

Group Health Cooperative of South Central Wisconsin

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REQUEST FOR PROPOSALS (RFP)

1 – Elevator

Group Health Cooperative of South Central Wisconsin (“GHC-SCW”) has hired **Iconica, Inc. (“Iconica”)** as their Architect, Engineer and Construction Manager and is seeking proposals from qualified construction firms to assist with repair and/or mitigation of GHC-SCW’s Sauk Trails Clinic damaged as a result of the August – September 2018 floods.

GHC-SCW and Iconica will select the qualified firm(s) that is best suited to support and represent GHC-SCW in accordance with the criterion outlined below.

Please submit your Proposals to Iconica, Inc. **via email** no later than **March 15, 2019, at 12:00 p.m. Central Standard Time (CST)**, to Zain Heitz at zain.heizt@iconicacreates.com.

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1. INTRODUCTION AND INFORMATION

1.1 General

It is the intent of Group Health Cooperative of South Central Wisconsin (“GHC-SCW”) to contract with a contractor/vendor, hereafter referred to as the "Contractor", to furnish all materials, equipment and labor for its Sauk Trails Clinic Project (hereinafter the “Project”). All Contractors are responsible for any addendums issued for this Project.

1.2 Project Timeline

RFP Posted	2/26/19
All Questions Due to Iconica	3/11/19 by 10:00 am
All Questions Answered by Iconica	3/13/19 by 2:00 pm
RFP Responses Due from Contractors	3/15/19 by 12:00 pm
GHC-SCW Selection of Contractor (tentative)	3/22/19

1.3 Pre-Proposal and Site Inspection Meeting

If desired, request date and time through Iconica by contacting Zain Heitz at zain.heitz@iconicacreates.com.

1.4 Selection Criteria

Selection based on qualified, responsible and responsive proposer.

1.5 Proposal Questions

All questions related to this RFP must be in writing and received by Zain Heitz, Project Manager, no later than 3/11/19 by 10:00 am. Email questions to zain.heitz@iconicacreates.com. Phone call and faxed questions will not be accepted.

Answers to all written questions will be re-issued in the form of an addendum and entered on the GHC-SCW website, on 3/13/19 by 2:00 pm. It is the responsibility of all interested Contractors to access the web site for this information.

1.6 Project Changes

GHC-SCW reserves the right to make changes to this Project. Any changes in the scope of work shall be mutually agreed upon by the GHC-SCW and the Contractor.

1.7 Project Representative

Contractor shall provide a Project Representative who will act as a single point of contact for GHC-SCW.

1.8 Guarantees and Warranties

Guarantees and warranties on workmanship and materials shall be stated in your proposal.

1.9 Proposal and Performance/Payment Bonds

See Attachment B for a list of requisite guarantees and bond submittals for the Project.

1.10 State of Wisconsin Requirements

This contract shall be subject to the laws of the State of Wisconsin. In connection with the performance of work under this contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Wis. Stat. § 51.01(5), Stats., sexual orientation as defined in Wis. Stat. § 111.32(13m), or national origin.

1.11 Contractor Verification Prior to Award

Contractor's financial solvency may be verified through financial background checks prior to contract award. GHC-SCW reserves the right to reject RFPs based on information obtained through these background checks if it's deemed to be in the best interest of GHC-SCW.

1.12 Insurance Requirements

Contractor shall be responsible for complying with the insurance requirements listed in Appendix D.

1.13 Additional Contract Clauses

Contractor shall be responsible for adhering to the additional clauses outlined in Appendix E, as applicable to the Scope of Work.

1.14 Other

- 1.14.1 All work shall conform to all applicable Industry, Federal, State and Local Laws, Codes, Ordinances, OSHA requirements and Standards.
- 1.14.2 Site protection/cleanup: Contractor is responsible for the proper handling of materials to include discard of debris and keeping the work site clean. Any cutting of sidewalks or parking areas must be patched accordingly. Contractor is responsible for restoring any ground or landscaping disruption due to construction of this Project.
- 1.14.3 All Contractors performing work are required to have a Contractor's License for the State of Wisconsin. All Licenses for any contractors must be current on the day of bidding and throughout the length of the Project.
- 1.14.4 All Contractors must indicate in their proposals if they intend to apply for any rebate incentives from Focus on Energy related to this Project.
- 1.14.5 Rejection of proposals: GHC-SCW reserves the right to accept or reject any or all proposals and to waive any informality in proposals.

