specific reporting requirements. As such, interested contractors are advised that payment for this project will require awarded contractor to comply with the stipulations of the grant award regarding, Davis-Bacon and related acts, National Environmental Policy Act (NEPA), and the Buy American Act.

GRANT FUNDING

Any contract entered into by the County that is to be paid from grant funds shall be limited to payment from the grant funding and the vendor/provider understands that the County has not set aside any County funds for the payment of obligations under a grant contract. If grant funding should become unavailable at any time for the continuation of services paid by the grant, and further funding cannot be obtained for the contract, then *the sole recourse of the provider shall be to terminate any further services under the contract and the contract shall be null and void.*

Retention and Accessibility of Records

- A. **Retention of Records.** The Awarded Vendor shall maintain fiscal records and supporting documentation for all expenditures. The Awarded Vendor shall retain these records and any supporting documentation for the greater of three (3) years from the completion of this contract and provide Anderson County with copies of all records, weekly payroll, monthly progress report and supporting documentation for all expenditures.
- B. **Access to Records.** The Awarded Vendor shall give the United States Department of Energy, the Inspector General, the General Accounting Office, the Auditor of the State of Texas, CPA, Anderson County Auditor, or any of their duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers, things or property belonging to or in use by the Awarded Vendor pertaining to this Contract including records concerning the past use of federal funds. Such rights to access shall continue as long as the records are retained by the Awarded Vendor.
- C. **Posters.** Awarded Vendor shall post Department of Labor's Davis-Bacon Posters, WH-1321, at all applicable worksites. Posters will be provided by Anderson County.
- D. **Payroll Forms.** Awarded Vendor shall submit Department of Labor Payroll Form, WH347, for all personnel involved in the project: including but not limited to foremen, employed and contract laborers, administrative persons, and supervisors.
- E. **Affidavit.** Awarded Vendor shall execute "Exhibit F – ARRA Sub recipient's Contractor's Affidavit."

Anderson County will provide all necessary forms required for the project.

Conflict of Interest

Financial Interest Prohibited. Signing this Proposal with a false statement is a material breach and shall void the submitted Proposal or any resulting contract(s), and the Proposer shall be removed from all Proposal lists. By signature, the Proposer certifies that the Proposer has not (i) given, offered to give, nor does it intend to give any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to any Anderson County Elected Official or employee in connection with the submitted Proposal; (ii) received compensation for participation in the preparation of this Request for Proposals or its specifications; and (iii) violated the antitrust laws of this state or the Federal Antitrust Laws or communicated directly or indirectly to any competitor or any other person engaged in such line of business in connection with this Request for Proposals.

Buy American

Awarded Vendor should make every effort to buy American products and materials for use in providing the services authorized herein when such products and materials are available. Awarded Vendor shall execute "Certification of "Buy American" Procurement form.

All questions regarding these requirements must be e-mailed to me at acook@co.anderson.tx.us and will be answered as quickly as possible through addendum to all interested parties.

SPECIFICATIONS

This Request for Proposal is for the purchase and installation of High Energy Efficient Air Condition Units.

These units must be Lennox Units or equivalent quality. If equivalent quality, units must be in compliance with the Buy American Provision of the American Recovery and Reinvestment Act of 2009.

There are 3 locations and different sizes of units needed; the locations are the Anderson County Courthouse, Anderson County Jail, and Juvenile Building.

All units will be using 410A Freon.

