



**CITY OF SPRINGFIELD, MISSOURI
DIVISION OF PURCHASES
INVITATION FOR BID #075-2010**

THIS IS NOT AN ORDER

RETURN

TO: Mike Bell, Buyer
City of Springfield
Division of Purchases
218 E. Central
Springfield, MO 65802

Date Issued: January 14, 2010
Buyer's Email: mbell@springfieldmo.gov
Telephone Number: 417-864-1594
Fax Number: 417-864-1927
DUE DATE: January 27, 2010

SEALED BIDS MUST BE PHYSICALLY RECEIVED IN THE DIVISION OF PURCHASES PRIOR TO **3:00 P.M. ON WEDNESDAY, JANUARY 27, 2010**. Bids will be opened by the buyer at the location listed above.

- Bids shall be submitted on the forms provided and must be manually signed by the individual authorized to legally bind the company.
- Bids shall be submitted with the IFB number clearly indicated on the outside of the mailing envelope.
- Bids received after the opening date and time will be rejected.
- The attached Terms and Conditions shall become part of any purchase order resulting from this bid.
- **FAXED/EMAILED BIDS WILL NOT BE ACCEPTED.**

You are invited to submit your bid to furnish the materials and/or services described herein. Please submit your prices/fees net of all discounts.

DESCRIPTION

DIESEL OXIDATION CATALYST RETROFIT

See attached General Conditions, Specifications, and Bid Form for detailed information.

DELIVERY: F.O.B. DESTINATION

The articles to be furnished hereunder shall be delivered all transportation charges paid by the bidder to destination.

It is the intent of the City that this Invitation for Bid promotes competitive bidding. It shall be the Vendor's responsibility to advise the Division of Purchases if any language, requirements, etc. any combination thereof, inadvertently restricts or limits the requirements stated in this Invitation for Bid to a single source. Such notification must be submitted in writing and must be received by the Division of Purchases not later than three (3) days prior to the bid opening date.

**CITY OF SPRINGFIELD
INSTRUCTION TO BIDDERS**

01. Opening Location

The Bids will be opened at the City of Springfield, Division of Purchases, 218 E. Central, Springfield, MO 65802 in the presence of Purchasing officials at the due date and time indicated on the IFB. All bidders or their representatives are invited to attend the opening of the IFB.

02. IFB Delivery Requirements

Any Bids received after the above stated time and date will not be considered. It shall be the sole responsibility of the bidder to have their Bid delivered to the Division of Purchases for receipt on or before the due date and time indicated. If a Bid is sent by U.S. Mail, the bidder shall be responsible for its timely delivery to the Division of Purchases office. Bids delayed by mail shall not be considered, shall not be opened, and shall be rejected. Arrangements may be made for their return at the bidder's request and expense. Bids may be mailed to the Division of Purchases and accepted if the signed bid form and required information was mailed and received prior to the due date and time. Bids sent by email will not be accepted.

03. Sealed and Marked

If sent by mail, one original signed Bid shall be submitted in one sealed package, clearly marked on the outside of the package with the Invitation for Bid number and addressed to:

City of Springfield
Division of Purchases
218 E. Central
Springfield, MO 65802

04. Legal Name and Signature

Bids shall clearly indicate the legal name, address, and telephone number of the bidder (company, firm, corporation, partnership, or individual). Bids shall be manually signed above the printed name and title of signer on the Affidavit of Compliance page. The signer shall have the authority to bind the company to the submitted Bid. Failure to properly sign the Bid form shall invalidate same, and it shall not be considered for award.

05. Corrections

No erasures are permitted. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it. Corrections must be initialed by the person signing the Bid.

06. Clarification and Addenda

Each bidder shall examine all Invitation for Bid documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries or suggestions, concerning interpretation, clarification, or additional information pertaining to the Invitation for Bid shall be made through the Division of Purchases in writing or through email. The Division of Purchases shall not be responsible for oral interpretations given by any City employee, representative, or others. The issuance of written addenda is the official method whereby interpretation, clarification, or additional information can be given.

It shall be the responsibility of each bidder, prior to submitting their Bid, to contact the Division of Purchases at phone number 417-864-1620, or to check the Purchasing website to determine if addenda were issued and to make such addenda a part of their Bid at:

www.springfieldmo.gov/egov/finance/bid_center.html

07. IFB Expenses

All expenses for making Bids to the City are to be borne by the bidder.

08. Irrevocable Offer

Any Bid may be withdrawn up until the due date and time set for opening of the IFB. Any Bid not so withdrawn shall, upon opening, constitute an irrevocable offer for a minimum period of 90 days to sell to the City the goods or services set forth in the IFB, until one or more of the Bids have been duly accepted by the City.

09. Responsive and Responsible Bidder

To be responsive, a bidder shall submit a Bid which conforms in all material respects to the requirements set forth in the Invitation for Bid. To be a responsible bidder, the bidder shall have the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment and credit which will ensure good faith performance. The lowest responsible bidder shall mean the bidder who makes the lowest Bid to sell goods or services of a quality which conforms closest to the quality of goods or services set forth in the specifications or otherwise required by the City and who is known to be fit and capable to perform the Bid as made.

10. Reserved Rights

The City reserves the right to make such investigations as it deems necessary to make the determination of the bidder's responsiveness and responsibility. Such information may include, but shall not be limited to: current financial statement, verification of availability of equipment and personnel, and past performance records.