2. STATEMENT OF WORK AND REQUIRED SUBMITTALS

2.1 Scope of Work

See Attachment A for the Project’s Scope of Work.

2.2 Submittal Requirements

2.2.1 General Submittal: Contractors shall submit one electronic copy of their proposal to Zain Heitz at zain.heitz@iconicacreatives.com by the deadline stated above.

2.2.2 Valuation of Submittal: GHC-SCW will base its scoring of proposals on the following Score Card criteria:

Factors	Weight/Pts
Contractor Qualifications and Experience	0-30 pts
Pricing in response to Attachment A	0-25 pts
Material and Shop Drawing Lead Times	0-20 pts
Onsite duration to perform work	0-20 pts
Minority, women-owned and other small business participation	0-5 pts

2.2.3 Required Documentation

i. *Main Proposal:*

- Letter of Interest: Provide a letter of interest from a duly authorized representative confirming the Contractor’s active business status and authority to conduct work in the State of Wisconsin. Provide point of contact information for the Contractor’s proposal.
- Contractor Qualification and Experience: Provide a brief history of the company’s formation. Provide project specific experience completed by the Contractor similar to the scope of work described in Attachment A.
- Key Personnel: Provide a brief explanation of Contractor’s key personnel and make up of team that will be responsible for this Project.
- Federal Grant Program Experience: Provide brief history of the Contractor’s experience constructing projects in accordance with disaster

recovery funding requirements.

- Small Business Participation: Provide certification as a minority, woman-owned, or other government certified small business. If inapplicable, provide a brief explanation of how Contractor intends on soliciting small business participation to help meet the needs of this scope of work – if needed.

ii. *Additional Documents:*

- Attachment A (Scope of Work & Pricing Schedule) – Provide a pricing quote for all items listed.
- Attachment B (Bonding Requirements) – Submit a bid guarantee in accordance with Attachment B.
- Attachment C (Addendum Receipts) – Submit a signed copy of Attachment C if any addendums are issued to this RFP.
- Licenses and Certifications – Provide required licenses and certifications necessary to complete the scope of work.

ATTACHMENT A – Scope of Work and Pricing Sheet

RFP 1 – Elevator

Provide materials and labor to repair elevator per the specifications attached hereto.

Supply a list of all mechanical and general construction items not included that must be completed installation.

Elevator equipment room will be relocated to new 1st floor building addition. See plan for location of new room.

Contractor at the jobsite shall abide by all OSHA standards and policies.

Separate out costs for required code upgrades to existing elevator to meet current requirements.

GHC-SCW is a non-profit organization, all materials will be tax-exempt.

Provide a separate detailed cost breakdown sheet.

Include delivery to site, 8202 Excelsior Drive, Madison, WI 53717.

Materials : _____

Labor: _____

Delivery: _____

Code Required Upgrades: _____

Bonds: _____

Total: _____

SECTION 142400 - HYDRAULIC ELEVATORS

PART 1 - GENERAL

1.1 SUMMARY

- A. This section includes the replacement of specific items to one existing hydraulic passenger elevator.
- B. The existing Dover hydraulic elevator was installed in 1994. The basement elevator machine room and basement elevator components were completely flooded in August of 2018. The elevator cab was on 1st floor during the flood and only suffered a few inches of water for a short time during the flood. Items not included in this section have been determined to be reusable. A new elevator machine room will be located remote from the elevator shaft, located on the first floor level, approximately 70 feet from the elevator shaft.

