

Instructions
&
Specifications
For
The Annual
Material Bid

Bid Number 2010-001



Hardin County Water District No. 2
Elizabethtown, Kentucky

Tuesday, February 9, 2010

Scott Clark, Administrative/Customer Service Manager
(270) 737-1056 ext. 301

Information to Bidders

1. ACCEPTANCE OF BIDS

Hardin County Water District No. 2 (the District) reserves the right to accept the bid or proposal deemed lowest and best evaluated as deemed by the Hardin County Water District No. 2's Board of Commissioners. The District reserves the right to waive any informalities or minor defects in a bid or to reject any or all bids or proposals.

2. SUBMITTING BIDS

- A. The bid must be received by the District at 360 Ring Road, Elizabethtown, Kentucky on Tuesday, February 9, 2010 by 10:30 am local time. Any bid received after the specified time shall be disqualified.
- B. Each bid must be in a sealed envelope and have typed on the envelope, SEALED BID, with the opening date and time. The District assumes no responsibility for the premature opening of or failure to open bids not properly addressed or identified.
- C. An authorized representative may withdraw their bid at any time up to the opening time of the bid, but no bid may be withdrawn when the opening process has started.
- D. The District will not be responsible for errors or omissions on the part of bidders in making up their bids. All bids must be signed by an authorized representative and any bid received unsigned will be rejected.
- E. All bids must be submitted in accordance with the specifications listed. The bidder must note any exceptions to the specification on the Bid Form, otherwise it is determined that the bidder meets the specification listed.
- F. Bids must be completed in ink or type written. Failure to do so will result in the rejection of the bid.
- G. Because this packet contains the terms, conditions, and specifications for the bid, the entire packet must be returned. An authorized agent must initial at the bottom of each page acknowledging that they have read the entire page.

- H. All prices quoted shall be on a delivery prepaid basis to the District's Customer Service Center located at 360 Ring Road, Elizabethtown, KY 42701.
- I. Bidders are invited to attend the public bid opening, and to review the complete bid files after the bids have been opened. The District will also prepare and mail a bid tabulation showing all vendors' prices.
- J. If a bidder is not bidding on a particular item or items, that fact must be clearly stated.
- K. Do not add or include Kentucky sales and/or use tax. The District will furnish the necessary exemption certificate, upon request.
- L. The District shall make payment within forty-five-days after delivery of materials.
- M. It is the District's intention to award the bid on a per item basis.
- N. Bidders must comply with President's Order Nos. 11246 and 11375, which prohibit discrimination in employment on grounds of race, color, national origin, religion, age, handicap and sex. Bidders must comply with the requirements as to minimum wage rates to be paid under the contract (if applicable), Anti-Kickback Act, Section 3, Segregated Facility, Section 109 and Title VI Civil Rights Act of 1964 and Contract Work Hours Standard Act. Minority bidders are encouraged to bid.

3. ADDENDA TO SPECIFICATIONS

The District reserves the right to issue addenda for the purpose of modifying the documents referred herein at any time prior to the day and time set for the opening.

4. QUALIFICATIONS OF BIDDERS

The bidder may be required, before the award of the bid, to show to the complete satisfaction of the District that it has the necessary resources, facilities, and ability to provide the services specified. The bidder may also be required to give a past history and references in order to satisfy the District in regard to the bidder's qualifications. Should the bidder be deemed unsatisfactory the bid will be rejected.

Specification and Special Instructions

1. SPECIFICATIONS

Listed below is a list of specific specifications that must be followed:

- A. The bidder in calculating the unit price must deduct trade, payment terms, and/or quantity discounts. The unit price on each bid item must be net.
- B. All materials purchased from and delivered by the bidder must be the type and brand name specified on the attached Bid Form, unless otherwise agreed upon by the District.
- C. All materials delivered by the bidder must be new and cannot be "second" quality or a "factory reject." The District will not accept any materials previously delivered to another customer and returned to the vendor for any reason.
- D. Delivery shall be made to the District within thirty-days after the order has been placed. If the vendor does not make delivery within the specified thirty-days, the District reserves the right to cancel the order and purchase the items from another bidder.
- E. All valves, cast iron, and ductile iron fittings must be bid without accessory packs, accessory packs are a separate bid item.
- F. The District will only accept Kennedy, Mueller, Clow, and M & H, for bidding purposes of gate and/or tapping valves.
- G. The District will only accept Tyler, U.S. Pipe & Foundry, Clow, Union Foundry Co. and American for bidding purposes on the ductile and cast iron fittings.
- H. All materials must meet AWWA and/or the District's specifications and standards.
- I. For the purpose of the PVC bell joint clamps, a bidder may bid an equal product.
- J. The District will only accept Ford Meter Box Company for CTS couplings, setters, saddles and other brass items.
- K. A bidder may be Kennedy or Mueller fire hydrants. All fire hydrants are to use stainless steel bolts and be painted national blue.
- L. The District will accept Cascade Omega series extended range couplings as equal to the items specified on the bid form.

M. Vendors must note the O.D. ranges and the type of pipe covered in those ranges on all their tapping sleeves and repair clamps.

2. TERM OF CONTRACT

The term of this contract shall be for a period of one (1) year, from February 2010 to February 2011, unless terminated, canceled or extended.

3. TERMINATION OF CONTRACT

This contract may be terminated in whole or in part at any time by the District, with or without cause, by giving at least a thirty-day advance written notice to the bidder. The District allows the bidder to do the same.

4. ADDITIONAL ITEMS

The District plans to use some of these materials for the use of grant construction contracts which require additional guidelines. Please see attached "Supplemental General Conditions for Federal Assisted Construction Contracts". Complete Attachment 10 & 11 and return.

Revised: October 29, 2007

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 4**

SUPPLEMENTAL GENERAL CONDITIONS

FOR

FEDERALLY ASSISTED CONSTRUCTION CONTRACTS

EPA SPECIAL CONDITIONS

The attached instructions and regulations as listed below shall be incorporated into the Specifications and comprise EPA's Special Conditions.

EPA Special Provisions	Attachment Number 1
Requirements for Subagreements Awarded by Prime Contractors	Attachment Number 2
40 CFR 31.36 (Procurement)	Attachment Number 3
Equal Employment Opportunity (EEO) Documents:	
Notice of Requirement for Affirmative Action	Attachment Number 4
Contract Specifications (Executive Order 11246)	Attachment Number 5
EEO Goals for Region 4 Economic Areas	Attachment Number 6
Special Notice #1 - Check List of EEO Documentation	Attachment Number 7
Employer Information Report EEO-1 (SF 100)	Attachment Number 8
Labor Standards Provisions for Federally Assisted Construction, EPA Form 5720-4	Attachment Number 9
Certifications	
Debarment, Suspension and Other Responsibility Matters	Attachment Number 10
Anti-lobbying	Attachment Number 11
Utilization of Small, Minority and Women's Businesses	Attachment Number 12
Region 4 Disadvantaged Business Enterprise (DBE)	
Negotiated Rates as of October 1, 2006	Attachment Number 13
Bonds and Insurance	Attachment Number 14

These special conditions shall supersede any conflicting provisions of this contract.

EPA SPECIAL PROVISIONS

- (a) The construction of the project shall conform to the applicable requirements for state, territorial and local laws and ordinances to the extent that such requirements do not conflict with Federal laws.
- (b) The EPA shall have access to the site and the project.
- (c) Any contract(s) awarded under this invitation for Bids are expected to be funded in part by a grant from the U.S. Environmental Protection Agency. Neither the United States nor any of its departments, agencies or employees are or will be a part to this Invitation for Bids or any resulting contract.
- (d) The "Method of Award " is to the lowest responsible responsive bidder
- (e) A statement that the bidder must make positive efforts to use small and minority owned business and women business enterprises.

REQUIREMENTS FOR SUBAGREEMENTS
AWARDED BY A PRIME CONTRACTOR

A contractor must comply with the following provisions in its award of subagreements. (This section does not apply to a supplier's procurement of materials to produce equipment, materials and catalog, off-the-shelf, or manufactured items.)

- (a) 40 CFR Part 32 (Debarment and Suspension Under EPA Assistance Programs);
- (b) The limitations and subagreement award in 40 CFR 31.35, and 31.36(i) (3,4,6,10,12) ;
- (c) The requirement for small, small rural, minority, women's and labor surplus area business in 40 CFR 31.36(e);
- (d) The specifications requirements of 40 CFR 31.36(c) (1);
- (e) The Federal cost principles in 40 CFR 31.22 and 31.36(f)(3);
- (f) The prohibited types of subagreements in 40 CFR 31.36(f)(4);
- (g) 40 CFR Part 34 (Anti-Lobbying under EPA Assistance Programs).

TITLE 40--PROTECTION OF ENVIRONMENT
CHAPTER I--ENVIRONMENTAL PROTECTION AGENCY

**PART 31--UNIFORM ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND
COOPERATIVE AGREEMENTS TO STATE AND LOCAL GOVERNMENTS**

Subpart C--Post-Award Requirements

Sec. 31.36 Procurement.

(a) States. When procuring property and services under a grant, a State will follow the same policies and procedures it uses for procurements from its non-Federal funds. The State will ensure that every purchase order or other contract includes any clauses required by Federal statutes and executive orders and their implementing regulations. Other grantees and subgrantees will follow paragraphs (b) through (i) in this section.

(b) Procurement standards. (1) Grantees and subgrantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable federal law, the standards identified in this section, and if applicable, Sec. 31.38.

(2) Grantees and subgrantees will maintain a contract administration system which ensures that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(3) Grantees and subgrantees will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer or agent of the grantee or subgrantee shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- (i) The employee, officer or agent,
- (ii) Any member of his immediate family,
- (iii) His or her partner, or

(iv) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or subgrantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements. Grantee and subgrantees may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrantee's officers, employees, or agents, or by contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

(4) Grantee and subgrantee procedures will provide for a review of proposed procurements to avoid purchase of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other

appropriate analysis to determine the most economical approach.

(5) To foster greater economy and efficiency, grantees and subgrantees are encouraged to enter into State and local intergovernmental agreements for procurement or use of common goods and services.

(6) Grantees and subgrantees are encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(7) Grantees and subgrantees are encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(8) Grantees and subgrantees will make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

(9) Grantees and subgrantees will maintain records sufficient to detail the significant history of a procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(10) Grantees and subgrantees will use time and material type contracts only--

(i) After a determination that no other contract is suitable, and

(ii) If the contract includes a ceiling price that the contractor exceeds at its own risk.

(11) Grantees and subgrantees alone will be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to source evaluation, protests, disputes, and claims. These standards do not relieve the grantee or subgrantee of any contractual responsibilities under its contracts. Federal agencies will not substitute their judgment for that of the grantee or subgrantee unless the matter is primarily a Federal concern. Violations of law will be referred to the local, State, or Federal authority having proper jurisdiction.