COURTHOUSE LOCATED AT 500 N. CHURCH ST. PALESTINE, TX

1 – 25 ton unit – 11 SEER

1 – 7.5 ton unit – 11 SEER

3 – 5 ton units – 15.5 SEER

1 – 4 ton units – 15.7 SEER

1 – 3 ton unit – 16 SEER

JAIL LOCATED AT 1201 E LACEY, PALESTINE, TX

1 – 20 ton unit – 11 SEER

1 – 12.5 ton unit – 11 SEER

1 – 7.5 ton unit – 13 SEER

2 – 4 ton units – 13 SEER

2 – 3 ton units – 13 SEER

JUVENILE BUILDING LOCATED AT 1120 E CRAWFORD ST, PALESTINE, TX

2 – 5 ton units – 15.5 SEER

3 – 4 ton units – 15.7 SEER

1 – 3 ton unit – 16 SEER

PROPOSAL RESPONSE

Unit price must include furnishing all the equipment, labor, materials, supervision and services required to complete the entire work including clean up and removal of old units after project is complete. Please note that several of the units are located on rooftops of the buildings including the roof of the courthouse. Inspection of the locations can be arranged through the County Judge's office or through the County Auditor's office.

PRICE PER UNIT LISTED

COURTHOUSE:

1. 1 – 25 ton unit – 11 SEER \$ _____ each

Description of units being offered _____

2. 1 – 7.5 ton unit – 11 SEER \$ _____ each

Description of units being offered _____

3. 3 – 5 ton units – 15.5 SEER \$ _____ each

Description of units being offered _____

4. 1 – 4 ton unit – 15.7 SEER \$ _____ each

Description of units being offered _____

5. 1 – 3 ton unit – 16 SEER \$ _____ each

Description of units being offered _____

JAIL:

6. 1 – 20 ton unit – 11 SEER \$ _____ each

Description of units being offered _____

7. 1 – 12.5 ton units – 11 SEER \$ _____ each

Description of units being offered _____

8. 1 – 7.5 ton unit – 13 SEER \$ _____ each

Description of units being offered _____

9. 2 – 4 ton units – 13 SEER \$ _____ each

Description of units being offered _____

10. 2 – 3 ton units – 13 SEER \$ _____ each

Description of units being offered _____

JUVENILE BUILDING

11. 2 - 5 ton units - 15.5 SEER \$ _____ each

Description of units being offered _____

12. 3 - 4 ton units - 15.7 SEER \$ _____ each

Description of units being offered _____

13. 1 - 3 ton unit - 16 SEER \$ _____ each

Description of units being offered _____

Warranty: _____

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

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Signature of person doing business with the governmental entity

Date

Adopted 06/29/2007



Certification of "Buy American" Procurement

Contract Number _____

Project Name _____

I do hereby certify as to the following:

1. Identification of American-made Iron, Steel, and Manufactured Goods: Consistent with the terms of the Owner's bid solicitation and the provisions of ARRA Section 1605 and OMB regulations, Code of Federal Regulations, Volume 2, Part 176, the Bidder/Vendor certifies that this bid/procurement reflects the Bidder/Vendor's best, good faith effort to identify domestic sources of Iron, Steel, and Manufactured goods for every component contained in the bid solicitation/procurement where such American-made components are available on the schedule of values and consistent with the deadlines prescribed in or required by the bid solicitation/procurement.
2. Verification of U.S. Production: The Bidder/Vendor certifies that all components contained in the bid solicitation/procurement that are American –made have been so identified, and if this bid/procurement is accepted, the Bidder/Vendor agrees that it will provide reasonable, sufficient, and timely verification to the Owner of the U.S. production of each component so identified.
3. Documentation Regarding Non-American made Iron, Steel, or Manufactured Goods: The Bidder/Vendor certifies that for any component or components that are not American-made and are so identified in this bid/procurement, the Bidder/Vendor has included in or attached to this bid/procurement one or both of the following, as applicable:
 - a. Identification of and citation to a categorical waiver published by the U.S. Department of Energy in the Federal Register that is applicable to such component or components, and an analysis that supports its applicability to the component or components.
 - b. Verifiable documentation sufficient to the Owner, as required in the bid solicitation or otherwise, that the Bidder/Vendor has sought to secure American-made components but has determined that such components are not available on the schedule and consistent with the deadlines prescribed in the bid solicitation/procurement.
4. Information and Detailed Justification Regarding Non-American made Iron, Steel, or Manufactured Goods: The Bidder/Vendor certifies that for any such component or components that are not so available, the Bidder/Vendor has also provided in or attached to this bid/procurement information, including but not limited to the verifiable documentation



and a full description of the bidder/vendor's efforts to secure any such American-made component or components, that the Bidder/Vendor believes is sufficient to provide and as far as possible constitutes the detailed justification required for a waiver under section 1605 with respect to such component or components. The Bidder/Vendor further agrees that, if this bid/procurement is accepted, it will assist the Owner in amending, supplementing, or further supporting such information as required by the Owner to request and, as applicable, implement the terms of a waiver with respect to any such component or components.