1.2 ACTION SUBMITTALS

- A. Product Data: Include capacities, sizes, performances, operations, safety features, finishes, and similar information.
- B. Shop Drawings:
 - 1. Include plans, elevations, sections, and large-scale details indicating service at each landing; machine room layout; coordination with building structure; relationships with other construction; and locations of equipment.
- C. Samples: For finishes involving color selection.

1.3 INFORMATIONAL SUBMITTALS

- A. Manufacturer Certificates: Signed by elevator manufacturer, certifying that hoistway, pit, and machine room layout and dimensions, as shown on Drawings, and electrical service, as shown and specified, are adequate for elevator system being provided.

1.4 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For elevators to include in emergency, operation, and maintenance manuals.
- B. Inspection and Acceptance Certificates and Operating Permits: As required by authorities having jurisdiction for normal, unrestricted elevator use.

1.5 WARRANTY

- A. Manufacturer's Special Warranty: Manufacturer agrees to repair, restore, or replace elevator work that fails in materials or workmanship within specified warranty period.
 - 1. Warranty Period: One year from date of Substantial Completion.

- B. The Elevator Contractor shall warrant the equipment installed by him under these specifications against defects in materials and workmanship and will correct any defects not due to ordinary wear or tear or improper use or care, which may develop within one year from date each elevator is completed and placed in operation. This warranty is not intended to supplant normal maintenance service and shall not be construed to mean that the Elevator Contractor will provide free service for periodic examination, lubrication, or adjustment due to normal use, beyond that included in the specifications; nor will the Elevator Contractor correct, without charge, breakage, maladjustments, or other trouble arising from abuse, misuse, improper or unbalance power supply characteristics, improper or inadequate maintenance, or any other causes beyond his control.
 - 1. Warranty Period: One year from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Regulatory Requirements: Comply with ASME A17.1/CSA B44.
- B. Accessibility Requirements: Comply with Section 407 in the United States Access Board's ADA-ABA Accessibility Guidelines and with ICC A117.1.

2.2 ELEVATORS

- A. Elevator System, General: Manufacturer's standard elevator systems. Unless otherwise indicated, manufacturers' standard components shall be used, as included in standard elevator systems and as required for complete system.
- B. Elevator Description:
 - 1. Type: Reusable under-the-car single cylinder.
 - 2. Rated Load: 4500 lb .
 - 3. Rated Speed: 110 fpm up, 150 fpm down.
 - 4. Travel: 24'-0" with (3) stops (basement, 1st, 2nd)
 - 5. Operation System: New Selective-collective automatic operation.
 - 6. Auxiliary Operations:
 - a. Standby-power operation.
 - 7. Car Enclosure: Existing to remain as the base bid.
 - 8. Basement Hoistway Entrance: Existing to remain
 - a. Width: 48 inches.
 - b. Height: 84 inches.
 - c. Type: Two-speed side sliding.
 - d. Frames: Existing Satin stainless steel to remain
 - e. Doors: Existing powder-coated steel doors to remain.

2.3 SYSTEMS AND COMPONENTS

- A. Pump Units: Positive-displacement type with a maximum of 10 percent variation between no load and full load and with minimum pulsations.
 - 1. New pump shall be submersible type with submersible squirrel-cage induction motor, and shall be suspended inside oil tank from vibration isolation mounts
 - 2. New motor shall have solid-state, soft starting.
 - a. Power Supply: 480V, 60 Hz, 3 phase.
 - 3. Motor shall have variable-voltage, variable-frequency control.

Selector System: New steel selector tape
- B. Traveling Cable: New traveling cable.
- C. Hoistway Wiring: New Hoistway wiring.
- D. Inspection Station: New Inspection Station.
- E. Door Operator: New HD door operator.
- F. New Piping between elevator shaft and remote machine room: Size, type, and weight of piping as recommended by elevator manufacturer, with flexible connectors to minimize sound and vibration transmissions from power unit.
 - 1. Cylinder units shall be connected with dielectric couplings.
- G. New Hydraulic Fluid: Elevator manufacturer's standard fire-resistant fluid with additives as needed to prevent oxidation of fluid, corrosion of cylinder and other components, and other adverse effects.