11. The Right to Audit

The bidder agrees to furnish supporting detail as may be required by the City to support charges or invoices, to make available for audit purposes all records covering charges pertinent to the purchase, and to make appropriate adjustments in the event discrepancies are found. The cost of any audit will be paid by the City. The City shall have the right to audit the bidder's records pertaining to the work/product for a period of three (3) years after final payment.

12. Applicable Law

All applicable laws and regulations of the State of Missouri and the City including the City Procurement Regulations and Procedures will apply to any resulting agreement, contract, or purchase order. Any involvement with the City Procurement shall be in accordance with the Procurement Regulations and Procedures.

13. Right to Protest

Appeals and remedies are provided for in the City Procurement Regulations. Protestors shall seek resolution of their complaints initially with the City Purchasing Agent.

Any protest shall state the basis upon which the solicitation or award is contested and shall be submitted within ten (10) calendar days after such aggrieved person knew or could have reasonably been expected to know of the facts giving rise thereto.

14. Ethical Standards

With respect to this IFB, if any bidder violates or is a party to a violation of the general ethical standards of the City Procurement Code or the State of Missouri Statutes, such bidder may be disqualified from furnishing the goods or services for which the Bid is submitted and shall be further disqualified from submitting any future Bids. A copy of the City's General Ethical Standards is available at the Division of Purchases.

15. Collusion

By offering a submission to this Invitation for Bid, the bidder certifies the bidder has not divulged, discussed, or compared the Bid with other bidders and has not colluded with any other bidder or parties to this IFB whatsoever. Also, the bidder certifies, and in the case of a joint Bid, each party thereto certifies as to their own organization, that in connection with this IFB:

- a. Any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other bidder or with any competitor.
- b. Any prices and/or cost data for this Bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the scheduled opening directly or indirectly to any other bidder or to any competitor.
- c. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.
- d. The only person or persons interested in this Bid, principal or principals are named therein and that no person other than therein mentioned has any interest in this Bid or in the contract to be entered into.
- e. No person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee exempting bona fide employees or established commercial agencies maintained by the Purchaser for the purpose of doing business.

16. Contract Forms

Any agreement, contract, or purchase order resulting from the acceptance of a Bid shall be on forms either supplied by or approved by the City.

17. Liability and Indemnity

- a. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract.
- b. The Contractor shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract thereunder (the Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor.
- c. The Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.

18. IFB Forms, Variances, Alternates

Bids must be submitted on attached City IFB forms, although additional information may be attached. Bidders must indicate any variances from the City requested specifications and/or terms and conditions, on the IFB Affidavit of Compliance. Otherwise, bidders must fully comply with the City requested specifications and terms and conditions. Alternate Bids may or may not be considered at the sole discretion of the City Purchasing Agent.

19. Bid Form

All blank spaces must be completed with the appropriate response. The bidder must state the price, written in ink, for what is proposed to complete each item of the project. Bidders shall insert the words "no bid" in the space provided for an item for which no Bid is made. The bidder shall submit an executed Bid form, affidavit of compliance with other requested documents.

20. Modifications or Withdrawal of Bid

A modification for a Bid already received will be considered only if the modification is received prior to the time announced for opening of Bids. All modifications shall be made in writing, executed, and submitted on the same form and manner as the original Bid. Modifications submitted by telephone, fax, or email will not be considered.

21. No Bid

If not submitting a Bid, respond by returning the "Statement of No Bid" no later than the stated Bid opening time and date, and explain the reason in the space provided.

22. Errors in Bids

Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting Bids; failure to do so will be at the bidder's own risk. Neither law nor regulations make allowance for errors either of omission or commission on the part of bidders. In case of error of extension of prices in the Bid, the unit price shall govern.

23. Prices Bid

Give both unit price and extended total. Price must be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the Bid, the unit price of the Bid will govern. All prices shall be F.O.B. destination, freight prepaid (unless otherwise stated in special conditions). Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items. If a bidder offers a discount on payment terms, the discount time will be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified. Payment terms shall be Net 30 if not otherwise specified. Pre-payment terms are not acceptable.

24. Discounts

Any and all discounts except cash discounts for prompt payments must be incorporated as a reduction in the Bid price and not shown separately. The price as shown on the Bid shall be the price used in determining award(s).

25. Descriptive Information

All equipment, materials, and articles incorporated in the product/work covered by this IFB are to be new and of suitable grade for the purpose intended. Brand or trade names referenced in specifications are for comparison purposes only. Bidders may submit Bids on items manufactured by other than the manufacturer specified when an "or equal" is stated.

26. Deviations to Specifications and Requirements

When bidding on an "or equal," Bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records. Failure of any bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific item(s) to which it pertains. All deviations from the specifications must be noted in detail by the bidder on the Affidavit of Compliance form, at the time of submittal of Bid. The absence of listed deviations at the time of submittal of the Bid will hold the bidder strictly accountable to the specifications as written. Any deviation from the specifications as written and accepted by the City may be grounds for rejection of the material and/or equipment when delivered.

27. Samples (if required)

For certain types of procurements, samples may be required. If samples are required, it will be stated in the IFB. The following conditions and requirements apply to all samples submitted.