(12) Grantees and subgrantees will have protest procedures to handle and resolve disputes relating to their procurements and shall in all instances disclose information regarding the protest to the awarding agency. A protestor must exhaust all administrative remedies with the grantee and subgrantee before pursuing a protest with the Federal agency. Reviews of protests by the Federal agency will be limited to:

(i) Violations of Federal law or regulations and the standards of this section (violations of State or local law will be under the jurisdiction of State or local authorities) and

(ii) Violations of the grantee's or subgrantee's protest procedures for failure to review a complaint or protest. Protests received by the Federal agency other than those specified above will be referred to the grantee or subgrantee.

(c) Competition. (1) All procurement transactions will be conducted in a manner providing full and open competition consistent with the standards of Sec. 31.36. Some of the situations considered to be restrictive of competition include but are not limited to:

(i) Placing unreasonable requirements on firms in order for them to qualify to do business,

(ii) Requiring unnecessary experience and excessive bonding,

- (iii) Noncompetitive pricing practices between firms or between affiliated companies,
- (iv) Noncompetitive awards to consultants that are on retainer contracts,
- (v) Organizational conflicts of interest,
- (vi) Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance of other relevant requirements of the procurement, and
- (vii) Any arbitrary action in the procurement process.

(2) Grantees and subgrantees will conduct procurements in a manner that prohibits the use of statutorily or administratively imposed in-State or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts State licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criteria provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(3) Grantees will have written selection procedures for procurement transactions. These procedures will ensure that all solicitations:

(i) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured, and when necessary, shall set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equal" description may be used as a means to define the performance or other salient requirements of a procurement. The specific features of the named brand which must be met by offerors shall be clearly stated; and

(ii) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(4) Grantees and subgrantees will ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, grantees and subgrantees will not preclude potential bidders from qualifying during the solicitation period.

(5) Construction grants awarded under Title II of the Clean Water Act are subject to the following "Buy American" requirements in paragraphs (c)(5) (i)-(iii) of this section. Section 215 of the Clean Water Act requires that contractors give preference to the use of domestic material in the construction of EPA-funded treatment works.

(i) Contractors must use domestic construction materials in preference to nondomestic material if it is priced no more than 6 percent higher than the bid or offered price of the nondomestic material, including all costs of delivery to the construction site and any applicable duty, whether or not assessed. The grantee will normally base the computations on prices and costs in effect on the date of opening bids or proposals.

(ii) The award official may waive the Buy American provision based on factors the award official considers relevant, including:

- (A) Such use is not in the public interest;
- (B) The cost is unreasonable;
- (C) The Agency's available resources are not sufficient to implement the provision, subject to the Deputy Administrator's concurrence;
- (D) The articles, materials or supplies of the class or kind to be used or the articles, materials or supplies from which they are manufactured are not mined, produced or manufactured in the United States in sufficient and reasonably available commercial quantities or satisfactory quality for the particular project; or
- (E) Application of this provision is contrary to multilateral government procurement agreements, subject to the Deputy Administrator's concurrence.

(iii) All bidding documents, subagreements, and, if appropriate, requests for proposals must contain the following "Buy American" provision: In accordance with section 215 of the Clean Water Act (33 U.S.C. 1251 et seq.) and implementing EPA regulations, the contractor agrees that preference will be given to domestic construction materials by the contractor, subcontractors, materialmen and suppliers in the performance of this subagreement.

(d) Methods of procurement to be followed--(1) Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other properties that do not cost more than the simplified acquisition threshold fixed at 41 U.S.C. 403(11) (currently set at \$100,000). If small purchase procedures are used, price or rate quotations shall be obtained from an adequate number of qualified sources.

(2) Procurement by sealed bids (formal advertising). Bids are publicly solicited and a firm-fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in 31.36(d)(2)(i) apply.

(i) In order for sealed bidding to be feasible, the following conditions should be present:

- (A) A complete, adequate, and realistic specification or purchase description is available;
- (B) Two or more responsible bidders are willing and able to compete effectively and for the business; and

(C) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(ii) If sealed bids are used, the following requirements apply:

(A) The invitation for bids will be publicly advertised and bids shall be solicited from an adequate number of known suppliers, providing them sufficient time prior to the date set for opening the bids;

(B) The invitation for bids, which will include any specifications and pertinent attachments, shall define the items or services in order for the bidder to properly respond;

(C) All bids will be publicly opened at the time and place prescribed in the invitation for bids;

(D) A firm fixed-price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs shall be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

(E) Any or all bids may be rejected if there is a sound documented reason.

(3) Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed-price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

(i) Requests for proposals will be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals shall be honored to the maximum extent practical;

(ii) Proposals will be solicited from an adequate number of qualified sources;

(iii) Grantees and subgrantees will have a method for conducting technical evaluations of the proposals received and for selecting awardees;

(iv) Awards will be made to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

(v) Grantees and subgrantees may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(4) Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source, or after solicitation of a number of sources, competition is determined inadequate.

(i) Procurement by noncompetitive proposals may be used only when the award of a contract is infeasible under small purchase procedures, sealed bids or competitive proposals and one of the following circumstances applies:

(A) The item is available only from a single source;

(B) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;

(C) The awarding agency authorizes noncompetitive proposals; or

(D) After solicitation of a number of sources, competition is determined inadequate.

(ii) Cost analysis, i.e., verifying the proposed cost data, the projections of the data, and the evaluation of the specific elements of costs and profits, is required.

(iii) Grantees and subgrantees may be required to submit the proposed procurement to the awarding agency for pre-award review in accordance with paragraph (g) of this section.

(e) Contracting with small and minority firms, women's business enterprise and labor surplus area firms.

(1) The grantee and subgrantee 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, and the Minority Business Development Agency of the Department of Commerce; and

(vi) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (e)(2) (i) through (v) of this section.

(f) Contract cost and price.

(1) Grantees and subgrantees must perform a cost or price analysis in connection with every procurement action including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, grantees must make independent estimates before receiving bids or proposals. A cost analysis must be performed when the offeror is required to submit the elements of his estimated cost, e.g., under professional, consulting, and architectural engineering services contracts. A cost analysis will be necessary when adequate price competition is lacking, and for sole source procurements, including contract modifications or change orders, unless price reasonableness can be established on the basis of a catalog or market price of a commercial product sold in substantial quantities to the general public or based on prices set by law or regulation. A price analysis will be used in all other instances to determine the reasonableness of the proposed contract price.

(2) Grantees and subgrantees will negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration will be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(3) Costs or prices based on estimated costs for contracts under grants will be allowable only to the extent that costs incurred or cost estimates included in negotiated prices are consistent with Federal cost principles (see Sec. 31.22). Grantees may reference their own cost principles that comply with the applicable Federal cost principles.

(4) The cost plus a percentage of cost and percentage of construction cost methods of contracting shall not be used.

(g) Awarding agency review.

(1) Grantees and subgrantees must make available, upon request of the awarding agency, technical specifications on proposed procurements where the awarding agency believes such review is needed to ensure that the item and/or service specified is the one being proposed for purchase. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the grantee or subgrantee desires to have the review accomplished after a solicitation has been developed, the awarding agency may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

(2) Grantees and subgrantees must on request make available for awarding agency pre-award review procurement documents, such as requests for proposals or invitations for bids, independent cost estimates, etc. when:

(i) A grantee's or subgrantee's procurement procedures or operation fails to comply with the procurement standards in this section; or

(ii) The procurement is expected to exceed the simplified acquisition threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation; or

(iii) The procurement, which is expected to exceed the simplified acquisition threshold, specifies a "brand name" product; or

(iv) The proposed award is more than the simplified acquisition threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or

(v) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the simplified acquisition threshold.

(3) A grantee or subgrantee will be exempt from the pre-award review in paragraph (g)(2) of this section if the awarding agency determines that its procurement systems comply with the standards of this section.

(i) A grantee or subgrantee may request that its procurement system be reviewed by the awarding agency to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews shall occur where there is a continuous high-dollar funding, and third-party contracts are awarded on a regular basis.

(ii) A grantee or subgrantee may self-certify its procurement system. Such self-certification shall not limit the awarding agency's right to survey the system. Under a self-certification procedure, awarding agencies may wish to rely on written assurances from the grantee or subgrantee that it is complying with these standards. A grantee or subgrantee will cite specific procedures, regulations, standards, etc., as being in compliance with these requirements and have its system available for review.

(h) Bonding requirements. For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold, the awarding agency may accept the bonding policy and requirements of the grantee or subgrantee provided the awarding agency has made a determination that the awarding agency's interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:

(1) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall 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 his bid, execute such contractual documents as may be required within the time specified.

(2) 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.

(3) 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.

(i) Contract provisions. A grantee's and subgrantee's contracts must contain provisions in paragraph (i) of this section. Federal agencies are permitted to require changes, remedies,

changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy.

(1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)

(2) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

(3) Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees)

(4) Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). (All contracts and subgrants for construction or repair)

(5) Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 awarded by grantees and subgrantees when required by Federal grant program legislation)

(6) Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers)

(7) Notice of awarding agency requirements and regulations pertaining to reporting.

(8) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.

(9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.

(10) Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

(11) Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

(12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)

(13) Mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

(j) Payment to consultants.

(1) EPA will limit its participation in the salary rate (excluding overhead) paid to individual consultants retained by grantees or by a grantee's contractors or subcontractors to the maximum daily rate for a GS-18. (Grantees may, however, pay consultants more than this amount). This limitation applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed; grantees will pay these in accordance with their normal travel reimbursement practices. (Pub. L. 99-591).

(2) Subagreements with firms for services which are awarded using the procurement requirements in this part are not affected by this limitation.

(k) Use of the same architect or engineer during construction.

(1) If the grantee is satisfied with the qualifications and performance of the architect or engineer who provided any or all of the facilities planning or design services for a waste-water treatment works project and wishes to retain that firm or individual during construction of the project, it may do so without further public notice and evaluation of qualifications, provided:

(i) The grantee received a facilities planning (Step 1) or design grant (Step 2), and selected the architect or engineer in accordance with EPA's procurement regulations in effect when EPA awarded the grant; or

(ii) The award official approves noncompetitive procurement under Sec. 31.36(d)(4) for reasons other than simply using the same individual or firm that provided facilities planning or design services for the project; or

(iii) The grantee attests that:

(A) The initial request for proposals clearly stated the possibility that the firm or individual selected could be awarded a subagreement for services during construction; and

(B) The firm or individual was selected for facilities planning or design services in accordance with procedures specified in this section.

(C) No employee, officer or agent of the grantee, any member of their immediate families, or their partners have financial or other interest in the firm selected for award; and

(D) None of the grantee's officers, employees or agents solicited or accepted gratuities, favors or anything of monetary value from contractors or other parties to subagreements.

