



NOTICE OF PUBLIC BID

Owner: County of Dare, North Carolina

Address: 954 Marshall C. Collins Drive, Manteo, NC 27954

Project: Repair/Restore Outside Air Dampers/Actuators/Economizer Control Project
at The Dare County Justice Center

Separate Bids will be received by the County of Dare, North Carolina at 954 Marshall C. Collins Drive, Room 168 in the Administration Building, Manteo, NC until 2:00 PM, local time, on Tuesday, September 14th, 2010, for repair/restore outside air dampers/actuators/economizer control project at the Dare County Justice Center located at 962 Marshall C Collins Drive, Manteo, NC. Bids that have been duly received will be publicly opened and read aloud. All bids must be clearly marked: **Dare County: Repair/Restore Outside Air Dampers at the Justice Center Project RFP03/2011.**

A mandatory pre-bid meeting will be held on site at 10am, Friday September 3, 2010.

The Contract Documents may be examined at the following locations:

Administration Building Room 121, 954 Marshall C. Collins Drive, Manteo, North Carolina and

On the County of Dare webpage, www.darenc.com

Copies of the Contract Documents, including the Bid Specifications may be obtained by contacting Susan A. Beck, Dare County Purchasing Agent, P. O. Box 1000, Manteo, NC 27954; or by calling the Purchasing Department at 252.475-5891; during normal business hours, 8:30 a.m. – 5:00 p.m., Monday through Friday.

Bidders must be properly licensed contractors in the State of North Carolina. The County of Dare reserves the right to reject any and all bids, including without limitation the rights to reject any or all nonconforming, nonresponsive, unbalanced, or conditional bids. Small, minority, and women's businesses and labor surplus area firms are encouraged to submit bids. Dare County intends to utilize funding made available by the American Recovery and Reinvestment Act (stimulus) funds to repair or restore outside air dampers, actuators and economizer controls at the Dare County Justice Center for the purposes of energy efficiency and savings.

Susan A. Beck
Purchasing Agent
P O Box 1000
954 Marshall C. Collins Drive
Manteo, NC 27954



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Susan A. Beck
Purchasing Agent
P O Box 1000
954 Marshall C. Collins Drive
Manteo, NC 27954

County of Dare
Lighting Removal and Replacement Project
Statement of Work

August, 2010

A. BACKGROUND

Maintenance of HVAC systems is normally conducted by the County of Dare's Buildings and Grounds Department. However, due to the scope of the effort identified in this Statement of Work (SOW), the specific equipment and services identified will be obtained through contracts with licensed HVAC contractors. The proposed contract scope includes all labor and materials to repair and restore outside air dampers, actuators to good working condition and program for automatic outside air economizer. The proposed contract will utilize funding made available by the American Recovery and Reinvestment Act of 2009. Funds from the act are made available through the North Carolina State Energy Program (SEP) grant or Energy Efficiency and Conservation Block Grant (EECBG). The overall grant will be administered by Dare County. Contracts will be managed by the Purchasing Department and technical management of the project will be managed by the Building and Grounds Superintendent or his designee.

B. SCOPE OF SERVICES

The services to be provided as a part of this contract are:

To repair and restore outside air dampers, actuators to good working condition and program for automatic outside air economizer. Current rigid supply setpoints waste energy therefore controls need to be adjusted and programming added for more efficiency. Maintain return (not supply) air and water set points and automatically reset these set points based solely on satisfying the comfort conditions

Specifications enclosed herein are intended to obtain competitive bids

Storage and disposal of removed equipment

The contractor shall store all removed items in approved storage containers. Containers shall be maintained in a designated area at the work site until all items have been collected. Containers shall be maintained in a designated area at the work site until all items have been collected. The contractor shall store all removed HVAC excess in a designated area at the work site until all HVAC excess has been collected.

Pre-Service Inspection

The contractor shall participate in a pre-service inspection of the HVAC to be included in the proposed contract. The inspections shall identify any noted damage or problems in the work area(s) which might be in question later. The contractor shall notify the Building and Grounds Superintendent or his designee of any unsafe condition or required maintenance during this pre-services inspection. Failure to provide such notification before the start of work may expose the contractor to additional liabilities.