Contractor Name (printed or typed)

Name of Authorized Official (printed or typed)

Title (printed or typed)

Signature of Authorized Official

Date

* Sub-recipients may use the following certification to be included in the bid packet and returned by prospective bidders with their bids.

** Please maintain this form on file.

AMERICAN RECOVERY & REINVESTMENT ACT – RECIPIENT AFFIDAVIT

I, _____, an authorized representative of _____, a [person, sole proprietorship, partnership, corporation, limited liability company, nonprofit organization, governmental entity, political subdivision, or other entity] (circle one) that is receiving American Recovery and Reinvestment Act of 2009 (ARRA or the Act) funding, hereby swear and affirm that, to the best of my knowledge, internal controls, processes and procedures have been designed and implemented to help ensure that the recipient and its use of these funds complies with the following: applicable state law; federal law, including federal reporting requirements under Section 1512 of the Act, if applicable; rules; regulations; and other relevant guidance.

I further swear and affirm that all of the statements made and information provided herein, including statements made and information provided in any attachments are true, complete, and correct, to the best of my knowledge.

I understand that I am receiving ARRA funding from _____, a [state agency, institution of higher education, governmental entity, political subdivision, or other entity] (circle one).

I understand that non-compliance with reporting requirements could be treated as a violation of the award agreement resulting in the withholding of funds, debarment, or award termination or suspension, as appropriate.

I understand that it is a federal crime under 18 U.S.C. Section 1001 to, in any matter within the jurisdiction of the executive branch of the U.S. Government, knowingly and willfully make any materially false, fictitious, or fraudulent statement or representation, or to make or use any false writing or document knowing that it contains the same.

I understand that presenting a false or fraudulent claim, in whole or in part, or causing same, may subject me to civil penalties as provided for in 31 U.S.C. Section 3729.

I understand that it is a felony offense under Section 37.10, Texas Penal Code, to knowingly make a false entry in, or false alteration of, a governmental record, or to make, present, or use a governmental record with knowledge of its falsity, when the actor has the intent to harm or defraud another.

I understand that the offense of perjury, under Section 37.02, Texas Penal Code, is committed when a person, with intent to deceive and with knowledge of the statement's meaning, makes a false statement under oath or swears to the truth of a false statement previously made and the statement is required or authorized by law to be made under oath.

I understand my obligation to track all ARRA funds and that ARRA funds cannot be comingled with Non-ARRA funds. I also understand my obligation to immediately report any known or suspected waste, fraud, and abuse of funds received under the Act to the United States Government Accountability Office at (800) 424-5454 and the Texas State Auditor's Office at (800) 892-8348.

I further understand that I will require all sub-recipients with whom I contract using funds made available under the Act to sign a similar affidavit swearing to all of the above.

I hereby swear and affirm that I have read the entire affidavit, and I understand its contents.

Recipient Name

Sworn and subscribed before me by the said

Affiant Signature

(Printed Name of Recipient's Authorized Representative)

Full Name

this ___ day of _____, 20__.

Title

Notary Public, State of Texas

Notary's printed name: _____

My commission expires: _____

Date

(Seal)

AMERICAN RECOVERY & REINVESTMENT ACT – SUBCONTRACTOR AFFIDAVIT

This Affidavit must be signed and sworn (notarized)

I, _____, an authorized representative of _____, a [person, sole proprietorship, partnership, corporation, limited liability company, nonprofit organization, governmental entity, political subdivision, or other entity] (circle one) that is receiving ARRA funding, hereby swear and affirm that, to the best of my knowledge, internal controls, processes and procedures have been designed and implemented to help ensure that the Subrecipient Subcontractor and its use of these funds complies with the following: applicable state law; federal law, including federal reporting requirements under Section 1512 of the Act, if applicable; rules; regulations; and other relevant guidance.