- a. The samples submitted by bidders on items for which they have received an award may be retained by the City until the delivery of contracted items is completed and accepted. Bidders whose samples are retained may remove them after delivery is accepted.
- b. Samples not retained must be removed as soon as possible after award has been made on the item or items for which the samples have been submitted. The City will not be responsible for such samples not removed by the bidder within 30 days after the award has been made. The City reserves the right to consume any or all samples for testing purposes.
- c. Bidders shall make all arrangements for delivery of samples to place designated as well as the removal of samples. Cost of delivery and removal of samples shall be borne by the bidder.
- d. All samples packages shall be marked "Sample for Division of Purchases" and each sample shall bear the name of the bidder, item number, Bid number, and shall be carefully tagged or marked in a substantial manner. Failure of the bidder to clearly identify samples as indicated may be considered sufficient reason for rejection of Bid.

28. Quality Guaranty

If any product delivered does not meet applicable specifications or if the product will not produce the effect that the bidder represents to the City, the bidder shall pick up the product from the City at no expense. Also, the bidder shall refund to the City any money which has been paid for same. The bidder will be responsible for attorney fees in the event the bidder defaults and court action is required.

29. Quality Terms

The City reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship, manufacturing, or shipping damages.

30. Tax-Exempt

The City is exempt from sales taxes and Federal Excise Taxes: Missouri Tax ID Number 12493651.

31. Awards

- a. Unless otherwise stated in the Invitation for Bid, cash discounts for prompt payment of invoices will not be considered in the evaluation of prices. However, such discounts are encouraged to motivate prompt payment.
- b. As the best interest of the City may require, the right is reserved to make awards by item, group of items, all or none, or a combination thereof; to reject any and all Bids or waive any minor irregularity or technicality in Bids received.
- c. Awards will be made to the Bidder whose Bid (1) meets the specifications and all other requirements of the Invitation for Bid and (2) is the lowest and best Bid, considering price, delivery, responsibility of the bidder, and all other relevant factors.

32. Authorized Product Representation

The successful bidder(s) by virtue of submitting the name and specifications of a manufacturer's product will be required to furnish the named manufacturer's product. By virtue of submission of the stated documents, it will be presumed by the City that the bidder(s) is legally authorized to submit and the successful bidder(s) will be legally bound to perform according to the documents.

33. Regulations

It shall be the responsibility of each bidder to assure compliance with OSHA, EPA, Federal, State of Missouri, and City rules, regulations, or other requirements, as each may apply.

34. Termination of Award

Any failure of the bidder to satisfy the requirements of the City shall be reason for termination of the award. Any Bid may be rejected in whole or in part for good cause when in the best interest of the City.

35. Royalties and Patents

The successful bidder(s) shall pay all royalties and license fees for equipment or processes in conjunction with the equipment being furnished. Bidder shall defend all suits or claims for infringement of any patent right and shall hold the City harmless from loss on account or cost and attorney's fees incurred.

36. Equal Employment Opportunity Clause

The City of Springfield, in accordance with the provision of Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all bidders that affirmatively ensure that in any contract entered into pursuant to this advertisement that minority businesses will be afforded full opportunity to submit Bids in response to this advertisement and will not be discriminated against on the grounds of race, color, or national origin in consideration for award.

37. Bid Tabulation

Bidders may request a copy of the bid tabulation of the Invitation for Bid.

38. Budgetary Constraints

The City reserves the right to reduce or increase the quantity, retract any item from the Bid, or upon notification, terminate entire agreement without any obligations or penalty based upon availability of funds.

39. Additional Purchases by Other Public Agencies

The bidder by submitting a Bid authorizes other public agencies to "Piggy-Back" or purchase equipment and services being proposed in this Invitation for Bid unless otherwise noted on the Affidavit of Compliance Form.

40. Order of Precedence

Any and all Special/General Conditions and Specifications attached hereto, which varies from the instruction to bidders, shall take precedence.

41. Affidavit for Service Contracts

The Bidder represents, in accordance with RSMO 285.530.2 that they have not employed, or subcontracted with, unauthorized aliens in connection with the scope of work to be done under the IFB and agrees to provide an affidavit to the City of Springfield affirming that they have not, and will not in connection with the IFB, knowingly employ, or subcontract with, any person who is an unauthorized alien.

42. Inspection and Acceptance

No item(s) received by the City pursuant to this contract shall be deemed accepted until the City has had reasonable opportunity to inspect the item(s). Any item(s) which are discovered to be defective or which do not conform to any warranty of the Seller upon inspection may be returned at the seller's expense for full credit or replacement. If at a later time, the defects were not ascertainable upon the initial inspection may also be returned at the Seller's expense for full credit or replacement. The City's return of defective items shall not exclude any other legal, equitable or contractual remedies the City may have.

**SPECIAL CONDITIONS
FOR
ARRA CONTRACTS**

Article SC-1 References

1. All references in these Special Conditions to “the Act” or “ARRA” are references to the “American Recovery and Reinvestment Act of 2009”, Pub. L. 111-5, 123 Stat. 115 (Feb. 17, 2009)
2. References to “the Federal agency or department” are to the granting agency.

Article SC-2 Resolving Conflicts

These Special Conditions contain articles and clauses required by the Act or necessary for its implementation (“ARRA Clauses”), and standard clauses and articles required under the “Uniform administrative requirements for grants and cooperative agreements to State and local governments” (See, e.g., 49 C.F.R. Part 18), denominated herein as “standard clauses.”

In the event of a conflict between the clauses required by the Act and the standard clauses, the clause required by the Act shall govern. Where a clause required by the Act and a standard clause are not in conflict but require or provide for differing obligations or remedies, the obligations and remedies shall be cumulative and both shall apply, unless otherwise agreed in writing by the parties.