Contractor Response to On-going Inspections

The contractor shall respond to deficiencies noted during inspections of the work within twenty-four (24) hours of being provided a copy of the report. The contractor's response shall be in writing and shall include the following minimum information:

- a. Discrepancy item
- b. Proposed corrective action

- c. Proposed responsibility
- d. Projected date of completion
- e. Assistance required from owner, if any

C. COORDINATION:

Schedules for the work identified above shall be established in a joint meeting with the Contractor and the Building and Grounds Superintendent or his designee. The meeting shall take place within ten (10) days from notice of contract award at a location to be established by the Building and Grounds Superintendent or his designee. Once determined, services shall be provided in accordance with the approved schedule unless a prior written request is received from the contractor and approval is granted by the Building and Grounds Superintendent or his designee.

1. Post-Services On-site Coordination

- a. Post-Service: At completion of the scheduled service, the contractor shall notify the Building and Grounds Superintendent or his designee.

D. CONTRACT SERVICE LOCATIONS

The efforts provided under this contract include work at the following Dare County facility:

Justice Center, 962 Marshall C. Collins Drive, Manteo NC

E. INSURANCE

Without limiting any of the other obligations or liabilities of the contractor, the contractor shall provide proof of insurance coverage as follows or greater:

- 1. Workers' Compensation
 - State Statutory
 - Applicable Federal Statutory
 - Employee Liability \$ 500,000

- 2. Comprehensive General Liability
 - Premise-Operations, Independent Contractor's Protective and Broad Form Property Damage
 - Property damage, Each Occurrence \$ 100,000
 - Annual aggregate \$ 200,000

 - Bodily Injury, Per person \$1,000,000
 - Each Occurrence \$1,000,000

- 3. Comprehensive Automobile Liability, Bodily Injury, Each person..... \$1,000,000
 - Each Occurrence \$1,000,000
 - Property Damage, Each Occurrence..... \$1,000,000

Certificates of insurance acceptable to the County of Dare shall be filed with the County of Dare Purchasing Agent prior to commencement of work. These Certificates shall contain a provision that the coverage afforded under the policies can not be cancelled unless at least a thirty (30) day prior written notice has been given to the County representative specified above.

G. LIABILITIES

The contractor will be held liable for the cost of repair or replacement of structures, utility systems, and any other parts of the facility damaged by contractor's acts of negligence or lack of full adherence to the requirements of the Scope of Services contained herein.

The contractor will be held liable for the cost of repair or replacement of building components and / or vehicle(s) damaged by falling/flying equipment and/or debris.

H. OTHER PROVISIONS

SUBMITTALS

Four sets of original bid documents shall be submitted in order for a bid to be deemed valid and responsive. Any bid that may be turned in without complying with this requirement shall be deemed nonconforming and nonresponsive and, therefore rejected.

EQUIPMENT

All equipment utilized during the contract shall be contractor owned and shall comply with all federal, state and local guidelines for inspections, certifications and/or safety as may be required. All equipment guards must be in place and in full working order. All personnel shall utilize proper personnel protective equipment (PPE) while conducting operations under this contract.

NOTICES

SAFETY

Any condition observed by contractor personnel believed to be unsafe or dangerous shall be reported immediately to the Building and Grounds Superintendent or his designee. The contractor herewith agrees that they will stop work and correct any / all safety related deficiencies immediately upon notification by the Building and Grounds Superintendent or his designee.

All work under this contract is to be performed in accordance with applicable safety standards. In the event that information or directives contained in this statement of work should be determined to be in conflict with standards provided by federal, state and/or local governmental bodies, those standards shall take precedence.

TOBACCO / DRUG FREE ZONE

All interiors of facilities that belong to the County of Dare have been designated as "Smoke Free." Contractor personnel shall not use or display tobacco products or illegal substances of any kind while on County property. Contractor personnel may be asked to leave County property should any employee be observed violating this policy.

APPROPRIATE DRESS

Shirts and shoes must be worn at all times. Clothing shall not contain inappropriate graphics or text of any kind. Contractor personnel may be asked to leave County property should the employee's clothing be deemed inappropriate by the Building and Grounds Superintendent or his designee.