I further swear and affirm that all of the statements made and information provided herein, including statements made and information provided in any exhibits are true, complete, and correct, to the best of my knowledge.

I understand that I am receiving ARRA funding from a governmental entity [city or county] through CPA, a Texas state agency. I understand that non-compliance with reporting requirements could be treated as a violation of the award agreement resulting in the withholding of funds, debarment, or award termination or suspension, as appropriate.

I understand that it is a federal crime under 18 U.S.C. Section 1001 to, in any matter within the jurisdiction of the executive branch of the U.S. Government, knowingly and willfully make any materially false, fictitious, or fraudulent statement or representation, or to make or use any false writing or document knowing that it contains the same.

I understand that presenting a false or fraudulent claim, in whole or in part, or causing same, may subject me to civil penalties as provided for in 31 U.S.C. Section 3729.

I understand that it is a felony offense under Section 37.10, Texas Penal Code, to knowingly make a false entry in, or false alteration of, a governmental record, or to make, present, or use a governmental record with knowledge of its falsity, when the actor has the intent to harm or defraud another.

I understand that the offense of perjury, under Section 37.02, Texas Penal Code, is committed when a person, with intent to deceive and with knowledge of the statement's meaning, makes a false statement under oath or swears to the truth of a false statement previously made and the statement is required or authorized by law to be made under oath.

I understand my obligation to track all ARRA funds and that ARRA funds cannot be comingled with Non-ARRA funds. I also understand my obligation to immediately report any known or suspected waste, fraud, and abuse of funds received under the Act to the United States Government Accountability Office at (800) 424-5454 and the Texas State Auditor's Office at (800) 892-8348.

I further understand that I will require all subcontractors with whom I contract using funds made available under the Act to sign a similar affidavit swearing to all of the above.

I hereby swear and affirm that I have read the entire affidavit, and I understand its contents.

Recipient Name

Sworn and Subscribed before me by the said

Affiant Signature

(Printed Name of Recipient's Authorized Representative)

Full Name

this _____ day of _____, 20_____.

Title

Notary Public, State of Texas

Notary's printed name: _____

Date

My commission expires: _____

(Seal)

**REQUEST FOR AUTHORIZATION OF
ADDITIONAL CLASSIFICATION AND RATE**

CHECK APPROPRIATE BOX
 SERVICE CONTRACT
 CONSTRUCTION CONTRACT

OMB Number: **9000-0089**
 Expiration Date: **7/31/2014**

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVP), Office of Acquisition Policy, GSA, Washington, DC 20405; and to the Office of Management and Budget, Paperwork Reduction Project (9000-0089), Washington, DC 20503.

INSTRUCTIONS: THE CONTRACTOR SHALL COMPLETE ITEMS 3 THROUGH 16, KEEP A PENDING COPY, AND SUBMIT THE REQUEST, IN QUADRUPLICATE, TO THE CONTRACTING OFFICER.

1. TO: ADMINISTRATOR, Employment Standards Administration WAGE AND HOUR DIVISION U.S. DEPARTMENT OF LABOR WASHINGTON, D.C. 20210	2. FROM: (REPORTING OFFICE)
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3. CONTRACTOR	4. DATE OF REQUEST
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5. CONTRACT NUMBER	6. DATE BID OPENED (SEALED BIDDING)	7. DATE OF AWARD	8. DATE CONTRACT WORK STARTED	9. DATE OPTION EXERCISED (If APPLICABLE) (SCA ONLY)
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10. SUBCONTRACTOR (IF ANY)