(2) However, if the grantee uses the procedures in paragraph (k)(1) of this section to retain an architect or engineer, any Step 3 subagreements between the architect or engineer and the grantee must meet all of the other procurement provisions in Sec. 31.36.

[53 FR 8068 and 8087, Mar. 11, 1988, and amended at 53 FR 8075, Mar. 11, 1988; 60 FR 19639, 19644, Apr. 19, 1995; 66 FR 3794, Jan. 16, 2001]

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE
EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)**

The following excerpts are from 45 FR 65984 (October 3, 1980):

“The minority and female goals apply to Federal and federally assisted construction contractors and subcontractors which have covered contracts. The goals are expressed as a percentage of the total hours worked by such a covered's or subcontractor's entire onsite construction workforce which is working on any construction site within a relevant area. The goal applies to each construction craft and trade in the contractor's entire workforce in the relevant area including those employees working on private nonfederally involved projects.

Until further notice, the following goals for minority utilization in each construction craft and trade shall be included in all Federal or federally assisted construction contracts and subcontracts in excess of \$10,000 to be performed in the respective geographic area. The goals are applicable to each nonexempt contractor's total onsite construction workforce, regardless of whether or not part of that workforce is performing work on a Federal, federally assisted or nonfederally related project, contract or subcontract.

Construction contractors which are participating in an approved Hometown Plan (see 41 CFR 60-4.5) are required to comply with the goals of the Hometown Plan with regard to construction work they perform in the area covered by the Hometown Plan. With regard to all their other covered construction work, such contractors are required to comply” as follows:

- Goals for female participation in each trade.....6.9%
- Goals for minority participation in each trade.....Insert goals for each year
(see Attachment Number 6)

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or Federally assisted) performed in the covered area.

The following excerpts are from 45 FR 65977 (October 3, 1980):

“The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minority and women evenly on each of its projects. The

transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is (insert description of the geographical areas where the contract is to be performed giving the state, country, and city, if any)."

**STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION
CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)**

EEO Specifications

Following is the standard language which must be incorporated into all solicitations for offers and bids on all Federal and Federally assisted construction contracts or subcontracts in excess of \$10,000 to be performed in designated geographical areas:

1. As used in these specifications:
 - a. “Covered Area” means the geographical area described in the solicitation from which this contract resulted.
 - (b) “Director” means Director, Office of Federal Contract Compliance Program, United States Department of Labor, or any person to whom the Director delegates authority;
 - (c) “Employer identification number” means the Federal Social Security number used on the Employer’s Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - (d) “Minority” includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains

the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take a good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7-a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative action to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative actions steps at least as extensively as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the contractor may have taken.
 - d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligation.
 - e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources complied under 7-b above.
 - f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the

- g. Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- h. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, lay-off, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foreman, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- i. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- j. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- k. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.
- l. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- m. Conduct, at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

- n. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that EEO policy and the Contractor's obligations under these specifications are being carried out.
 - o. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - p. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - q. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative actions obligations (7 a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7 a through p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be defense for the Contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example: even though the Contractor has achieved its goal for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
10. The Contractor shall not use the goals and timetables for affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation, if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

EEO Goals for Economic Areas in Region 4

Source: Appendix B-80 in 45 FR 65984 (October 3, 1980)

Alabama:

047 Mobile, AL	
SMSA Counties:	
5160 Mobile, AL	26.9
AL Baldwin; AL Mobile.	
6026 Pascagoula - Moss, Point MS	16.9
MS Jackson.	
Non-SMSA Counties	26.4
AL Choctaw; AL Clarke; AL Conecuh; AL Escambia; AL Monroe; AL Washington; AL Wilcox;	
MS George; MS Greene.	
048 Montgomery, AL:	
SMSA Counties	
5240 Montgomery, AL	29.9
AL Autauga; AL Elmore; AL Montgomery.	
Non-SMSA Counties	29.9
AL Barbour; AL Bullock; AL Butler; AL Coffee; AL Coosa; AL Covington;	
AL Crenshaw; AL Dale; AL Dallas; AL Geneva; AL Henry; AL Houston.;	
AL Lowndes; AL Macon; AL Perry; AL Pike; AL Tallapoosa.	
049 Birmingham, AL:	
SMSA Counties:	
0450 Anniston, AL	14.3
AL Calhoun	
1000 Birmingham, AL	24.9
AL Jefferson, AL St- Clair; AL Shelby; AL Walker; AL Etowah	
8600 Tuscaloosa, AL	20.6
AL Tuscaloosa.	
Non-SMSA Counties	20.7
AL Bibb; AL Blount AL Cherokee; AL Chilton; AL Clay; AL Cleburne; AL Cullman;	
AL Fayette; AL Greene; AL Hale; AL Lamar; AL Marion; AL Pickens; AL Randolph;	
AL Sumter; AL Talladega; AL Winston.	
050 Huntsville - Florence, AL:	
SMSA Counties:	
2650 Florence, AL	11.9
AL Colbert; AL Lauderdale.	
3440 Huntsville, AL	12.0
AL Limestone; AL Madison; AL Marshall.	
Non-SMSA Counties	11.2
AL Franklin; AL Lawrence AL Morgan; TN Lincoln.	

Georgia:

035 Augusta, GA:	
SMSA Counties:	
0600 Augusta, GA - SC	27.2
GA Columbia; GA Richmond; SC Aiken	
Non-SMSA Counties	32.8
GA Burke; GA Emanuel; GA Glascock; GA Jefferson; GA Jenkins; GA Lincoln; GA	
McDuffie; GA Taliaferro; GA Warren; GA Wilkes; SC Allendale, SC Bamberg;	
SC Barnwell; SC Edgefield; SC McCormick	
036 Atlanta, GA	
SMSA Counties	
0520 Atlanta	21.2
GA Butts; GA Cherokee; GA Clayton; GA Cobb; GA DeKalb; GA Douglas; GA Fayette;	
GA Forsyth; GA Fulton; GA Gwinnett; GA Henry, GA Newton; GA Paulding; GA Rockdale;	
GA Walton	

Non-SMSA Counties	19.5
GA Banks; GA Barrow; GA Bartow; GA Carroll; GA Clarke; GA Coweta; GA Dawson; GA Elbert; GA Fannin; GA Floyd; GA Franklin; GA Gilmer; GA Gordon; GA Greene; GA Habersham; GA Hall; GA Haralson; GA Hart; GA Heard; GA Jackson; GA Jasper; GA Lamar; GA Lumpkin; GA Madison; GA Morgan; GA Oconee, GA Oglethorpe; GA Pickens; GA Pike; GA Polk; GA Rabun, GA Spalding; GA Stephens; GA Towns; GA Union; GA Upson; GA White.	
037 Columbus, GA:	
SMSA Counties	
1800 Columbus	29.6
AL Russell; GA Chattahoochee; GA Columbus.	
Non-SMSA Counties	31.6
AL Chambers; AL Lee; GA Harris; GA Marion; GA Meriwether; GA Quitman; GA Schley; GA Stewart; GA Sumter; GA Talbot; GA Troup; GA Webster.	
038 Macon, GA:	
SMSA Counties	
4660 Macon, GA	27.5
GA Bibb; GA Houston; GA Jones; GA Twiggs.	
Non-SMSA Counties	31.7
GA Baldwin; GA Bleckley; GA Crawford; GA Crisp; GA Dodge; GA Dooly; GA Hancock; GA Johnson; GA Laurens; GA Macon; GA Monroe; GA Peach; GA Pulaski; GA Putnam. GA Taylor; GA Telfair; GA Treutlen; GA Washington; GA Wheeler; GA Wilcox; GA Wilkinson.	
039 Savannah, GA:	
SMSA Counties:	
7520 Savannah, GA	30.6
GA Bryan; GA Chatham; GA Effingham	
Non-SMSA Counties	29.8
GA Appling; GA Atkinson; GA Bacon; GA Bullock; GA Candler; GA Coffee; GA Evans; GA Jeff Davis; GA Liberty; GA Long; GA McIntosh; GA Montgomery; GA Screven; GA Tattinall; GA Toombs; GA Wayne; SC Beaufort; SC Hampton; SC Jasper.	
040 Albany, GA	
SMSA Counties	
0120 Albany, GA	32.1
GA Dougherty; GA Lee.	
Non-SMSA Counties	31.1
GA Baker; GA Ben Hill; GA Berrien; GA Brooks; GA Calhoun; GA Clay; GA Clinch; GA Colquitt; GA Cook; GA Decatur; GA Early; GA Echols; GA Grady; GA Irwin; GA Lanier, GA Lowndes; GA Miller; GA Mitchell; GA Randolph; GA Seminole, GA Terrell; GA Thomas; GA Tift; GA Turner; GA Worth	
Florida:	
041 Jacksonville, FL:	
SMSA Counties	
2900 Gainesville, FL	20.6
FL Alachua	
3600 Jacksonville, FL	21.8
FL Baker; FL Clay; FL Duval; FL Nassau; FL St. Johns.	
Non-SMSA Counties	22.2
FL Bradford; FL Columbia; FL Dade; FL Gilchrist; FL Hamilton; FL LaFayette; FL Levy; FL Marion; FL Putnam; FL Suwannee; FL Union; GA Brantley; GA Camden; GA Charlton; GA Glynn; GA Pierce; GA Ware.	
042 Orlando - Melbourne - Daytona Beach, FL.	
SMSA Counties:	
2020 Daytona Beach, FL	15.7
FL Volusia.	
4900 Melbourne - Titusville - Cocoa, FL	10.7
FL Brevard.	
5960 Orlando, FL	15.5
FL Orange; FL Osceola; FL Seminole.	