CONTRACTOR INFORMATION

SAFETY PROGRAM INFORMATION

The contractor shall provide acceptable evidence that they have an established safety program in place which covers the proposed services. A copy of such evidence shall be provided within ten (10) days after notification of pending contract award. Failure to provide this information may disqualify the bidder.

I. APPLICATIONS FOR PAYMENT

The contractor shall provide invoices for payment monthly for service provided the previous month. Invoices shall be provided in duplicate and shall be addressed as directed by the County of Dare's Purchasing Agent. Contractors should anticipate that payment for invoices will not be received sooner than 45 days from the date of submission.

J. CONTRACT TERM

This contract is a one-time firm fixed price contract.

K. TERMINATION

This contract may be terminated for cause with thirty (30) days written notice at the discretion of the County of Dare.

L. RETAINAGE

Five (5%) per cent of the total contract price will be retained until the completed job is approved by the representative of the State of North Carolina Department of Commerce Energy Office. They will then release the funds to the County of Dare and the County of Dare will pay the remaining 5% to the contractor.

M. DUNS NUMBER

The contractor is required to have a Dun and Bradstreet Data Universal Numbering System number. The website is <http://www.dnb.com>.

END OF DOCUMENT

CONTRACT FOR:

County of Dare Repair/Restore Outside Air Dampers Project at the Justice Center RFP03/2011

TO:

**Susan Beck
Purchasing Agent
P.O. Box 1000
954 Marshall C. Collins Drive
Manteo, NC 27954**

FROM:

Bidder

Address

City State ZIP

Telephone E-Mail Address

1. Base Bid Proposal

Having become completely familiar with the local conditions affecting the cost of work, at the place where the work is to be executed, and having carefully examined the site conditions as they currently exist, and having carefully examined the Bidding Documents prepared by:

The County of Dare

And entitled:

Repair/Restore Outside Air Dampers at the Justice Center

Dated August 2010, together with any addenda to such Bidding Documents as listed hereinafter, the undersigned hereby proposes and agrees to provide all labor, materials, equipment, transportation, supervision and other facilities as necessary and/or required to execute all of the work described by the aforesaid Bidding Documents at the location identified below for the lump sum consideration identified below.

Location

Services to be provided at the following location: Dare County Justice Center, 962 Marshall C. Collins Drive , Manteo, NC

Firm Fixed Price Bid

_____ Dollars (\$_____)

Said amount(s) being hereinafter referred to as the Base Bid Proposal.

Minority/Female Business Enterprise (MBE/FBE) Subcontractors

The goal for participation by minority firms as subcontractors and suppliers on this project has been set by the County of Dare Board of Commissioners as two percent (7%). To be considered a “qualified bidder” whose bid may be considered and accepted by the Owner, the undersigned must submit with their proposal the following documents:

- Using the form entitled Identification of Minority Business Participation *identify the minority businesses that will be utilized* on the project with the corresponding total dollar value of the bid **and** complete, sign and notarize the Affidavit “A” – Listing of Good Faith Effort These forms can be found on the Dare County Website, www.darenc.com.

OR

- Complete, sign and notarize the attached form entitled Affidavit “B” – Intent to Perform Contract with Own Workforce if the *Bidder will perform the work under contract by its own workforce*, as required by NCGS 143-128.2(c) and NCGS 143-128.2(f).

Prior to an award of a contract, the lowest responsible, responsive Bidder will be required to:

- *If the Bidder subcontracts to qualified MBE firms a total amount equal to or greater than the 7% goal*, it must complete, sign, notarize and submit the form entitled Affidavit “C” – Portion of the Work to be Performed by Minority Firms that includes a description of the portion of work to be executed by minority businesses expressed as a percentage of the total contract price which is equal to or greater than the 2% goal.

OR

- *If the Bidder subcontracts to qualified MBE firms a total amount less than the 7% goal*, it must complete, sign, notarize and submit the form entitled Affidavit “C” – Portion of the Work to be performed by Minority Firms **and** Affidavit “D” – Good Faith Efforts along with proper documentation of Good Faith Efforts expended by the Bidder. (Examples of documentation are outlined in the text of Affidavit “D”, and are more fully discussed in the paragraph entitled “Minimum Compliance Requirements”, contained in the Guidelines for Recruitment and Selection of Minority Businesses for participation in State Construction Contracts found elsewhere in the Project Manual.)