ARRA CLAUSES

Article SC-3 Access to Records and Employees

- (A) The Comptroller General of the United States or any of his representatives are authorized to examine any records of the contractor or any subcontractor that directly pertain to and involve transactions relating to this Contract and to interview any officer or employee of the contractor or any subcontractor regarding such transactions.
- (B) Any representative of an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.) is authorized to examine any records of the contractor or any of its subcontractors that pertain to, and involve transactions relating to, the Contract, subcontract, grant or subgrant and to interview any officer or employee of contractor regarding such transactions.
- (C) The authorities granted by this Article and sections 902 and 1515 of Division I of the Act are cumulative and in addition to any authority held by the Comptroller General and inspectors general and in no way limit or restrict in any way any existing authority held by them.
- (D) The contractor agrees to and will cooperate with any request under (A) or (B) above and will require such cooperation of its subcontractors at every tier. The contractor will immediately notify the City if the contractor or any of its subcontractors intends to or does challenge or otherwise refuse to cooperate with any such request.
- (E) The contractor agrees to include these requirements in all subcontracts and require their inclusion in all lower-tier subcontracts under this Contract.

Article SC-4 Protection of Whistleblowers

(A) No employee of any non-Federal employer receiving covered funds may be discharged, demoted, or otherwise discriminated against as reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Recovery Accountability and Transparency Board (hereafter the "Board"), an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or such other person working for the employer who has the authority to investigate, discover, or terminate misconduct), a court or grand jury, the head of a Federal agency, or their representatives, information that the employee reasonably believes is evidence of—

- (1) gross mismanagement of an agency contract or grant relating to covered funds;
- (2) a gross waste of covered funds;
- (3) a substantial and specific danger to public health or safety related to the implementation or use of covered funds;
- (4) an abuse of authority related to the implementation or use of covered funds; or
- (5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to covered funds.

(B) Any person who believes that they have been subject to a reprisal prohibited by subsection (A) may:

- (1) submit a complaint regarding the reprisal to an inspector general.
- (2) agree to an extension of time within which the inspector general must either determine not to pursue the complaint or submit a report on the results of its investigation to the employee, the employer, the head of the appropriate agency, and the Board; or
- (3) initiate a *de novo* civil action for compensatory damages and other relief in the appropriate district court if—
 - (a) the head of the agency issues an order denying relief in whole or in part; or
 - (b) the head of the agency fails to issue an order within 210 days of the filing of the complaint or within 30 days of the expiration of any extension of time for the inspector general to report, whichever is later; or
 - (c) the inspector general decides not to investigate the complaint or to discontinue an investigation; and
 - (d) there is no showing that the decision or delay under (a), (b) or (c) above is due to the bad faith of the complainant.
- (4) have access to the investigative file of the inspector general in accordance with 5 U.S.C. 552a.
- (5) seek judicial review of an adverse order issued by the head of the agency.

(C) The rights and remedies afforded to employees by this Article and Section 1553 of Division I of the Act may not be waived by any agreement, policy, form, or condition of employment. No dispute arising under this Article shall be subject to any pre-dispute requirement for arbitration, except that an arbitration requirement in a collective bargaining agreement shall be enforceable with respect to disputes arising under that agreement.

(D) The contractor must post a notice of the employee rights and remedies under this Article and Section 1553 of Division I of the Act in a prominent and clearly visible location accessible to employees, and require each subcontractor at every tier to do so.

(E) This Article shall be included in all subcontracts at every tier.

(F) Any confirmed incident of reprisal under this Article or Section 1553 of Division I of the Act or any failure to comply with the requirements of this Article or Section 1553 of Division I of the Act may be justification for termination of the Contract for cause.

Article SC-5 Buy American

(a) The contractor must ensure that all of the iron, steel, and manufactured goods used in the project are produced in the United States.

(b) Subsection (a) shall not apply in any case or category of cases in which the head of the Federal department or agency involved finds that—

- (1) applying subsection (a) would be inconsistent with the public interest;
 - (2) iron, steel, and the relevant manufactured goods are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
 - (3) inclusion of iron, steel, and manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent.
- (c) If the head of a Federal department or agency determines that it is necessary to waive the application of subsection (a) based on a finding under subsection (b), the head of the department or agency shall publish in the Federal Register a detailed written justification as to why the provision is being waived.
- (d) This section shall be applied in a manner consistent with United States obligations under international agreements.

Article SC-6 -- Limitation on Use of Funds (p. 189, § 1604)

The Act prohibits the use of any of the funds provided under the Act for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool. In the event any project undertaken using funds provided under the Act includes any of these features, the contractor may request and shall be entitled to written assurance from the City that the funds for that feature were derived from another source and are not funds provided under the Act.

STANDARD CLAUSES

Article SC-7 - Debarred or Suspended Subcontractors

The contractor shall not subcontract, and shall ensure that no subcontracts are awarded at any tier, to any individual, firm, partnership, joint venture, or any other entity regardless of the form of business organization, that is listed on the Excluded Parties list System (EPLS) at <https://www.epls.gov/>. The contractor shall immediately notify the City in the event that any subcontractor is added to the EPLS after award of the subcontract. No awards shall be made to any contractor listed on the excluded parties list.

Article SC-8 – Labor Standards (Std. 18.36(i)(4,5 & 6); 29 C.F.R. 5.5(a) requires that the following be set out “in full.”)

(a) Davis-Bacon and Related Acts Provisions and Procedures

(1) Minimum wages.

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

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

subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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

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

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

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

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every

additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

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

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

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

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

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

(3) Payrolls and basic records.