Non-SMSA Counties	14.9
FL Flagler; FL Lake; FL Sumter.	
043 Miami - Fort Lauderdale, FL:	
SMSA Counties:	
2680 Fort Lauderdale - Hollywood, FL	15.5
FL. Broward.	
5000 Miami, FL	39.5
FL Dade.	
8960 West Palm Beach - Boca Raton, FL	22.4
FL Palm Beach.	
Non-SMSA Counties	30.4
FL Glades; FL Hendry; FL Indian River, FL Martin; FL Monroe:	
FL Okeechobee; FL St. Lucie.	
044 Tampa - St Petersburg, FL	
SMSA Counties:	
1140 Bradenton, FL	15.9
FL Manatee.	
2700 Fort Myers, FL	15.3
FL Lee.	
3980 Lakeland - Winter Haven, FL	18.0
FL Polk	
7510 Sarasota, FL	10.5
FL Sarasota.	
8280 Tampa - St. Petersburg, FL	17.9
FL Hillsborough, FL Pasco; FL Pinellas	
Non-SMSA Counties	17.1
FL Charlotte; FL Citrus; FL Collier, FL Desoto; FL Hardee; FL Hernando; FL Highlands.	
045 Tallahassee. FL:	
SMSA Counties:	
8240 Tallahassee, FL	24.3
FL Leon; FL Wakulla.	
Non-SMSA Counties:	29.5
FL Calhoun; FL Franklin; FL Gadsden; FL Jackson; FL Jefferson: FL Liberty;	
FL Madison; FL Taylor.	
046 Pensacola - Panama City, FL	
SMSA Counties:	
8615 Panama City, FL	14.1
FL Bay.	
6080 Pensacola, FL	18.3
FL Escambia; FL Santa Rosa.	
Non-SMSA Counties	15.4
FL Gulf, FL Holmes; FL Okaloosa; FL Walton; FL Washington.	
<u>Kentucky:</u>	
056 Paducah, KY:	
Non-SMSA Counties	5.2
IL Hardin; IL Massac; IL Pope; KY Ballard; KY Caldwell; KY Calloway. KY Carlisle;	
KY Crittenden; KY Fulton; KY Graves; KY Hickman; KY Livingston; KY Lyon. KY	
McCracken; KY Marshall.	
057 Louisville, KY:	
SMSA Counties:	
4520 Louisville, KY-IN	11.2
IN Clark; IN Floyd; KY Bullitt; KY Jefferson; KY Oldham.	
Non-SMSA Counties	9.6
IN Crawford; IN Harrison; IN Jefferson; IN Orange; IN Scott; IN Washington;	
KY Breckinridge; KY Grayson; KY Hardin; KY Hart; KY Henry; KY Larue; KY Marion;	
KY Meade; KY Nelson; KY Shelby; KY Spencer; KY Trimble; KY Washington.	

058 Lexington, KY	
SMSA Counties	
4280 Lexington-Fayette, KY	10.8
KY Bourbon; KY Clark; KY Fayette; KY Jessamine; KY Scott; KY Woodford.	
Non-SMSA Counties	7.0
KY Adair KY Anderson; KY Bath; KY Boyle; KY Breathitt; KY Casey; KY Clay;	
KY Estill; KY Franklin- KY Garrard; KY Green; KY Harrison- KY Jackson; KY Knott;	
KY Lee; KY Leslie; KY Letcher; KY Lincoln; KY Madison; KY Magoffin; KY Menifee;	
KY Mercer; KY Montgomery; KY Morgan. KY Nicholas; KY Owsley; KY Perry;	
KY Powell; KY Pulaski; KY Rockcastle; KY Russell; KY Taylor; KY Wolfe.	

Mississippi:

112 Jackson, MS:	
SMSA Counties;	
3560 Jackson, MS	30.3
MS Hinds; MS Rankin.	
Non-SMSA Counties	32.0
MS Attala; MS Choctaw; MS Choctaw; MS Clarke; MS Copiah;	
MS Covington; MS Franklin; MS Holmes; MS Humphreys; MS Issaquena;	
MS Jasper; MS Jefferson; MS Jefferson Davis; MS Jones; MS Kemper;	
MS Lauderdale; MS Lawrence; MS Leake; MS Lincoln; MS Lowndes;	
MS Madison; MS Neshoba; MS Newton; MS Noxubee,- MS Oktibbeha;	
MS Scott; MS Sharkey; MS Simpson; MS Smith; MS Warren; MS Wayne;	
MS Winston; MS Yazoo.	

North Carolina:

024 Rocky Mount - Wilson - Greenville NC:	
Non-SMSA Counties	31.7
NC Beaufort; NC Carteret; NC Craven,- NC Dare; NC Edgecombe; NC Greene; NC	
Halifax; NC Hyde; NC Jones; NC Lenoir', NC Martin; NC Nash; NC Northampton; NC	
Pamlico; NC Pitt; NC Tyrrell; NC Washington; NC Wayne; NC Wilson	
025 Wilmington, NC:	
SMSA Counties:	
9200 Wilmington, NC	20.7
NC Brunswick; NC New Hanover.	
Non-SMSA counties	23.5
NC Columbus; NC Duplin; NC Onslow; NC Pender.	
026 Fayetteville, NC:	
SMSA Counties:	
2560 Fayetteville, NC	26.2
NC Cumberland.	
Non-SMSA Counties	33.5
NC Bladen; NC Hoke; NC Richmond; NC Robeson; NC Sampson; NC Scotland.	
027 Raleigh - Durham, NC.	
SMSA Counties:	
6640 Raleigh - Durham	22.8
NG Durham; NC Orange; NC Wake.	
Non-SMSA Counties	24.7
NC Chatham; NC Franklin; NC Granville; NC Harnett; NC Johnston; NC Lee; NC Person;	
NC Vance; NC Warren.	
028 Greensboro - Winston Salem - High Point, NC:	
SMSA Counties:	
1300 Burlington, NC	16.2
NC Alamance.	
3120 Greensboro - Winston Salem - High Point NC	16.4
NC Davidson; NC Forsyth; NC Guilford,- NC Randolph; NC Stokes; NC Yadkin.	
Non-SMSA Counties	15.5
NC Alleghany; NG Ashe; NC Caswell; NC Davie; NC Montgomery; NC Moore; NC	
Rockingham; NC Surry; NC Watauga; NC Wilkes.	

029 Charlotte, NC:	
SMSA Counties:	
1520 Charlotte - Gastonia, NC	18.5
NC Gaston; NC Mecklenburg; NC Union.	
Non-SMSA Counties	15.7
NC Alexander; NC Anson; NC Burke; NC Cabarrus; NC Caldwell; NC Catawba;	
NC Cleveland; NC Iredell; NC Lincoln; NC Rowan; NC Rutherford; NC Stanley;	
SC Chester; SC Lancaster SC York.	
030 Asheville, NC	
Non-SMSA Counties:	
0480 Asheville, NC	8.5
NC Buncombe; NC Madison.	
Non-SMSA Counties	6.3
NC Avery,- NC Cherokee; NC Clay; NC Graham; NC Heywood, NC Henderson;	
NC Jackson; NC McDowell; NC Macon; NC Mitchell; NC Swain; NC Transylvania;	
NC Yancey.	

South Carolina:

031 Greenville -Spartanburg, SC:	
SMSA Counties:	
316bGreenville -Spartanburg, SC	16.0
SC Greenville; SC Pickens; SC Spartanburg.	
Non-SMSA Counties	17.8
SC Polk; SC Abbeville; SC Anderson; SC Cherokee', SC Greenwood; SC Laurens;	
SC Oconee; SC Union.	
.032 Columbia, SC	
SMSA Counties:	
1760 Columbia, SC	23.4
SC Lexington; SC Richland.	
No'n-SMSA Counties	32.0
SC Calhoun SC Clarendon; SC Fairfield; SC Kershaw; SC Lee; SC Newberry;	
SC Orangeburg; SC Saluda; SC Sumter	
033 Florence, SC	
Non-SMSA Counties	33.0
SC Chesterfield; SC Darlington; SC Dillon; SC Florence; SC Georgetown; SC Horry;	
SC Marion; SC Marlboro; SC Williamsburg.	
034 Charleston - North Charleston, SC	
SMSA Counties	
1440 Charleston - North Charleston, SC	30.0
SC Berkeley; SC Charleston; SC Dorchester.	
Non-SMSA Counties	30.7
SC Collection	

Tennessee:

051 Chattanooga, TN:	
SMSA Counties	
1560 Chattanooga, TN - GA	12.6
GA Catoosa; GA Dade; GA Walker; TN Hamilton;TN Marion; TN Sequatchie.	
Non-SMSA Counties	8.6
AL De Kalb; AL Jackson; GA Chattooga; GA Murray; GA Whitfield;	
TN Bledsoe; TN Bradley; TN Grundy; TN McMinn; TN Meigs; TN Monroe;	
TN Polk; TN Rhea.	
052 Johnson City - Kingsport - Bristol, TN-VA:	
SMSA Counties'	
3660 Johnson City - Kingsport - Bristol. TN - VA	2.6
TN Carter; TN Hawkins- TN Sullivan; TN Unicoi; TN Washington; VA Scott;	
VA Washington; VA Bristol.	
Non-SMSA Counties	3.2
TN Greene; TN Hancock; TN Johnson; VA Buchanan; VA Dickenson; VA Lee;	
VA Russell; VA Smyth; VA Tazewell; VA Wise; VA Norton; WV McDowell, WV Mercer.	

053 Knoxville, TN	
SMSA Counties:	
3840 Knoxville, TN	6.6
TN Anderson; TN Blount; TN Knox; TN Union.	
Non-SMSA Counties	4.5
KY Bell; KY Harlan; KY Knox; KY Laurel; KY McCreary; KY Wayne; KY Whitley; TN	
Campbell; TN Claiborne; TN Cocke; TN Cumberland; TN Fentress; TN Grainger,	
TN Hamblen; TN Jefferson; TN Loudon; TN Morgan; TN Roane; TN Scott;	
TN Sevier.	
054 Nashville, TN:	
SMSA Counties:	
1660 Clarksville - Hopkinsville, TN - KY	18.2
KY Christian; TN Montgomery.	
5360 Nashville - Davidson, TN	15.8
TN Cheatham, TN Davidson; TN Dickson; TN Robertson; TN Rutherford; TN Sumner;	
TN Williamson; TN Wilson.	
Non-SMSA Counties	12.0
KY Allen; KY Barren; KY Butler; KY Clinton; KY Cumberland; KY Edmonson;	
KY Logan; KY Metcalfe; KY Monroe; KY Simpson; KY Todd; KY Trigg; KY Warren;	
TN Bedford; TN Cannon; TN Clay; TN Coffee; TN DeKalb; TN Franklin; TN Giles;	
TN Hickman; TN Houston; TN Humphreys; TN Jackson; TN Lawrence; TN Lewis;	
TN Macon; TN Marshall; TN Maury; TN Moore; TN Overton; TN Perry; TN Pickett;	
TN Putnam; TN Smith,, TN Stewart; TN Trouslale; TN Van Buren; TN Warren;	
TN Wayne; TN White.	
055 Memphis, TN:	
SMSA Counties:	
4920 Memphis, TN-AR-MS	32.3
AR Critteriden; MS Do Soto; TN Shelby; TN Tipton.	
Non-SMSA Counties	26.5
AR Clay; AR Craighead; AR Cross; AR Greene; AR Lawrence; AR Lee;	
AR Mississippi; AR Phillips- AR. Poinsett; AR Randolph; AR St. Francis; MS Alcorn,	
MS Benton; MS Bolivar; MSCalhoun; MS Carroll; MS Chickasaw, MS Clay;	
MS Coahoma; MS Grenada; MS Itawamba; MS Lafayette; MS Lee; MS Leflore;	
MS Marshall; MS Monroe; MS Montgomery; MS Panola; MS Pontotoc; MS Prentiss;	
MS Quitman; MS Sunflower; MS Tallahatchie; MS Tate; MS Tippah; MS Tishomingo;	
MS Union; MS Washington; MS Webster. MS Yalobusha; MO Dunklin;	
MO New Madrid; MO Perniscot; TN Benton; TN Carroll; TN Chester; TN Crockett;	
TN Decatur; TN Dyer; TN Fayette; TN Gibson; TN Hardeman; TN Hardin;	
TN Haywood; TN Henderson- TN Henry; TN Lake; TN Lauderdale; TN McNairy;	
TN Madison; TN Obion; TN Weakley.	