2.4 OPERATION SYSTEMS

General: Provide a new manufacturer's standard microprocessor operation system with Phase I emergency recall operation.

- A. Auxiliary Operations: Standby-Power Operation: On activation of standby power, car is returned to First floor and parked with door open.

2.5 DOOR-REOPENING DEVICES

- A. Provide new electronic door edge.

2.6 CAR ENCLOSURES

- A. General: Provide as an alternate price, new plastic laminate cab wall panels.
 - 1. Reuse existing railings.
 - 2. Existing ceiling and lighting to remain

- B. Materials and Finishes: Manufacturer's standards, but not less than the following:
 - 1. Plastic-Laminate Wall Panels: Plastic laminate adhesively applied to 1/2-inch fire-retardant-treated particleboard and manufacturer's standard protective edge trim. Panels have a flame-spread index of 25 or less, when tested according to ASTM E 84. Plastic-laminate color, texture, and pattern as selected by Design-Builder from elevator manufacturer's full range.

2.7 SIGNAL EQUIPMENT

- A. General: Provide new hall-call and car-call buttons that light when activated and remain lit until call has been fulfilled. Provide buttons and lighted elements illuminated with LEDs.
- B. Car-Control Stations: Provide a new manufacturer's standard recessed car-control station. Mount in return panel adjacent to car door unless otherwise indicated.
 - 1. Provide "No Smoking" sign matching car-control station, either integral with car-control station or mounted adjacent to it, with text and graphics as required by authorities having jurisdiction.
- C. Emergency Communication System: New two-way voice communication system, with visible signal, which dials preprogrammed number of monitoring station and does not require handset use. System is contained in flush-mounted cabinet, with identification, instructions for use, and battery backup power supply.
- D. Car Position Indicator: Provide new illuminated, digital-type car position indicator, located above car door or above car-control station. Also, provide audible signal to indicate to passengers that car is either stopping at or passing each of the floors served. Include travel direction arrows if not provided in car-control station.
- E. Hall Push-Button Stations: Provide a new stainless steel hall push-button station at all (3) landings.
- F. Hall Lanterns: New units with illuminated arrows; however, provide single arrow at terminal landings. Provide the following:
 - 1. Manufacturer's standard wall-mounted units, for mounting above entrance frames.
- G. Hall Annunciator: With each new hall lantern, provide audible signals indicating car arrival and direction of travel. Signals sound once for up and twice for down.
- H. New Emergency Pictorial Signs: Fabricate from materials matching hall push-button stations, with text and graphics as required by authorities having jurisdiction, indicating that in case of fire, elevators are out of service and exits should be used instead. Provide one sign at each hall push-button station unless otherwise indicated.

2.8 FINISH MATERIALS

- A. Cold-Rolled Steel Sheet: ASTM A 1008/A 1008M, commercial steel, Type B, exposed, matte finish.

- B. Hot-Rolled Steel Sheet: ASTM A 1011/A 1011M, commercial steel, Type B, pickled.
- C. Stainless-Steel Sheet: ASTM A 240/A 240M, Type 304.
- D. Stainless-Steel Bars: ASTM A 276, Type 304.
- E. Stainless-Steel Tubing: ASTM A 554, Grade MT 304.
- F. Aluminum Extrusions: ASTM B 221 (ASTM B 221M), Alloy 6063.
- G. Plastic Laminate: High-pressure type complying with NEMA LD 3, Type HGS or Type HGL.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Sound Isolation: Mount rotating and vibrating equipment on vibration-isolating mounts to minimize vibration transmission to structure and structure-borne noise due to elevator system.
- B. Lubricate operating parts of systems as recommended by manufacturers.
- C. Leveling Tolerance: 1/4 inch, up or down, regardless of load and travel direction.
- D. Locate hall signal equipment for elevators as follows unless otherwise indicated:
 - 1. Locate hall push-button stations in the location of existing push button stations.
 - 2. Place hall lanterns either above or beside each hoistway entrance.
 - 3. Mount hall lanterns at a minimum of 72 inches above finished floor.