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

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Granting Agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the City. The payrolls

submitted shall set out accurately and completely all of the information required to be maintained under Sec. 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(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 maintained under Sec. 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such Information is correct and complete;

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

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

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

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

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

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

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, 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 shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the granting agency may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

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

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

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

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

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

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

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

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

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such

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

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

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

contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in Sec. 5.1, the Agency Head shall cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and

address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the CITY and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

Article SC-9 Minority, Woman-Owned and Small Business Subcontracting

- (1) The contractor will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.
- (2) Affirmative steps shall include:
 - (i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - (iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
 - (iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
 - (v) Using the services and assistance of the Small Business Administration, the Minority Business Development Agency of the Department of Commerce, and the CITY's Minority, Small and Women-Owned Business Program.

Article SC-10 ACCESS TO RECORDS AND RECORDS RETAINAGE.

- A. **Records to be Kept.** Records shall be maintained in accordance with requirements prescribed by the granting agency, the state agency, or the City with respect to all matters covered by this contract. Except as otherwise authorized, such records shall be maintained for a period of five (5) years after receipt of the final payment under this contract.
- B. **Documentation of Costs.** All costs shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, orders, or other accounting documents. All documents pertaining in whole or in part to this contract shall be clearly identified and readily accessible.
- C. **Inspection of Records.** At any time during normal business hours and as often as the City, the granting agency, the state agency, and/or the Comptroller General of the United States may deem necessary, the Contractor shall make available to the City, granting agency or state agency and/or representatives of the Comptroller General for examination all of its records, with respect to all matters covered by this contract, and will permit them to audit, examine and make excerpts or transcripts from such records including contracts, invoices, materials, payrolls, records of personnel, conditions of employment and any other data relating to matters covered by this contract.

Article SC-11 Clean Air and Clean Water Compliance

In compliance with Section 306 of the Clean Air Act, as amended, (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended, (33 U.S.C. 1368), Executive Order 11738, and the Regulations (40 CFR, part 15) of the Environmental Protection Agency with respect thereto, contractor agrees, with regard to this Contract and all subcontracts exceeding \$100,000, that:

1. Any facility to be utilized in the performance of this contract or any subcontract shall not be a facility listed on the EPA List of Violating Facilities pursuant to 40 CFR 15.20.
2. They will comply with all requirements of Section 306 of the Clean Air Act, as amended, and Section 508 of the Clean Water Act, as amended, and all regulations and guidelines issued thereunder.
3. They will promptly notify the City of any notification received from the EPA Office of Federal Activities, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
4. They will include the provisions of paragraph 1 through 4 of this subpart in every nonexempt subcontract, and take such action as the City, State or Federal Government may direct as a means of enforcing such provisions.

Article SC-12—Prohibition Against Lobbying

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

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
2. If any funds other than federally 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 Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements.
4. This certification is a material representation of fact upon which reliance was placed when this contract was made or entered into. Agreement to this certification is a prerequisite for making or entering into this contract imposed by Section 1352, title 31, U.S. Code. Any person or agency that makes an expenditure prohibited by this section is subject to a civil penalty from \$10,000 up to \$100,000 for each failure. This penalty also applies to any person or agency that fails to submit or amend the disclosure form (LLL), when required. Failure to submit the required certification may result in payment under this contract being delayed or denied.

Article SC-13--Equal Employment Opportunity

The contractor shall comply with all relevant requirements of the following federal laws and regulations dealing with discrimination in federally assisted programs:

- A. **Title VI of the Civil Rights Act of 1964 (42 U.S.C. 20000d)** which provides that no person shall, on the ground of race, color, or national origin, be excluded from employment or participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
- B. **Section 109 of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309) and regulations at CFR 570.602** which provide that no person shall on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, be denied employment in, or be subjected to discrimination under any CDBG/HOME program or activity.
- C. **Section 504 of the Rehabilitation Act of 1973, as amended, (29 U.S.C. 794)** which provides that no otherwise qualified handicapped individual shall, solely by reason of his/her handicap, be excluded from the participation in, be denied the benefits of, be denied employment in, or be discriminated against under any program or activity receiving federal assistance.
- D. **Age discrimination Act of 1975, as amended (42 U.S.C. 6101)** which provides that no person shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal assistance.
- E. **Executive Order 11246, as amended by Executive Order 12086, and regulations in 41 CFR 60**, which provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federally-assisted construction contracts and subcontracts. Contractors and subcontractors shall take affirmative action to ensure fair treatment in employment, including recruitment, training, promotion, demotion, transfer, layoff, termination, and pay.

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 of 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 by the contracting officer setting forth the provisions in this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisement for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex 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 by the agency contracting officer, advertising the labor union or worker's representative of the Contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, 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 No. 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 No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting 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 such rules, regulations, and 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 in accordance with procedures authorized 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 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 No. 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 subcontractor or purchase order as the contracting agency, and may direct the subcontractor or vendor as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the contract becomes involved in, or threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

SC-14 – Copyright

The Federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:

- (a) The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and
- (b) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