**CHECK LIST OF EEO DOCUMENTATION FOR BIDDERS
ON EPA ASSISTED CONSTRUCTION**

(Required by Executive Order 11246 as amended)

The low, responsive responsible bidder must forward the following items, in duplicate, to the owner (grantee) no later than ten (10) days after bid opening. The owner (grantee) shall have one (1) copy available for inspection by the Office of Federal Contracts Compliance within 14 days after the bid opening. The web site for the OFCC is http://www.dol.gov/esa/ofcp_org.htm.

1. EPA Project Number. Project Location. Type of Construction.
2. Proof of registration with the Joint Reporting Commission. (See Attachment Number 8.)
3. Copy of Affirmative Action Plan of contractor. Indicate company official responsible for EEO.
4. List of current construction contracts, with dollar amount. List contracting Federal Agency, if applicable.
5. Statistics concerning company percent workforce, permanent and temporary, by sex, race, trade, handicapped, and age. 40 CFR Part 7.
6. List of employment sources for project in question. If union sources are utilized, indicate percentage of minority membership within the union crafts.
7. Anticipated employment needs for this project, by sex, race and trade, with estimate of minority participation in specific trades.
8. List of subcontractors (name, address and telephone) with dollar amount and duration of subcontract. Subcontractor contracts over \$10,000 must submit items 1- 8.
9. List of any subcontract work yet to be committed with estimate of dollar amount and duration of contract.
10. Contract Price. Duration of prime contract.
11. DBE Documents - See special instructions regarding use of Minority, and Women Owned, and Small Businesses.

Employer Information Report EEO-1

Under the direction of the US Equal Employment Opportunity Commission, the Joint Reporting Committee is responsible for the full-length, multi-phase processing of employment statistics collected on the Employer Information Report EEO-1. This report, also termed Standard Form 100, details the sex and race/ethnic composition of an employer's work force by job category.

The Employer Information EEO-1 survey is conducted annually under the authority of Public Law 88-352, Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972. All employers with 15 or more employees are covered by Public Law 88-352 and are required to keep employment records as specified by Commission regulations. Based on the number of employees and federal contract activities, certain large employers are required to file an EEO-1 Report on an annual basis.

The EEO-1 Report must be filed by-

(A) All private employers who are: (1) subject to Title VII of the Civil Rights Act of 1964 (as amended by the Equal Employment Opportunity Act of 1972) with 100 or more employees EXCLUDING State and local governments, primary and secondary school systems, institutions of higher education, Indian tribes and tax-exempt private memberships clubs other than labor organizations; OR (2) subject to Title VII who have fewer than 100 employees if the company is owned or affiliated with another company, or there is centralized ownership, control or management (such as central control of personnel policies and labor relations) so that the group legally constitutes a single enterprise and the entire enterprise employs a total of 100 or more employees.

(B) **All federal contractors (private employers)**, who: (1) are not exempt as provided for by 41 CFR 60-1.5, (2) have 50 or more employees, **and** (a) are prime contractors or first-tier subcontractors, and have a contract, subcontract, or purchase order amounting to \$50,000 or more; or (b) serve as depository of Government funds in any amount, or (c) is a financial institution which is an issuing an paying agent for U.S. Savings Bonds and Notes.

Only those establishments located in the District of Columbia and the 50 states are required to submit the EEO-1 Report. No Reports should be filed for establishments in Puerto Rico, the Virgin Islands or other American Protectorates.

When filing for the EEO-1 Report for the first time, go to the web site at: <http://www.mimdms.com/jrc.html> and select "Filing for the first time" from the box labeled INFORMATION. File out the electronic questionnaire to enter your company into Joint Reporting Committee (JRC) system. Once you have completed the registration process, you will be contacted on how to proceed with the EEO-1 Report. **If you have previously registered with the JRC**, follow their instructions to update your information.

Labor Standards Provisions For Federally Assisted Construction

Labor standards provisions applicable to contracts covering federally financed and assisted construction (29 CFR 5.5, Contract Provisions and Related Matters) that apply to EPA Special Appropriations Projects grants are:

(a)(4)(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.

(a)(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.

(a)(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 U.S. Environmental Protection 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.

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

(b) Contractor Work Hours and Safety Standards Act. The Administrator, EPA shall cause or require the contracting officer to insert the following clauses set forth in paragraph (b)(1),(2),(3), and (4) of this section in full in any contract 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 *Section 5.5(a) 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 work week in which he or she is employed on such work to 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 unliquidated 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 U.S. Environmental Protection Agency 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 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 section 5.1, the Administrator of EPA 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 worked, deductions made, and actual wages paid. Further, the Administrator of EPA 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 U.S. Environmental Protection Agency and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job. (Approved by the Office of Management and Budget under OMB control numbers 1215-0140 and 1215-0017.)

CERTIFICATIONS

Debarred Firms

All prime Construction Contractors shall certify that Subcontractors have not and will not be awarded to any firm that is currently on the EPA Master List of Debarred, Suspended and Voluntarily Excluded Persons in accordance with the provisions of 40 CFR 32.500(c). Debarment action is taken against a firm for noncompliance with Federal Law.

All bidders shall complete the attached certification (Attachment Number 10) in duplicate and submit both copies to the owner with the bid proposal. The owner (grantee) shall transmit one copy to EPA within 14 days after bid opening.

Anti-lobbying Certification

All prime Construction Contractors must certify (Attachment Number 11) that no appropriated funds were or will be expended for the purpose of lobbying the Executive or Legislative Branches of the Federal Government or Federal Agency concerning this contract (contract in excess of \$100,000). If the Contractor has made or agreed to make payment to influence any member of Congress in regard to award of this contract, a Disclosure Form must be completed and submitted to the owner (grantee) with the bid proposal. The owner must transmit one copy to the EPA Grants Management Office.

All prime Contractors must require all Subcontractors to submit the certification which must also be submitted to the owner (grantee).

**CERTIFICATION REGARDING DEBARMENT,
SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (A) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Typed Name & Title of Authorized Representative

Signature of Authorized Representative

Date

_____ I am unable to certify to the above statements. My explanation is attached.

Instructions for Certification Regarding Debarments

Under Executive Order 12549, an individual or organization debarred or excluded from participation in Federal assistance or benefit programs may not receive any assistance award under a Federal program, or a subagreement thereunder for \$25,000 or more.

Accordingly, each prospective recipient of an EPA grant, loan, or cooperative agreement and any contract or subagreement participant thereunder must complete the attached certification or provide an explanation why they cannot. For further details, see 40 CFR 32.510, Participants' responsibilities, in the attached regulation.

Where To Submit:

The prospective EPA grant, loan, or cooperative agreement recipient must return the signed certification or explanation with its application to the appropriate EPA Headquarters or Regional office, as required in the application instructions.

A prospective prime contractor must submit a completed certification or explanation to the individual or organization awarding the contract.

Each prospective subcontractor must submit a completed certification or explanation to the prime contractor for the project.

How To Obtain Forms:

EPA includes the certification form, instructions, and a copy of its implementing regulation (40 CFR Part 32) in each application kit. Applicants may reproduce these materials as needed and provide them to their prospective prime contractor, who, in turn, may reproduce and provide them to prospective subcontractors.

Additional copies/assistance may be requested from:

Compliance Branch
Grants Administration Division (PM-216F)
U.S. Environmental Protection Agency
401 M Street, SW
Washington, DC 20460
(Telephone: 202/475-8025)

EPA Form 5700-49 (11-88)

**CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants,
Loans, and Cooperative Agreements**

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

TYPED NAME & TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE OF AUTHORIZED REPRESENTATIVE DATE

____ I am unable to certify to the above statements. My explanation is attached.

UTILIZATION OF SMALL, MINORITY AND WOMEN'S BUSINESSES

The provisions of PL 102-389 and EPA's implementing regulation 40 CFR 31.36(e) require recipients of Federal assistance to award a fair share of subagreements to small, small rural, minority and women's businesses on contracts and subagreement performed under EPA Assistance Agreements.

The following procedures are to be followed for procurement under EPA Assistance Agreements.

The successful bidder must submit to the grantee within 10 days after bid opening, evidence of the positive steps taken to utilize small, minority and women's businesses. Information should include the following:

- ▶ EPA Project Number. Project Location. Type of Construction.
- ▶ List of current construction contracts, with dollar amount. List contracting Federal Agency, if applicable.
- ▶ List of subcontractors (name, address and telephone) with dollar amount and duration of subcontract.
- ▶ List of any subcontract work yet to be committed with estimate of dollar amount and duration of contract.
- ▶ Contract Price. Duration of prime contract.

Such positive efforts shall include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;

- (5) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring each party to a subagreement to take the affirmative steps listed in paragraphs 1 through 5 of this section.

For purposes of clarification:

- This requirement applies to any EPA Financially assisted procurement.
- This requirement mandates three responsibilities. Separate solicitations must be made of small, small rural, minority and women's businesses enterprises.
- A minority business is a business, at least 51 percent of which is owned and controlled by minority group members (Black; Hispanic; Asian American; American Indian; and any other designations approved by the Office of Management and Budget that are U.S. citizens. Any specific clarification concerning the ownership and/or control issues will be provided by the EPA Regional Office.
- A women's business is a business, at least 51 percent of which is owned and controlled by one or more women who are U.S. citizens.
- The control determination will revolve around the minority or women owner's involvement in the day-to-day management of the business enterprise.
- Solicitation should allow adequate time for price analysis; EPA recommends that contact be made no later than 15 days before bid opening.
- Efforts taken to comply with this requirement must be documented in detail; maintain records of firms contacted, including any negotiation efforts to reach competitive price levels, and awards to the designated firms.
- Any proposed changes from the approved Minority/Women/Small business participation after EEO/MBE approval shall be reported to EPA prior to initiation of the action, with the reason for the proposed deviation.
- The EPA recommends that the grantee as well as the prime contractor utilize the services of the following agencies to find information on certified Minority/Women/Small business. Use of these services does not absolve the prime contractors from pursuing additional efforts to comply with this requirement.
 - ▶ Minority Business Development Service Centers These Centers are funded by the U.S. Department of Commerce to provide technical, financial and contracting assistance to minority, women's and small rural business enterprises. The locations of the Centers are available by selecting the appropriate Minority Business Development Agency regional

office from: <http://www.mbda.gov/>.

- ▶ U.S. Small Business Administration Central Contractor Registration (procurement marketing and access network) at <http://www.ccr.gov/> .
- ▶ U.S. Small Business Administration (SBA) Online Women's Business Center. For the Women's Business Center nearest you, go to: <http://www.onlinewbc.gov/> and select "Women's Business Centers".