3.2 FIELD QUALITY CONTROL

- A. Acceptance Testing: On completion of elevator installation and before permitting elevator use (either temporary or permanent), perform acceptance tests as required and recommended by ASME A17.1/CSA B44 and by governing regulations and agencies.

3.3 DEMONSTRATION

- A. Engage a factory-authorized service representative to train Owner's maintenance personnel to operate, adjust, and maintain elevator(s).
 - 1. Review emergency provisions and train Owner's personnel in procedures to follow in identifying sources of operational failures or malfunctions.

END OF SECTION 142400

GHC - SAUK CLINIC RECOVERY

8202 EXCELSIOR DR, MADISON, WI 53717
 GROUP HEALTH COOPERATIVE
 1285 JOHN O. HAMMONS
 MADISON, WI 53717

Issue	Description	Date
ELEVATOR RFP		02-22-19

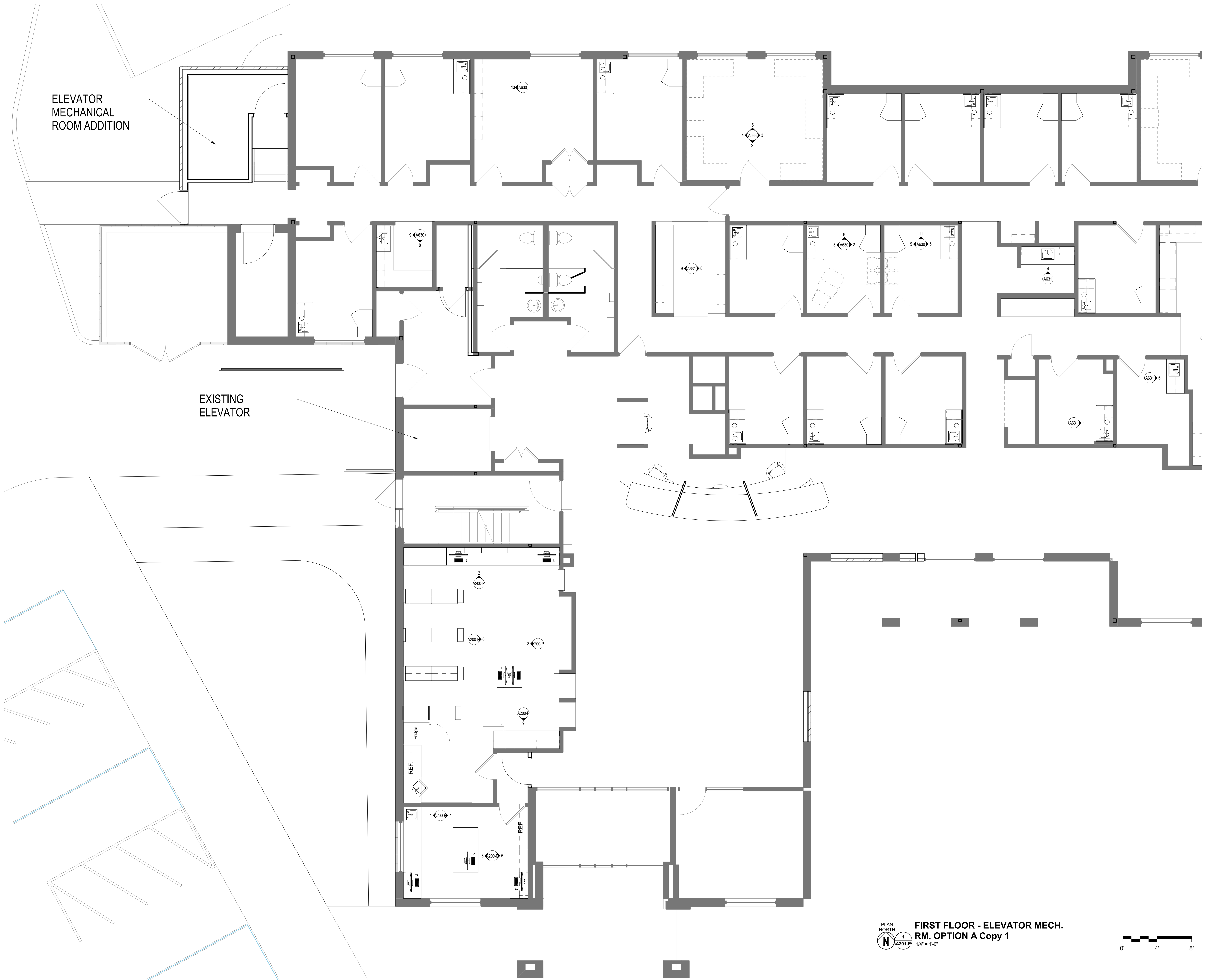
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Sheet Title
**FIRST FLOOR
 ELEVATOR MECH.
 RM. ADDITION**