SC-15 – Use of Recycled Products

The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

**CITY OF SPRINGFIELD
INVITATION FOR BID #075-2010
GENERAL TERMS AND CONDITIONS**

1. **General:** The City of Springfield Public Works Department has a requirement for a **Turn-Key** Diesel Oxidation Catalyst (DOC) Retrofit of thirty one (31) City Trucks. The following General Terms and Conditions shall apply.
2. This project is funded primarily through a grant based from the American Recovery and Reinvestment Act (AARA) of 2009. In accordance with the ARRA requirements, funds made available under ARRA should be used to preserve and create jobs and promote economic recovery. ARRA funds should be managed and expended so as to achieve the purposes specified, as quickly as possible, consistent with prudent management. ARRA funds are derived from a unique funding source and shall be tracked separately at all times. Accordingly, it is agreed and understood, that by accepting ARRA funds through this agreement and IFB the participants will be required to comply with all terms and conditions-including reporting requirements which are included in the grant agreements.
3. Installation must be fully completed, all billings received by the City, and all warranties provided by April 15, 2010.
 - 3.1 All Invoices shall have actual freight costs from the manufacturer to the installer broken out and listed separately. Actual freight cost documentation must accompany each invoice.
4. Vendor shall provide installation and maintenance training (at vendor's location and expense) for two (2) City personnel. Training shall be such that installation and maintenance by City personnel shall be acceptable to the manufacturer for all warranty purposes and documented as such.
5. Vehicles shall be picked-up for retrofit and returned by vendor's personnel. All drivers shall be duly licensed and insured to lawfully perform said task.
6. In order to keep disruption to the City's workflow at a minimum, vendor shall work closely with City personnel to schedule vehicles for retrofit. Only two (2) vehicles may be out of commission at any given time.
7. The City has provided, in this bid document, a list of DOCs and Hardware that it believes to be correct and complete; however, it is the responsibility of the bidder to verify for correctness. The bidder shall be held responsible for supplying the correct parts if deviations are necessary.
8. **Garage Keepers Legal Liability Insurance** for fire, theft, riot, vandalism, and collision or upset, subject to not more than \$500 deductible per occurrence shall be carried with sufficient limit of liability to cover the maximum number of automobiles or other vehicles, and the contents of such automobiles and vehicles as may be in Contractor's custody at any one time (**\$300,000.00 minimum**). Policy shall provide Liability Insurance covering Bodily Injury and Property Damage for owned, non-owned and hired vehicles with limits of **Two Million Five Hundred Nine Thousand One Hundred Eighty Six Dollars (\$2,509,186.00)** for all claims arising out of a single accident or occurrence and **Three Hundred Seventy Six Thousand Three Hundred Seventy Eight Dollars (\$376,378.00)** for any one person in a single accident or occurrence.

Notice: The Contractor and/or subcontractor shall furnish the City, prior to beginning the work, satisfactory proof of carriage of all the insurance required by this contract, with the provision that policies shall not be canceled, modified or non-renewed without thirty (30) days written notice to the City of Springfield.

**CITY OF SPRINGFIELD
INVITATION FOR BID #075-2010
SPECIFICATIONS**

1. **Specifications:** The following represent minimum standards for DOC retrofit. The term “Diesel Oxidation Catalyst Muffler” and “DOC” are assumed to be the same for bid purposes. Donaldson Company part numbers have been used for reference in this bid. **Equals** will receive consideration.
 - 1.1 All emission control devices must be EPA or CARB verified products and listed on EPA’s Verified Technology web site: www.epa.gov/otaq/retrofit/verif-list.htm.
 - 1.2 Vendor shall supply and install verified DOCs with all necessary hardware as direct replacements for OEM mufflers for the vehicles listed in “Appendix A “. A list of DOCs and hardware (Donaldson) part numbers is in “Appendix B”. It shall be the responsibility of the bidder to verify the correctness of these part numbers.
 - 1.3 DOCs shall be stainless steel construction, grade 409 or better.
 - 1.4 DOCs must be verified at zero exhaust leaks at seams and welds regardless of pressure (PSI).
 - 1.5 Low Sulfur Diesel (LSD- <500ppm sulfur) and Ultra Low Sulfur Diesel (ULSD- <15ppm sulfur) shall both be acceptable fuel types.
 - 1.6 If re-routing of exhaust tubing is required, all tubing, clamps, hangers etc. to complete the installation shall be of the same size, type and quality as the OEM materials.
 - 1.7 DOCs shall meet all safety requirements of original equipment mufflers.
 - 1.8 DOCs shall not void any part of any current engine warranty, or have a negative impact on fuel economy.
 - 1.9 DOCs shall meet U.S. Federal noise regulations.
 - 1.10 Removed mufflers shall remain the property of the City and returned with the vehicle.
 - 1.11 **Warranty:** DOC Manufacturer’s warranty shall be a minimum of five (5) years or 150,000 miles. Vendor Installing equipment shall warranty installation for a minimum of 90 days.
 - 1.12 If bidding “or equal” products, bidder must submit, along with bid, a list of proposed DOCs and Hardware containing Manufacturer’s name and part numbers for each vehicle.

Appendix A:

<u>City Unit #</u>	<u>VIN</u>	<u>GVWR</u>	<u>Engine Make</u>	<u>Engine Model</u>	<u>Engine Model Yr.</u>	<u>Horse- power</u>	<u>Current Fuel Type</u>	<u>Annual Mileage</u>	<u>Annual Idle Hrs.</u>
5003	1FDPF80C7SVA34329	33,000	Cummins	ISB	1995	210	Diesel ULSD	10,000	1,250
5049	1GBM7H1CO2J512766	33,000	Caterpillar	3126	2002	210	Diesel ULSD	10,000	1,250
5051	1GBM7H1CO2J513285	33,000	Caterpillar	3126	2002	190	Diesel ULSD	10,000	1,250
5057	1GBM7H1CO1J506965	33,000	Caterpillar	3126	2001	210	Diesel ULSD	10,000	1,250
5066	1FDXF8OC9TVA20191	33,000	Cummins	6BT	1996	210	Diesel ULSD	10,000	1,250
5069	1FDXF8OC7TVA20190	33,000	Cummins	6BT	1996	190	Diesel ULSD	10,000	1,250
5083	1FDXF8OC6VVA42345	33,000	Cummins	6BT	1997	190	Diesel ULSD	10,000	1,250
5084	1FDXF8OC4VVA42344	33,000	Cummins	6BT	1997	210	Diesel ULSD	10,000	1,250
6002	1FDYL90E3SVA32338	54,000	Cummins	ISC	1995	230	Diesel ULSD	10,000	1,250
6003	1FDYL90E3SVA32340	54,000	Cummins	ISC	1995	230	Diesel ULSD	10,000	1,250
6009	1FDXF8OC2WVA03656	33,000	Cummins	6BT	1998	210	Diesel ULSD	10,000	1,250
6010	1FDXF8OC4WVA03657	54,000	Cummins	6BT	1998	190	Diesel ULSD	10,000	1,250
6011	3FDNF65YX2MA31211	54,000	Cummins	6BT	2002	230	Diesel ULSD	10,000	1,250
6012	3FDNF65Y12MA31212	54,000	Cummins	6BT	2002	190	Diesel ULSD	10,000	1,250
6025	1FVHBXAK43HK57047	54,000	Caterpillar	3126	2002	275	Diesel ULSD	10,000	1,250
6033	1FDWB8OC3SVA47263	54,000	Cummins	6BT	1995	230	Diesel ULSD	10,000	1,250
6044	1FDWB8OC5TVA17666	54,000	Cummins	6BT	1996	230	Diesel ULSD	10,000	1,250
6073	1GBT7H4JXTJ104637	54,000	Caterpillar	3126	1996	230	Diesel ULSD	10,000	1,250
6074	1GBT7H4J6TJ104697	54,000	Caterpillar	3126	1996	230	Diesel ULSD	10,000	1,250
6079	1FDXF8OC6WVA30956	54,000	Cummins	6BT	1998	230	Diesel ULSD	10,000	1,250
6082	1GBP7H1C3XJ100782	54,000	Caterpillar	3126	1999	230	Diesel ULSD	10,000	1,250
6083	1GDM7H1C9XJ503823	54,000	Caterpillar	3126	1998	230	Diesel ULSD	10,000	1,250
6084	1GDM7H1CXXJ503796	54,000	Caterpillar	3126	1998	230	Diesel ULSD	10,000	1,250
6085	1GBJ7H1C6XJ101950	54,000	Caterpillar	3126	1999	230	Diesel ULSD	10,000	1,250
6086	1FVXJLBBXXHA34610	54,000	Cummins	ISC	1999	230	Diesel ULSD	10,000	1,250
6088	1FVHBXBS81HH72180	54,000	Cummins	ISC	2001	230	Diesel ULSD	10,000	1,250
6089	1GDK7H1C3YJ527592	54,000	Caterpillar	3126	2000	230	Diesel ULSD	10,000	1,250
6090	3FDXF75H6YMA54850	54,000	Caterpillar	3126	2000	230	Diesel ULSD	10,000	1,250
6091	2FWJAZAS11AJ95473	54,000	Caterpillar	C12	2001	300	Diesel ULSD	10,000	1,250
6093	2FZHATAK01AJ31939	54,000	Caterpillar	3126	2001	230	Diesel ULSD	10,000	1,250
6094	2FZAAKAK61AH83625	54,000	Caterpillar	3126	2001	230	Diesel ULSD	10,000	1,250

Appendix B:

<u>City</u> <u>Unit #</u>	<u>Donalson DOC</u> <u>Part #</u>	<u>Bracket</u> <u>Part #</u>	<u>Clamp</u> <u>Part #</u>	<u>Miscellaneous</u> <u>Parts #</u>
5003	X009448	P228258 X 2	DX007784 X 2	P206399
5049	X009448	P228258 X 2	DX007784 X 2	P206399
5051	X009480	P228258 X 2	DX007784 X 2	P206399, Remove Stack
5057	X009448	P228258 X 2	DX007784 X 2	P206399
5066	X009462	P228258 X 2	DX007784 X 2	P206399, P206554
5069	X009462	P228258 X 2	DX007784 X 2	P206399, P206554
5083	X009462	P228258 X 2	DX007784 X 2	P206399, P206554
5084	X009462	P228258 X 2	DX007784 X 2	P206399, P206554
6002	X009448	P228258 X 2	DX007784 X 2	P206399
6003	X009448	P228258 X 2	DX007784 X 2	P206399
6009	X009462	P228258 X 2	DX007784 X 2	P206399, P206554
6010	X009462	P228258 X 2	DX007784 X 2	P206399, P206554
6011	X009448	P228258 X 2	DX007784 X 2	P206399
6012	X009448	P228258 X 2	DX007784 X 2	P206399
6025	X009475	P228258 X 2	DX007784, DX007785 X 2	P206328, P206400, P206555 Change from 4" to 5" inlet
6033	X009448	P228258 X 2	DX007784 X 2	P206399, Change from 10" to 11"
6044	X009448	P228258 X 2	DX007784 X 2	P206399, Change from 10" to 11"
6073	X009450	P228258 X 2	DX007784 X 3	P206399, P206554, Change from 42" to 36"
6074	X009450	P228258 X 2	DX007784 X 3	P206399, P206554, Change from 42" to 36"
6079	X009448	P228258 X 2	DX007784 X 2	P206399
6082	X009480	P228258 X 2	DX007784 X 2	P206399
6083	X009448	P228258 X 2	DX007784 X 2	P206399, Change from 10" to 11"
6084	X009448	P228258 X 2	DX007784 X 2	P206399, Change from 10" to 11"
6085	X009448	P228258 X 2	DX007784 X 2	P206399, Change from 10" to 11"
6086	X009462	P228258 X 2	DX007784 X 2	P206399, P206554 Needs Inlet Pipe Repair
6088	X009448	X008037	DX007784	P206399, Change from 10" to 11" & 34" to 36"
6089	X009448	P228258 X 2	DX007784 X 2	P206399, Change from 10" to 11"
6090	X009448	P228258 X 2	DX007784 X 2	P206399
6091	X009499	X008030		
6093	X009475	P228258 X 2	DX007784, DX007785 X 2	P206328, P206400, P206555 Change from 4" to 5" inlet
6094	X009482	P228258 X 2	DX007784, DX007785	