For additional information on listings of certified MBE/WBE contractors and subcontractors in the States of Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, and Tennessee, contact Rafael Santamaria in EPA Region 4 at 404 562-8312.

For the State of Alabama, MBE/WBE contacts include:

Governor's Office of Minority and Women's Business Enterprises
401 Adams Avenue, Suite 360
Montgomery, AL 36130
1-800-477-4191 334/242-2220 334/242-4203 FAX

Alabama Small Business Development Consortium
ATTN: Charles Hopson
1717 11th Avenue, Suite 419
Birmingham, AL 35294 205/934-7260 205/934-7645

U.S. Small Business Administration
<http://www.ccr.gov/>

Alabama Department of Transportation
ATTN: Chester Thomas
1409 Coliseum Boulevard, Room N-101
Montgomery, AL 36130 1-800-247-3618

U.S. Department of Commerce
Minority Business Development Agency
401 West Peachtree Street NW - Suite 1715
Atlanta, GA 30308 404/730-3300 404/730/3313 FAX
<http://www.mbda.gov>

Birmingham MBOC
City of Birmingham
710 20th Street North
Birmingham, AL 35203 205/254-2799 205/254-7741 FAX
ajmayo@ci.birmingham.al.us

Birmingham Construction Industrial Authority
Michael Bell, Executive Director
David Merrida, Associate Director
3600 4th Avenue South
Birmingham, AL 35222 205/324-6202 205/324-6210 FAX

Fair Share Goals Set October 1, 2006			
Region 4			
Recipient		MBE %	WBE %
Kentucky	Construction	0.70%	7.60%
	Supplies	3.70%	4.60%
	Services	1.20%	16.30%
	Goods/Equipment	1.20%	1.10%
	Combined		
Florida DEP	Construction	9.00%	3.00%
	Supplies		
	Services		
	Goods/Equipment		
	Combined		
Florida - Hillsborough County	Construction	20.00%	20.00%
	Supplies	10.00%	10.00%
	Services	10.00%	10.00%
	Goods/Equipment	10.00%	10.00%
	Combined		
South Carolina	Construction	3.60%	2.40%
	Supplies	9.00%	9.00%
	Services	11.00%	11.00%
	Goods/Equipment	10.00%	10.00%
	Combined		
Tennessee	Construction	2.60%	2.60%
	Supplies	5.20%	5.20%
	Services	5.20%	5.20%
	Goods/Equipment	5.20%	5.20%
	Combined		
Mississippi – Non-SRF Programs	Construction		
	Supplies	7.70%	3.40%
	Services	1.10%	2.20%
	Goods/Equipment	6.80%	5.10%
	Combined		
Recipient		MBE%	WBE%

Georgia	Construction	13.70%	7.00%
	Supplies	13.70%	7.00%
	Services	13.70%	7.00%
	Goods/Equipment	13.70%	7.00%
	Combined		
North Carolina	Construction	8.00%	5.00%
	Supplies	7.00%	9.00%
	Supplies	7.00%	9.00%
	Goods/Equipment	7.00%	9.00%
	Combined	4.00%	10.00%
Alabama	Construction	5.00%	17.00%
	Supplies	4.00%	11.00%
	Supplies	8.00%	30.00%
	Goods/Equipment	5.00%	20.00%
	Combined		

BONDS AND INSURANCE

Bonding requirements for contracts of \$100,000 or less are contained in 40 CFR 31.36(h).

Bond requirements for contracts in excess of \$100,000 are:

- ▶ Bid guarantee equivalent to five percent of the bid price. The bid guarantee shall consist of a firm commitment such as a certified check or bid bond submitted with the bid;
- ▶ Performance bond equal to 100 percent of the contract price, and
- ▶ Payment bond equal to 100 percent of the contract price. Bonds must be obtained from companies holding Certificates of Authority as acceptable sureties, issued by the U.S. Treasury.

Insurance requirements are contained in the General Conditions of the contract. In addition to the other required insurance, the owner or the contractor, as appropriate, must acquire any flood insurance made available by the Federal Emergency Management Agency as required by 44 CFR Parts 59-79, if construction will take place in a flood hazard area identified by the Federal Emergency Management Agency. The owner's requirements on Flood Insurance are contained in the Special Conditions Section of the Contracts Documents.



Hardin County Water District No. 2

2010 Material Bid

Bid No.	Description & Manufacturer Numbers	Type or Manufacturer Specified	Unit Price
1	3/4" PENTEK plastic meter box top with meter reader lid, snap lock no. 172113		
2	3/4" PENTEK meter box riser only, 3" tall no. 170102		
3	3/4" PENTEK meter box riser only, 6" tall no. 170103		
4	3/4" Corporation stop, F-1000G		
5	3/4" L84-33G ~ 90 degree pigtail end		
6	3/4" L44-33G ~ 90 degree CTS x CTS		
7	3/4" Angled meter valve, B44-323-G ~ setter type		
8	3/4" Meter gasket (rubber), GT114		
9	3/4" Fitting, no. B44-233G ~ curb stop		
10	3/4" X 1" Tee no. T444-334G		
11	3/4" Tee no. T444-333G		
12	3/4" Coupling no. C47-33G ~ PVC x CTS		
13	3/4" Stainless steel insert, no. 51, 504281		
14	3/4" Fitting, no. C14-33G ~ female pigtail end x cts		
15	3/4" Check valve, no. HHA31-323, ~ for setter		
16	3/4" Check valve, kit only no. HHRK-3 3/4" HHA ~ setter		
17	3/4" Fitting, no. C84-33G ~ male pigtail x cts		
18	3/4" X 3/4" Coupling no. C44-33G ~ CTS x CTS		
19	3/4" Coupling no. C45-33G ~ Galv. x CTS		
20	3/4" Setter w/ball valve, no. VBHH72-7W-44-33G		
21	3/4" JONES locking device no. J-288 for setter no. VBHH72-7W-44-33		

Bid No.	Description & Manufacturer Numbers	Type or Manufacturer Specified	Unit Price
22	3/4" HIGHLAND MFG. CO. meter lock-seal complete for setter no. VBHH72-7W-44-33		
23	3/4" C.T.S. G.J. ends complete		
24	5/8" X 3/4" SENSUS SR TR/PL meter read in gals., with plastic bottom		
25	5/8" X 3/4" TR/PL register for a SENSUS SR meter, read in gals.		
26	3/4" SENSUS plastic meter bottom for a SENSUS 5/8" X 3/4" SR water meter no. 22A		
27	3/4" plastic meter bottom gasket for a SENSUS 5/8" X 3/4" SR water meter no. 21		
28	3/4" SENSUS measuring chamber complete for a SENSUS 5/8" X 3/4" SR water meter no. 12A		
29	3/4" measuring chamber gasket for a SENSUS 5/8" X 3/4" SR water meter no. 11		
30	3/4" stainless steel cap screws for a SENSUS 5/8" X 3/4" SR water meter no. 25		
31	3/4" PERFORMANCE PIPE/ENDOPLY PREMIUM polyethylene tubing 200 PSI ultra high density P.E. 3408 in 100' rolls		
32	3/4" PERFORMANCE PIPE/ENDOPLY PREMIUM polyethylene tubing 200 PSI ultra high density P.E. 3408 in 500' rolls		
33	3/4" VAL-MATIC air relief valve no. 22.4 x 3/4"		
34	Jumbo PENTEK plastic meter box & top with meter reader lid, snap lock no. 190107		
35	Jumbo PENTEK plastic meter box no. 190156		
36	Jumbo PENTEK plastic meter top with meter reader lid, snap lock no. 193101		
37	Jumbo PENTEK meter box riser 6" tall no. 190110		
38	1" VAL-MATIC air relief valve 22.9 X 1"		
39	1" Corporation stop F-1000G		
40	1" 90 degree fitting no. L84-44G ~ male pigtail x CTS		
41	1" Check valve no. HHCA 31-444, ~ for setter		

Bid No.	Description & Manufacturer Numbers	Type or Manufacturer Specified	Unit Price
42	1" Meter valve no. BA13-444W, ~ for setter		
43	1" 90 degree fitting no. L44-44G ~ CTS x CTS		
44	1" Coupling no. C14-44G ~ female pigtail end x CTS		
45	1" X 1 1/4" brass nipple all thread		
46	1" Fitting, no. B44-444G ~ curb stop		
47	1" X 3/4" FORD "Y" coupling no. Y44-243G		
48	1" X 3/4" Tee, no. T444-443G		
49	1" Tee no. T444-444G		
50	1" Compression coupling C47-44G ~ PVC x CTS		
51	1" X 3/4" Compression coupling no. C47-34G ~ PVC x CTS		
52	1" X 3/4" PVC coupling FC-4743		
53	1" Stainless steel insert, no. 52		
54	1" Fitting, no. C84-44G ~ male pigtail x CTS		
55	1" X 3/4" Compression coupling, no. C44-34G ~ CTS x CTS		
56	1" Coupling no. C45-44G ~ Galv x CTS		
57	1" Compression coupling, no. C44-44G ~ CTS x CTS		
58	1" Meter setter w/ball valve, no. VBHH74-10W-44-44G		
59	1" C.T.S. G.J. ends complete		
60	1" Meter gasket, rubber no. GT120		
61	1" SENSUS SR TR/PL meter read in 100 gals.		
62	1" TR/PL register, for an SENSUS SR meter, read in 100 gals.		
63	1" SENSUS measuring chamber gasket for an SENSUS 1" SR water meter		
64	1" SENSUS measuring chamber complete for a 1" SENSUS SR water meter		
65	1" SENSUS meter bottom for a 1" SENSUS SR water meter		
66	1" stainless steel cap screws for a 1" SENSUS SR water meter		
67	1" SENSUS meter bottom gasket for a 1" SENSUS SR meter		