OR

- *If the Bidder intends to perform all the work with its own forces*, and will not subcontract any portion of the work, only Affidavit “B” – Intent to Perform Contract with Own Workforce must be submitted.

NOTE:

All Bidders *must submit with their bid:*

EITHER

Identification of Minority Business Participation form, and Affidavit “A” – Listing of Good Faith Effort

OR

Affidavit “B” – Intent to Perform Contract with Own Workforce

Failure to file required forms and/or affidavits with the bid, or failure to file required forms and/or affidavits after notification of being the apparent low bidder, may constitute grounds for rejection of the bid and forfeiture of Bid Bond.

Nothing in this section should be construed to require bidders to award contracts or subcontracts, or to make purchases of materials or equipment from minority businesses that do not submit the lowest responsible responsive bid or bids.

Addenda Acknowledged

The undersigned acknowledges receipt of the following addenda:

<u>Addendum No:</u>	<u>Date:</u>
_____	_____
_____	_____

2. Prior History / Resume Information

Contractors shall provide **as an attachment to the contractor's bid**, information regarding previously completed jobs of a similar scope.

Information provided shall include the following minimum information: customer name and contact information, contract value, start date, completion date, explanation of services provided. Contractors shall also provide, via separate document, information identifying the bidder's Supervisor or Lead person (those individuals who will be making decisions regarding the services to be provided under this contract) and that person's qualifications. More specifically, information concerning the person's training and experience in the services being offered and any licenses and/or special qualifications held by the individual(s) which qualify the individual(s) to manage the work.

3. Authorization to Sign

The undersigned declares that the person or persons signing this Proposal is/are fully authorized to sign on behalf of the firm listed and to fully bind the firm listed to all the conditions and provisions of the Proposal.

4. Good Faith Representation

It is agreed that no person or persons or company other than the firm listed below or as otherwise indicated has any interest whatsoever in this Proposal and the contract that may be entered into as a result of the Proposal and that in all respects the Proposal is legal and firm, submitted in good faith without collusion or fraud.

5. Compliance with Law

It is agreed that the undersigned has complied with or will comply with all requirements of local, state and national laws and that no legal requirement has been or will be violated in making or accepting this Proposal, in awarding the contract to him and/or in the prosecution of the work required.

6. Subcontractor Listing

It is agreed that the undersigned shall provide any information reasonably deemed necessary by the Owner to establish the responsiveness and responsibility of the Bidder.

As a condition of the contract, all bidders shall furnish the names of subcontractors and suppliers it tentatively proposes to use on the project. This information may be used by the Owner during the bid evaluation process, to help determine the lowest responsible and responsive bidder, taking into consideration quality, performance, the duration stipulated in the Statement of Work for the performance of the contract, and compliance with NCGS 143-128.2. (*specify None or N/A if applicable*)

Name of Subcontractor	Service to be Provided	Base Bid Amount

_____ None or N/A

No Bidder whose bid is accepted shall substitute any person as subcontractor, in place of the subcontractor(s) listed above, except (i) if a listed subcontractor refuses to enter into a contract for the complete performance of the bid work, or (ii) upon written approval of the Owner for good cause shown by the Bidder.

7. Legal Information

The following information is provided pursuant to the Contract Documents:

Legal Name of Contractor:

If the Contractor is a corporation, state that the corporation is organized under the laws of the State of North Carolina.

Corporate seal must be affixed to this Form of Bid.

If the Contractor is an individual using a trade name, state the name and tax ID# of the individual.

If the Contractor is a partnership, state the names of the partners:

Contractor's License Number is _____.

Contractor's Duns Number is -----

8. Historically Underutilized Business

Please check the following:

Is your company registered with HUB office? Yes _____ No _____

Is your company a minority contractor, small contractor, physically handicapped contractor, a woman contractor, a disabled business enterprise, or a non-profit work center for the blind and severely disabled? Yes _____ No _____

Respectfully submitted this _____ day of _____, 2010.