**CITY OF SPRINGFIELD
 BID FORM – PROPOSAL
 IFB #075-2010**

SUBMITTED BY _____
 Company Name

Pursuant to and in accordance with the above stated Invitation for Bid, the undersigned hereby declares that they have examined the IFB documents and specifications for the item(s) listed below.

The undersigned proposes and agrees, if their Bid is accepted to furnish the item(s) submitted below, including delivery to Springfield, Missouri in accordance with the delivery schedule indicated below and according to the prices products/services information submitted.

ITEM	CITY VEHICLE	DOC & HARDWARE	INSTALLATION/LABOR	EXTENDED AMOUNT
1.	5003	\$ _____	\$ _____	\$ _____
2.	5049	\$ _____	\$ _____	\$ _____
3.	5051	\$ _____	\$ _____	\$ _____
4.	5057	\$ _____	\$ _____	\$ _____
5.	5066	\$ _____	\$ _____	\$ _____
6.	5069	\$ _____	\$ _____	\$ _____
7.	5083	\$ _____	\$ _____	\$ _____
8.	5084	\$ _____	\$ _____	\$ _____
9.	6002	\$ _____	\$ _____	\$ _____
10.	6003	\$ _____	\$ _____	\$ _____
11.	6009	\$ _____	\$ _____	\$ _____
12.	6010	\$ _____	\$ _____	\$ _____
13.	6011	\$ _____	\$ _____	\$ _____
14.	6012	\$ _____	\$ _____	\$ _____
15.	6025	\$ _____	\$ _____	\$ _____

ITEM	CITY VEHICLE	DOC & HARDWARE	INSTALLATION/LABOR	EXTENDED AMOUNT
16.	6033	\$ _____	\$ _____	\$ _____
17.	6044	\$ _____	\$ _____	\$ _____
18.	6073	\$ _____	\$ _____	\$ _____
19.	6074	\$ _____	\$ _____	\$ _____
20.	6079	\$ _____	\$ _____	\$ _____
21.	6082	\$ _____	\$ _____	\$ _____
22.	6083	\$ _____	\$ _____	\$ _____
23.	6084	\$ _____	\$ _____	\$ _____
24.	6085	\$ _____	\$ _____	\$ _____
25.	6086	\$ _____	\$ _____	\$ _____
26.	6088	\$ _____	\$ _____	\$ _____
27.	6089	\$ _____	\$ _____	\$ _____
28.	6090	\$ _____	\$ _____	\$ _____
29.	6091	\$ _____	\$ _____	\$ _____
30.	6093	\$ _____	\$ _____	\$ _____
31.	6094	\$ _____	\$ _____	\$ _____
TOTAL		\$ _____	\$ _____	\$ _____

DOC Manufacturer: _____

Completion: _____ days after receipt of order (Must be completed on or before April 15, 2010).

SHALL WARRANTY THE ABOVE EQUIPMENT FOR PARTS, LABOR, AND TRAVEL FOR _____

DELIVERY: F.O.B. DESTINATION

Prompt Payment Discount _____% _____ Days, Net _____ Days

**CITY OF SPRINGFIELD
STATEMENT OF "NO BID"
IFB #075-2010**

**RETURN THIS PAGE ONLY IF YOUR COMPANY PROVIDES THE PRODUCTS/SERVICES BEING BID AND DECLINES
TO DO SO.**

WE, THE UNDERSIGNED, HAVE DECLINED TO BID ON YOUR **IFB #075-2010** FOR **DIESEL OXIDATION CATALYST RETROFIT** FOR THE FOLLOWING REASON(S):

_____ SPECIFICATIONS ARE TOO "TIGHT," I.E. GEARED TOWARD ONE BRAND OR MANUFACTURER ONLY
(PLEASE EXPLAIN BELOW).

_____ INSUFFICIENT TIME TO RESPOND TO INVITATION FOR BID.

_____ OUR PRODUCT SCHEDULE WOULD NOT PERMIT US TO PERFORM.

_____ UNABLE TO MEET SPECIFICATIONS.

_____ UNABLE TO MEET INSURANCE REQUIREMENTS.

_____ SPECIFICATIONS UNCLEAR (PLEASE EXPLAIN BELOW).

_____ OTHER (PLEASE SPECIFY BELOW).

REMARKS: _____

COMPANY NAME: _____

ADDRESS: _____

SIGNATURE AND TITLE: _____

TELEPHONE NUMBER: _____

DATE: _____