Bid No.	Description & Manufacturer Numbers	Type or Manufacturer Specified	Unit Price
68	1" PERFORMANCE PIPE/ENDOPLY PREMIUM polyethylene tubing 200 PSI ultra high density P.E. 3408 in 100' rolls		
69	1" PERFORMANCE PIPE/ENDOPLY PREMIUM polyethylene tubing 200 PSI ultra high density P.E. 3408 in 300' rolls		
70	1 1/2" Meter setter w/ball valve, no. VBHH76-12B-11-66		
71	1 1/2" SENSUS Omni T2 commercial meter with integral strainer, test port and pulse output.		
72	1 1/2" SENSUS W-120 DRS TR/PL turbo meter read in 100 gals. with integral strainer		
73	1 1/2" SENSUS SR TR/PL water meter read in 100 gals.		
74	1 1/2" TR/PL register for an SENSUS SR water meter, 100 gal.		
75	1 1/2" Companion flange meter gasket		
76	1 1/2" measuring chamber gasket for an SENSUS SR water meter, no. 15		
77	1 1/2" main flange gasket for an SENSUS SR water meter, no. 8		
78	1 1/2" SENSUS measuring chamber complete, no. 9A		
79	1 1/2" SENSUS flanged, bronze "V" strainer		
80	2" X 3/4" FORD saddle no. S70-203 ~ PVC		
81	2" X 1" FORD saddle no. S70-204 ~ PVC		
82	2" Galv x Male pigtail no. C85-77		
83	2" Galv x Female pigtail no. C15-77		
84	2" Tee, no. T444-777G		
85	2" X 3/4" Tee, no. T441-773G		
86	2" X 1" Tee no. T441-774G		
87	2" 90 degree bend coupling no. L44-77G ~ CTS x CTS		
88	2" X 1 1/2" Coupling no. C84-67G ~ Male pigtail x CTS		
89	2" Coupling no. C-47-77 ~ CTS X PVC		
90	2" X 2" Coupling no. C44-77G CTS x CTS		
91	2" Coupling no. C14-77G ~ Female pigtail x CTS		

Bid No.	Description & Manufacturer Numbers	Type or Manufacturer Specified	Unit Price
92	2" Coupling no. C84-77G ~ Male pigtail x CTS		
93	2" 90 degree coupling no. L84-77G ~ male pigtail x CTS		
94	2" X 1 1/2" Brass bushing no. C18-67 ~ male threads x female threads		
95	2" Stainless steel inserts, no. 55		
96	2" Compression adapter no. C87-77G ~ male pigtail x PVC		
97	2" Ball valve no. B81-777 ~ male x female		
98	2" Ball valve no. B11-777 ~ female x female		
99	2" SENSUS W-160DRS TR/PL turbo meter read in 100 gals. with integral strainer		
100	2" SENSUS SR TR/PL water meter read in 100 gals.		
101	2" SENSUS Omni T2 commercial meter with integral strainer, test port and pulse output.		
102	2" Measuring chamber complete for an SENSUS SR water meter, no. 9A		
103	2" Measuring chamber gasket for an SENSUS SR water meter, no. 15		
104	2" Companion flanged meter gasket		
105	2" TR/PL register for an SENSUS SR water meter, 100 gal. read		
106	2" main flange gasket for an SENSUS SR water meter, no. 8		
107	2" SENSUS flanged, bronze "V" strainer		
108	2" Meter setter w/ball valve no. 1-VBHH77-12B-44 -77		
109	2" HARCO FLOW CONTROL IPS PVC gasketed repair coupling		
110	2" PERFORMANCE PIPE/ENDOPOLY PREMIUM polyethylene tubing 200 PSI ultra high density P.E. 3408		
111	2" VAL-MATIC air release valve no. 45.5		
112	3" SENSUS W-350DRS with integral strainer and test port, read in 100 gals.		
113	3" SENSUS SRH compound TR/PL meter, read in gals.		
114	3" SENSUS Omni T2 commercial meter with integral strainer, test port and pulse output.		

Bid No.	Description & Manufacturer Numbers	Type or Manufacturer Specified	Unit Price
115	3" SENSUS hydrant meter no. 125W		
116	3" meter flange gasket		
117	3" top plate gasket for an SENSUS 125W		
118	3" register for an SENSUS SRH compound TR/PL meter, read in 100 gals.		
119	3" SENSUS flanged, bronze "V" strainer		
120	4" SENSUS W-1000DRS TR/PL turbo meter, read in 1000 gals. with integral strainer & test outlet		
121	4" SENSUS TR/PL meter, flanged, read in 1000 gals., no. 1000-W		
122	4" SENSUS Omni T2 commercial meter with integral strainer, test port and pulse output.		
123	4" SENSUS fire hydrant meter with support and couplings no. 1125W read in gals.		
124	4" SENSUS turbo TR/PL register, read in 1000 gals., for no. 1000-W		
125	4" top plate gasket		
126	4" SENSUS flanged, bronze "V" strainer		
127	4" ROMAC Extended Range Coupling XR501 5.60 X 5.60		
128	4" X 7 1/2" Stainless steel repair clamp no. FS1-4.73 X 7.5 ~ PVC, 520-7-474		
129	4" X 15" Stainless steel repair clamp no. FS1-4.73 X 15 ~ PVC, 520-15-474		
130	4" X 20" Stainless steel repair clamp no. FS1-4.73 X 20 ~ PVC, 520-20-474		
131	4" X 30" Stainless steel repair clamp no. FS1-4.73 X 30 ~ PVC, 520-30-474		
132	4" X 7 1/2" Stainless steel repair clamp no. FS1-5.35 X 7.5 ~ Class 200 AC, 520-7-520		
133	4" X 15" Stainless steel repair clamp no. FS1-5.35 X 15 ~ Class 200 AC, 520-15-520		

Bid No.	Description & Manufacturer Numbers	Type or Manufacturer Specified	Unit Price
134	4" X 20" Stainless steel repair clamp no. FS1-5.35 X 20 ~ Class 200 AC, 520-20-520		
135	4" X 30" Stainless steel repair clamp no. FS1-5.35 X 30 ~ Class 200 AC, 520-30-520		
136	4" SMITH BLAIR bell joint clamp for PVC - 274-00000450-000		
137	4" X 3/4" Saddle no. S70-403 ~ PVC		
138	4" X 1" Saddle no. S70-404 ~ PVC		
139	4" X 2" Saddle no. S71-407 ~ PVC		
140	4" X 3/4" Saddle no. S90-403 ~ C-900		
141	4" X 1" Saddle no. S90-404 ~ C-900		
142	4" X 2" Saddle no. S91-407 ~ C-900		
143	4" X 3/4" Saddle no. 202B-540-CC3 ~ AC,		
144	4" X 1" Saddle no. 202B-540-CC4 ~ AC,		
145	4" X 2" Saddle no. F202B-540-IP7 ~ AC,		
146	4" X 4" Stainless steel tapping sleeve no. FAST-450 X 4A ~ PVC, H-304-CS-0460		
147	4" X 4" Stainless steel tapping sleeve no. FAST-480 X 4A ~ Class 150 AC, H-304-CS-0500		
148	4" X 4" Stainless steel tapping sleeve no. FAST-525 X 4A ~ Class 200 AC		
149	4" HARCO FLOW CONTROL IPS PVC gasketed repair coupling class 200		
150	4" HARCO FLOW CONTROL C900 PVC gasketed repair coupling class 150		
151	4" M.J. gate valve, resilient wedge, epoxy coated, open left		
152	4" Tapping valve, resilient wedge, epoxy coated, open left		
153	4" 11 1/4 degree bend, M.J., D.I., Class 350		
154	4" 22 1/2 degree bend, M.J., D.I., Class 350		
155	4" 45 degree bend, M.J., D.I., Class 350		
156	4" 90 degree bend, M.J., D.I., Class 350		
157	4" X 12" solid sleeve, M.J., D.I., Class 350		
158	4" Tee, M.J., D.I., Class 350		

Bid No.	Description & Manufacturer Numbers	Type or Manufacturer Specified	Unit Price
159	4" M.J. cap, Class 350		
160	4" X 2" FIPT M.J. cap, D.I., Class 350		
161	4" D.I. plug, Class 350		
162	4" Foster Adapter		
163	4" M.J. gasket		
164	4" transition gasket		
165	4" M.J. gland pack		
166	4" transition pack		
167	4" FORD Uni-flange series FUF1500 for PVC or C900 w/ acc.		
168	4" FORD Uni-flange series 1400 for D.I. w/acc. (black)		
169	6" SENSUS W-2000 TR/PL turbo meter, flanged, with AWWA CI strainer, read in 1000 gals.		
170	6" ROMAC Extended Range Coupling XR501 7.60 X 7.60		
171	6" X 7 1/2" Stainless steel repair clamp no. FS1-696 X 7.5 ~ PVC, 520-7-684		
172	6" X 15" Stainless steel repair clamp no. FS1-696 X 15 ~ PVC		
173	6" X 7 1/2" Stainless steel repair clamp no. FS1-724 X 7.5 ~ Class 200 AC, 520-7-722		
174	6" X 15" Stainless steel repair clamp no. FS1-724 X 15 ~ Class 200 AC, 520-15-722		
175	6" X 20" Stainless steel repair clamp no. FS1-724 X 20 ~ Class 200 AC, 520-20-722		
176	6" X 30" Stainless steel repair clamp no. FS1-724 X 30 ~ Class 200 AC, 520-30-722		
177	6" SMITH BLAIR bell joint clamp for PVC - 274-00000663-000		
178	6" X 3/4" Saddle no. S70-603 ~ PVC		
179	6" X 1" Saddle no. S70-604 ~ PVC		
180	6" X 2" Saddle no. S71-607 ~ PVC		
181	6" X 3/4" Saddle no. S90-603 ~ C-900		
182	6" X 1" Saddle no. S90-604 ~ C-900		
183	6" X 2" Saddle no. S91-607 ~ C-900		

Bid No.	Description & Manufacturer Numbers	Type or Manufacturer Specified	Unit Price
184	6" X 3/4" Saddle no. 202B-750-CC3 ~ AC		
185	6" X 1" Saddle no. 202B-750-CC4 ~ AC		
186	6" X 2" Saddle no. 202B-750-IP7 ~ AC		
187	6" X 4" Stainless steel tapping sleeve no. FAST-700 X 4A ~ PVC, H-304-CS-730		
188	6" X 6" Stainless steel tapping sleeve no. FAST-700 X 6A ~ PVC, H-304-CS-710		
189	6" X 4" Stainless steel tapping sleeve no. FAST-730 X 4A ~ Class 150 AC, H-304-CS-0730		
190	6" X 6" Stainless steel tapping sleeve no. FAST-730 X 6A ~ Class 150 AC, H-304-CS-0730		
191	6" X 4" Stainless steel tapping sleeve no. FAST-750 X 4A ~ Class 200 AC, H-304-CS-0750		
192	6" X 6" Stainless steel tapping sleeve no. FAST-750 X 6A ~ Class 200 AC, H-304-CS-0705		
193	6" HARCO FLOW CONTROL PVC gasketed repair coupling class 200		
194	6" HARCO FLOW CONTROL C900 gasketed repair coupling class 150		
195	6" M.J. gate valve, resilient wedge, epoxy coated, open left		
196	6" Tapping valve, resilient wedge, epoxy coated, open left		
197	6" M.J. cap, D.I., Class 350		
198	6" X 2" FIPT M.J. cap, D.I. Class 350		
199	6" M.J. plug, D.I., Class 350		
200	6" 11 1/4 degree bend, M.J., D.I., Class 350		
201	6" 22 1/2 degree bend, M.J., D.I., Class 350		
202	6" 45 degree bend, M.J., D.I., Class 350		
203	6" 90 degree bend, M.J., D.I., Class 350		
204	6" X 12" Solid sleeve, M.J., D.I., Class 350		
205	6" X 4" Tee, M.J., D.I., Class 350		
206	6" Tee, M.J., D.I., Class 350		
207	6" X 4" LEB, D.I. reducer, Class 350		