Signature _____

Printed Name _____

Title: _____

(AFFIX CORPORATE SEAL HERE)

The American Recovery and Reinvestment Act of 2009 requires that the following requirements be applied to this project.

Reporting and Registration Requirements

The

Contractor is notified that this project will be financed with *American Recovery and Reinvestment Act of 2009* (hereinafter, "ARRA") Funds. The Contractor shall ensure that all subcontracts and other contracts for goods and services for an ARRA-funded project have the mandated provisions of this directive in their contracts. Pursuant to Title XV, Section 1512 of the ARRA, the State shall require that the Contractor provide reports and other employment information as evidence to document the number of jobs created or jobs retained by this contract from the Contractor's own workforce and any sub-contractors. No direct payment will be made for providing said reports, as the cost for same shall be included in the various items in the contract. For reporting purposes, Contractor must maintain current registrations in the Central Contractor Registration (<http://www.ccr.gov>) at all times during which they have active federal awards funded with Recovery Act funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (<http://www.dnb.com>) is one of the requirements for registration in the Central Contractor Registration.

Posting with the Local Employment Security Commission

In addition to any other job postings the Contractor normally utilizes, pursuant to the requirements of the OERI, the Contractor and its subcontractors shall post with the local Employment Security Commission Office all positions for which he intends to hire workers as a result of being awarded this contract. Labor and semiskilled positions must be posted for at least 48 hours before the hiring decision. All other positions must be posted a minimum posting of five calendar days before the hiring decision. The Contractor and its subcontractors shall

report the new hires in the manner prescribed by the Employment Security Commission and the OERI in the format provided to Contractor.

Required Contract Provision to Implement ARRA Section 902

Section 902 of the ARRA requires that each contract awarded using ARRA funds must include a provision that provides the U.S. Comptroller General and his representatives with the authority to:

- (1) examine any records of the contractor or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and
- (2) interview any officer or employee of the contractor or any of its subcontractors, or of any State or local government agency administering the contract, regarding such transactions.

Accordingly, the Comptroller General and his representatives shall have the authority and rights prescribed under Section 902 of the ARRA with respect to contracts funded with recovery funds made available under the ARRA. Section 902 further states that nothing in 902 shall be interpreted to limit or restrict in any way any existing authority of the Comptroller General.

Authority of the Inspector General

Section 1515(a) of the ARRA provides authority for any representatives of the United States Inspector General to examine any records or interview any employee or officers working on this contract. The contractor is advised that representatives of the Inspector General have the authority to examine any record and interview any employee or officer of the contractor, its subcontractors or other firms working on this contract. Section 1515(b) further provides that nothing in this section shall be interpreted to limit or restrict in any way any existing authority of an Inspector General.

Buy American provision

Section 1605 of the ARRA requires that iron, steel and manufactured goods used in public buildings or public works projects be produced in the United States. Contractor and its subcontractors agrees to abide by Section 1605, shall secure documentation that purchases meet the requirements of Section 1605, and shall maintain records of such purchases for inspections by authorized agents of the State of North Carolina and federal agencies. The Contractor and its subcontractors must obtain written exception from this provision from the agency issuing the contract. The Contractor shall, upon request, supply documentation that purchases made under this contract meet the requirements of Section 1605. Note that this provision only applies to public buildings and public works.

Davis-Bacon Requirements

The provisions located at the following Internet address must be included in all contracts for construction, alteration or repair work (including painting and decorating):

http://www1.eere.energy.gov/wip/pdfs/dba_clauses_weatherization.pdf

[Note: this is a general DBA clause approved by DOL for DOE programs, including SEP and EECBG.]