11. PROJECT AND DESCRIPTION OF WORK (ATTACH ADDITIONAL SHEET IF NEEDED)

12. LOCATION (CITY, COUNTY AND STATE)

13. IN ORDER TO COMPLETE THE WORK PROVIDED FOR UNDER THE ABOVE CONTRACT, IT IS NECESSARY TO ESTABLISH THE FOLLOWING RATE(S) FOR THE INDICATED CLASSIFICATION(S) NOT INCLUDED IN THE DEPARTMENT OF LABOR DETERMINATION

NUMBER: _____ DATED: _____

a. LIST IN ORDER: PROPOSED CLASSIFICATION TITLE(S); JOB DESCRIPTION(S); DUTIES; AND RATIONALE FOR PROPOSED CLASSIFICATIONS (SCA ONLY) <i>(Use reverse or attach additional sheets, if necessary)</i>	b. WAGE RATE(S)	c. FRINGE BENEFITS PAYMENTS

14. SIGNATURE AND TITLE OF SUBCONTRACTOR REPRESENTATIVE (IF ANY)	15. SIGNATURE AND TITLE OF PRIME CONTRACTOR REPRESENTATIVE
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16. SIGNATURE OF EMPLOYEE OR REPRESENTATIVE	TITLE	CHECK APPROPRIATE BOX-REFERENCING BLOCK 13. <input type="checkbox"/> AGREE <input type="checkbox"/> DISAGREE
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TO BE COMPLETED BY CONTRACTING OFFICER (CHECK AS APPROPRIATE - SEE FAR 22.1019 (SCA) OR FAR 22.406-3 (DBA))

- THE INTERESTED PARTIES AGREE AND THE CONTRACTING OFFICER RECOMMENDS APPROVAL BY THE WAGE AND HOUR DIVISION. AVAILABLE INFORMATION AND RECOMMENDATIONS ARE ATTACHED.
- THE INTERESTED PARTIES CANNOT AGREE ON THE PROPOSED CLASSIFICATION AND WAGE RATE. A DETERMINATION OF THE QUESTION BY THE WAGE AND HOUR DIVISION IS THEREFORE REQUESTED. AVAILABLE INFORMATION AND RECOMMENDATIONS ARE ATTACHED.

(Send copies 1, 2, and 3 to Department of Labor)

SIGNATURE OF CONTRACTING OFFICER OR REPRESENTATIVE	TITLE AND COMMERCIAL TELEPHONE NO.	DATE SUBMITTED
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Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

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

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

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

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

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

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

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

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

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

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

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

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, 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 subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee 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 contract, 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 subparagraph (2) of this paragraph.

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

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

CONTRACTOR'S LOCAL OPPORTUNITY PLAN

(Name of company) agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within the County of Anderson.

- A. To ascertain from the Grant Recipient's SECO program official the exact boundaries of the project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
- B. To attempt to recruit from within the county the necessary number of lower income residents through: local advertising media, signs placed at the proposed site for the project, and community organizations and public institutions operating within and servicing the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U.S. Employment Service.
- C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- D. To insert this plan in all bid documents and to require all bidders on subcontracts to submit an affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.
- E. To insure that subcontracts (greater than \$10,000), which are typically let on a negotiated rather than a bid basis in areas other than the covered project area, are also let on a negotiated basis, whenever feasible, in a covered project area.
- F. To formally contact unions, subcontractors, and trade associations to secure their cooperation in this effort.
- G. To insure that all appropriate project area business concerns are notified of pending subcontractual opportunities.
- H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.
- I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this plan.
- J. To maintain records concerning the amount and number of contracts, subcontracts, and purchases which contribute to objectives.
- K. To maintain records of all projected work force needs for all phases of the project by occupation, trade, skill level, and number of positions and to update these projections based on the extent to which hiring meets these Local Opportunity objectives.

As officers and representatives of (name of company), we the undersigned have read and fully agree to this Plan, and become a party to the full implementation of the program and its provisions.

Signature

Title

Date

<u>PROPOSED CONTRACTS BREAKDOWN</u> Type of Contracts	No. of Contracts	Approx. Total Dollar Amount	Estimated No. to Local Business	Estimated \$ Amount Local Business