Project Number: 20180920
 Sheet Number

A201-E



PLAN NORTH
**FIRST FLOOR - ELEVATOR MECH.
 RM. OPTION A Copy 1**
 1/4" = 1'-0"



ATTACHMENT B – Bonding Requirements

The Contractor shall be responsible for submitting a bid guarantee with their proposal. If selected, the Contractor shall be responsible for submitting a performance and payment bond prior to contracting with GHC-SCW.

- a. A **bid guarantee** from each bidder equivalent to five percent of the bid price.

The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

- b. A **performance bond** on the part of the contractor for 100 percent of the contract price.

A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

- c. A **payment bond** on the part of the contractor for 100 percent of the contract price.

A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

ATTACHMENT C

(If Addendums exist for this project, please sign and date and send with your Proposal. Do not submit this form if there are no addendums issued.)

The undersigned acknowledges receipt of the following addendum:

Addendum #1 _____ Initials _____

Addendum #2 _____ Initials _____

Addendum #3 _____ Initials _____

Addendum #4 _____ Initials _____

ATTACHMENT D – Insurance Requirements

(Potential contractors are required to meet the following insurance requirements in order to be awarded a contract. There is no need to sign or mail it back.)

The Contractor shall not commence work under this contract until all insurance required under this paragraph is obtained and such insurance has been approved by GHC-SCW. Notwithstanding any provisions of this section, and for purposes of this agreement, contractor acknowledges that its potential liability is not limited to the amounts of insurance coverage it maintains or to the limits required herein.

(1) Worker's Compensation Insurance and Employers Liability.

1.1.1 State Statutory workers' compensation Limits

1.1.2 Employer Liability: \$100,000 each accident.

(2) Commercial General Liability.

2.1.3 Each Occurrence Limit \$1,000,000

2.1.4 General Aggregate \$2,000,000

2.1.5 Products/Completed Operations Aggregate \$2,000,000

2.1.6 Personal Injury and Advertising Liability Limit \$1,000,000

(3) Business Automobile Liability. Business Automobile Liability covering all owned, hired, and non-owned vehicles.

2.1.7 Limits of Insurance: \$1,000,000 per occurrence for bodily injury and property damage.

(4) Excess/Umbrella Liability. This coverage shall be in excess of the underlying automobile and general liability insurance.

2.1.8 Limit of Insurance: \$1,000,000 per occurrence; \$1,000,000 aggregate.

Additional Insured

The Contractor agrees that all liability coverage policies other than professional liability shall name GHC-SCW as additional insured's with respects to: liability arising out of activities performed by or on behalf of the vendor/contractor: products and completed operations of vendor/contractor; premises owned, occupied or used by vendor; or automobiles owned, leased, hired or borrowed by vendor. The coverage shall contain no special limitations on the scope of protection to GHC-SCW.

Adjustments to Insurance Coverage

The limits of liability as set forth herein shall be periodically reviewed and adjustments made so as to provide insurance coverage in keeping with increases in the Consumer Price Index and what is deemed to be prudent and reasonable by GHC-SCW or its representatives. In the event that GHC-SCW determines

that the limits need to be adjusted at some time after the initial term of the contract, GHC-SCW shall give notice to the contractor in writing of the new limits and the Contractor shall make such adjustments to its insurance coverage within 60 day of such notice.