You must also determine the prevailing wage for your location and type of activity as determined by the Department of Labor (DOL) and **include the prevailing wage requirements in your contract**. See www.wdol.gov for DOL's prevailing wage rates. Please review the requirements of this contract provision, which require, among other things, weekly payment to covered workers, weekly reporting of certified payroll, posting of prevailing wages at the project site. The following are sources to assist you and your contractor in meeting the Davis-Bacon requirements:

- a. Free workplace law poster <http://www.nclabor.com/posters/posters.htm>

- b. Employees certified weekly payroll (you can find sample at http://www1.eere.energy.gov/wip/pdfs/wh-347_example.pdf)
- c. Davis Bacon Wage Determination <http://www.wdol.gov/dba.aspx#3>
- d. Davis Bacon Wage Determination - Excel Sheet http://www1.eere.energy.gov/wip/dol_wage_determinations_sep_eecbg.html
- e. Davis Bacon help desk, please call 1-866-487-9243

Availability and Use of Funds

Contractors understand and acknowledge that any and all payment of funds or the continuation thereof is contingent upon funds provided solely by ARRA or required state matching funds. Pursuant to Section 1604 of the ARRA, contractors agree not to undertake or make progress toward any activity using recovery funds that will lead to the development of such activity as casinos or other gambling establishments, aquariums, zoos, golf courses, swimming pools or any other activity specifically prohibited by the Recovery Act.

Whistleblower Provisions

Contractor and its subcontractors understand and acknowledge that Article 14 of Chapter 124, NCGS 126-84 through 126-88 (applies to the State and state employees), Article 21 of Chapter 95, NCGS 95-240 through 85-245 (applies to anyone, including state employees), and Section 1553 of the Recovery Act (applies to anyone receiving federal funds), provide protection to State, Federal and contract employees. Specifically, the Recovery Act provides that an employee of any non-Federal employer receiving Recovery Act funds, may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Accountability and Transparency 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 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 believes is evidence of:

- gross management of an agency contract or grant relating to covered funds;
- a gross waste of covered funds
- a substantial and specific danger to public health or safety related to the implementation or use of covered funds;
- an abuse of authority related to the implementation or use of covered funds; or
- as 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.

Any employer receiving Recovery Act funds shall post notice of the rights and remedies as required therein. (Refer to section 1553 of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, www.Recovery.gov, for specific requirements of this section and prescribed language for the notices.) A form of the notice that meets the requirements of this section is located at the following Internet address: <http://www.recovery.gov/Contact/ReportFraud/Documents/Whistleblower+Poster.pdf>

Outsourcing outside the USA without Specific Prior Approval Provision

Contractor and its subcontractors agree not to use any recovery funds from a contract or any other performance agreement awarded by the County of Dare, its agencies, or political subdivisions for outsourcing outside of the United States, without specific prior written approval from the agency issuing the contract.

Federal, State and Local Tax Obligations

By submission of a proposal, contractors and subcontractors assert and self-certify that all Federal, State and local tax obligations have been or will be satisfied prior to receiving recovery funds.

Anti-Discrimination and Equal Opportunity

Pursuant to Section 1.7 of the guidance memorandum issued by the United States Office of Management and Budget on April 3, 2009, Recovery Act funds must be distributed in accordance with all anti-discrimination and equal opportunity statutes, regulations, and Executive Orders pertaining to the expenditure of funds.

Office of State Budget and Management Access to Records

Include the following provision in your contracts: The Contractor and its subcontractors agree to allow the Office of State Budget and Management internal auditors and state agency internal auditors access to records and employees pertaining to the performance of any contract awarded by a public agency.

Use of Recovery Funds for Travel

Include the following provision in your contracts: "Contractor and its subcontractors are specifically prohibited from using Recovery Act funds for travel outside the service area or county in which the project is located. The exceptions are for travel specifically mandated by the Recovery Act or approved by the senior management of the State Energy Office."

The National Historic Preservation Act (NHPA) - Section 106

As you are aware, your grant is subject to NHPA and your project must undergo a review for compliance with NHPA. In the event that any special conditions were placed on your project as a result of the NHPA review, include any special requirements in your contractor agreements.

National Environmental Policy Act (NEPA)

As you are aware, your grant is subject to NEPA and no activity shall be undertaken until a NEPA determination has been made with respect to your project. In the event that any special conditions were placed on your project as a result of a NEPA review, include any special requirements in your contractor agreements.

Applicable Contract Provisions Required Pursuant to 10 C.F.R. Part 600

If you are a **State or Local Government**, include the applicable provisions of 10 C.F.R. § 600.236(i).

END OF DOCUMENT