Subcontractor

Subcontractors of the Contractor shall also be in compliance with these requirements, including but not limited to, the submittal of a Certificate of Insurance that meet the same requirement outlined for the Outside Contractor.

Waiver of Subrogation

Contractor shall waive all subrogation rights against GHC-SCW on all policies required under this requirement.

Cancellation Notice

GHC-SCW will be given 30 days' notice in advance of cancellation, non-renewal, or material change in coverage.

Proof of Insurance

A valid Certificate of Insurance shall be issued to "GHC-SCW" prior to commencement of work and meeting the requirements listed to avoid any interruption of normal business services and transactions. Certificates must bear the signature of the insurer's authorized representative.

ATTACHMENT E – Additional Contract Clauses

(Potential contractors are required to meet the following contract obligations in addition to the GHC-SCW contract.)

The Contractor and any sub-contractors acquired to provide services arising out of this RFP agree to abide by the following clauses and requirements:

1. **Disadvantaged Business Enterprises (DBE) and Labor Surplus Firms.** The following affirmative steps should be taken to ensure small businesses, minority and women’s owned businesses (DBEs), and labor surplus area firms (LSA) are used when possible:
 - a. Place DBEs/LSAs on solicitation lists and solicit to them when they are a potential source.
 - b. Use the services of organizations such as the Small Business Administration and the Minority Business Development Agency.
 - c. When economically feasible, divide total requirements into smaller tasks or quantities and establish delivery schedules.
 - d. Require subcontractors to follow these affirmative steps.

2. **Suspension and Debarment.**
 - a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required, and will, verify that neither Contractor, its principals (defined at 2 C.F.R. § 180.995), nor its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
 - b. The Contractor will comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - c. Contractor’s certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Wisconsin, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - d. The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period this Agreement. The Contractor further agrees to include a provision requiring such compliance in its lower-tier covered transactions.

3. **Access to Records.** The following access to records requirements apply to this contract:
 - a. The Contractor agrees to provide GHC-SCW, the State, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
 - b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

- c. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
4. **DHS Seals, Logos, and Flags.** The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
5. **Compliance with Federal Law, Regulations, and Executive Orders.** The Contractor acknowledges that FEMA financial assistance will be used to fund the contract only. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
6. **No Obligation by Federal Government.** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.
7. **Program Fraud and False or Fraudulent Statements or Related Acts.** The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor actions pertaining to this Agreement.
8. **Procurement of Recovered Materials.** As required by federal program legislation, Contractor agrees to the following:
 - a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
 - i. competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii. meeting contract performance requirements; or
 - iii. at a reasonable price.
 - b. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
9. **Equal Employment Opportunity.** During the performance of this Agreement, the Contractor agrees as follows:
 - a. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - b. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

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

10. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

- a. The Contractor certifies to GHC-SCW that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. The required Certification must be provided as an addendum to any Agreement arising from this procurement.
- b. Contractor will also ensure that each tier of subcontractor(s) shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures will be forwarded from tier-to-tier up to GHC-SCW.

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

- a. Overtime requirements. The Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall not require nor 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.

- b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the 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 (a) 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 (a) of this section.
- c. Withholding for unpaid wages and liquidated damages. GHC-SCW 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) of this section.
- d. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) 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 (a) through (d) of this section.

12. Clean Air Act and Federal Water Pollution Control Act. As required by Federal program legislation: Contractor agrees to comply with the following federal requirements:

- a. Clean Air Act.
 - i. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. 7401 et seq.
 - ii. The Contractor agrees to report each violation to GHC-SCW and understands and agrees that GHC-SCW will, in turn, report each violation as required to assure notification to the State, the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
 - iii. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
- b. Federal Water Pollution Control Act
 - i. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
 - ii. The Contractor agrees to report each violation to GHC-SCW and understands and agrees that GHC-SCW will, in turn, report each violation as required to assure notification to the State, the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

- iii. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.