Bid No.	Description & Manufacturer Numbers	Type or Manufacturer Specified	Unit Price
208	6" X 4" PE, D.I. reducer, Class 350		
209	6" X 4" M.J., D.I., reducer, Class 350		
210	6" X 4" SEB, D.I. reducer, Class 350		
211	6" FORD Uni-Flange series FUF1500 for PVC or C900 w/ acc.		
212	6" FORD Uni-Flange series 1400 for D.I. w/acc. (black)		
213	6" Foster Adapter		
214	6" X 18" Swivel X Solid hydrant adapter		
215	6" M.J. gasket		
216	6" transition gasket		
217	6" M.J. gland pack		
218	6" transition pack		
219	8" ROMAC Extended Range Coupling XR501 9.75 X 9.75		
220	8" X 7 1/2" Stainless steel repair clamp no. FS1-894 X 7.5 ~ PVC, 520-7-899		
221	8" X 15" Stainless steel repair clamp no. FS1-894 X 15 ~ PVC, 520-15-899		
222	8" X 7 1/2" Stainless steel repair clamp no. FS1-939 X 7.5 ~ Class 200 AC, 520-7-940		
223	8" X 15" Stainless steel repair clamp no. FS1-939 X 15" ~ Class 200 AC, 520-15-940		
224	8" X 20" Stainless steel repair clamp no. FS1-939 X 20" ~ Class 200 AC, 520-20-940		
225	8" X 30" Stainless steel repair clamp no. FS1-939 X 30" ~ Class 200 AC, 520-30-940		
226	8" SMITH BLAIR bell joint clamp for PVC - 274-00000863-000		
227	8" SMITH BLAIR bell joint clamp for DI - 274-00000905-000		
228	8" X 3/4" Saddle no. S70-803 ~ PVC		
229	8" X 1" Saddle no. S70-804 ~ PVC		
230	8" X 2" Saddle no. S71-807 ~ PVC		
231	8" X 3/4" Saddle no. S90-803 ~ C-900		
232	8" X 1" Saddle no. S90-804 ~ C-900		
233	8" X 2" Saddle no. S91-807 ~ C-900		

Bid No.	Description & Manufacturer Numbers	Type or Manufacturer Specified	Unit Price
234	8" X 3/4" Saddle no. 202B-962-CC3 ~ AC		
235	8" X 1" Saddle no. 202B-962-CC4 ~ AC		
236	8" X 2" Saddle no. 202B-962-IP7 ~ AC		
237	8" X 4" Stainless steel tapping sleeve no. FAST-905 X 4A ~ PVC, H-304-CS-0906		
238	8" X 6" Stainless steel tapping sleeve no. FAST-905 X 6A ~ PVC, H-304-CS-0906		
239	8" X 8" Stainless steel tapping sleeve no. FAST-905 X 8A ~ PVC, H-304-CS-0915		
240	8" X 4" Stainless steel tapping sleeve no. FAST-945 X 4A ~ Class 150 AC, H-304-CS-0945		
241	8" X 6" Stainless steel tapping sleeve no. FAST-945 X 6A ~ Class 150 AC, H-304-CS-0945		
242	8" X 8" Stainless steel tapping sleeve no. FAST-945 X 8A ~ Class 150 AC, H-304-CS-0945		
243	8" X 4" Stainless steel tapping sleeve no. FAST-970 X 4A ~ Class 200 AC, H-304-CS-0945		
244	8" X 6" Stainless steel tapping sleeve no. FAST-970 X 6A ~ Class 200 AC, H-304-CS-0945		
245	8" X 8" Stainless steel tapping sleeve no. FAST-970 X 8A ~ Class 200 AC, H-304-CS-0945		
246	8" HARCO FLOW CONTROL IPS PVC gasketed repair coupling cl. 200		
247	8" HARCO FLOW CONTROL C900 PVC gasketed repair coupling class 150		
248	8" M.J. gate valve, resilient wedge, epoxy coated, open left		
249	8" Tapping valve, resilient wedge, epoxy coated, open left		
250	8" 11 1/4 degree bend, M.J., D.I., Class 350		
251	8" 22 1/2 degree bend, M.J., D.I., Class 350		
252	8" 45 degree bend, M.J., D.I., Class 350		
253	8" 90 degree bend, M.J., D.I., Class 350		
254	8" X 12" Solid sleeve, M.J., D.I., Class 350		

Bid No.	Description & Manufacturer Numbers	Type or Manufacturer Specified	Unit Price
255	8" X 4" Tee, M.J., D.I., Class 350		
256	8" X 6" Tee, M.J., D.I., Class 350		
257	8" Tee, M.J., D.I., Class 350		
258	8" X 4" PE, D.I., reducer, Class 350		
259	8" X 6" PE, D.I., reducer, Class 350		
260	8" X 4" MJ, D.I., reducer, Class 350		
261	8" X 6" MJ, D.I., reducer, Class 350		
262	8" X 4" LEB, D.I., reducer, Class 350		
263	8" X 6" LEB, D.I., reducer, Class 350		
264	8" X 4" SEB, D.I., reducer, Class 350		
265	8" X 6" SEB, D.I., reducer, Class 350		
266	8" X 2" FIPT, D.I., M.J. cap, Class 350		
267	8" D.I., M.J., plug, Class 350		
268	8" D.I., M.J., end cap, Class 350		
269	8" FORD Uni-Flange series FUF8 1500 for PVC or C900 w/ acc.		
270	8" FORD Uni-Flange series 1400 for D.I. w/acc. (black)		
271	8" Foster Adapter		
272	8" transition gasket		
273	8" M.J. gasket		
274	8" M.J. gland pack		
275	8" transition gland pack		
276	10" X 15" Stainless steel repair clamp no. FS1-1104 X 15 ~ PVC, 520-15-1104		
277	10" X 20" Stainless steel repair clamp no. FS1-1104 X 20 ~ PVC, 520-20-1104		
278	10" X 7 1/2" Stainless steel repair clamp no. FS1-1104 X 7.5 ~ D.I., 520-7-1104		
279	10" X 15" Stainless steel repair clamp no. FS1-1104 X 15 ~ D.I., 520-15-1104		
280	10" SMITH BLAIR bell joint clamp for PVC - 274-00001075-000		
281	10" SMITH BLAIR bell joint clamp for DI - 274-00001110-000		
282	10" X 3/4" Saddle no. S70-1003 ~ C-900 / PVC		

Bid No.	Description & Manufacturer Numbers	Type or Manufacturer Specified	Unit Price
283	10" X 1" Saddle no. S70-1004 ~ C-900 / PVC		
284	10" X 2" Saddle no. S71-1007 ~ C-900 / PVC		
285	10" X 4" Stainless steel tapping sleeve no. FAST-1115 X 4A ~ PVC, H-304-CS-1113		
286	10" X 4" Stainless steel tapping sleeve no. FAST-1145 X 4A ~ DI ~ C-900, H-304-CS-1145		
287	10" X 6" Stainless steel tapping sleeve no. FAST-1115 X 6A ~ PVC, H-304-CS-1113		
288	10" X 6" Stainless steel tapping sleeve no. FAST-1145 X 6A ~ DI ~ C-900, H-304-CS-1145		
289	10" X 8" Stainless steel tapping sleeve no. FAST-1115 X 8A ~ PVC, H-304-CS-1113		
290	10" X 8" Stainless steel tapping sleeve no. FAST-1145 X 8A ~ DI ~ C-900, H-304-CS-1145		
291	10" M.J. gate valve, resilient wedge, epoxy coated, open left		
292	10" Tapping valve, resilient wedge, epoxy coated, open left		
293	10" 11 1/4 degree bend, D.I., M.J., Class 350		
294	10" 22 1/2 degree bend, D.I., M.J., Class 350		
295	10" 45 degree bend, D.I., M.J., Class 350		
296	10" 90 degree bend, D.I., M.J., Class 350		
297	10" X 12" Solid sleeve, D.I., M.J., Class 350		
298	10" X 4" Tee, D.I., M.J., Class 350		
299	10" X 6" Tee, D.I., M.J., Class 350		
300	10" X 8" Tee, D.I., M.J., Class 350		
301	10" Tee, D.I., M.J., Class 350		
302	10" X 4" LEB, D.I., reducer, Class 350		
303	10" X 6" LEB, D.I., reducer, Class 350		
304	10" X 8" LEB, D.I., reducer, Class 350		
305	10" X 4" M.J., D.I., reducer, Class 350		
306	10" X 6" M.J., D.I., reducer, Class 350		
307	10" X 8" M.J., D.I., reducer, Class 350		
308	10" X 8" SEB, D.I., reducer, Class 350		

Bid No.	Description & Manufacturer Numbers	Type or Manufacturer Specified	Unit Price
309	10" M.J., D.I., cap, Class 350		
310	10" M.J., D.I., plug, Class 350		
311	10" X 2" FIPT, M.J., D.I. cap, Class 350		
312	10" FORD Uni-Flange series FUF1500 for PVC or C900 w/ acc.		
313	10" FORD Uni-Flange series 1400 for D.I. w/acc. (black)		
314	10" Foster Adapter		
315	10" transition gasket		
316	10" M.J. gasket		
317	10" transition gland pack		
318	10" M.J. gland pack		
319	12" X 15" Stainless steel repair clamp no. FS1-1302 X 15 ~ PVC, 520-15-1314		
320	12" X 20" Stainless steel repair clamp no. FS1-1302 X 20 ~ PVC, 520-20-1314		
321	12" X 7 1/2" Stainless steel repair clamp no. FS1-1302 X 7.5 ~ D.I., 520-7-1314		
322	12" X 15" Stainless steel repair clamp no. FS1-1302 X 15 ~ D.I., 520-15-1314		
323	12" SMITH BLAIR bell joint clamp for PVC - 274-00001275-000		
324	12" SMITH BLAIR bell joint clamp for DI - 274-00001320-000		
325	12" X 3/4" Saddle no. S70-1203 ~ C-900/PVC		
326	12" X 1" Saddle no. S70-1204 ~ C-900 / PVC		
327	12" X 2" Saddle no. S71-IP7 ~ C-900 / PVC		
328	12" X 4" Stainless steel tapping sleeve no. FAST-1320 X 4A ~ PVC, H-304-CS-1290		
329	12" X 6" Stainless steel tapping sleeve no. FAST-1320 X 6A ~ PVC, H-304-CS-1290		
330	12" X 8" Stainless steel tapping sleeve no. FAST-1320 X 8A ~ PVC, H-304-CS-1290		
331	12" X 10" Stainless steel tapping sleeve no. FAST-1320 X 10A ~ PVC, H-304-CS-1290		

Bid No.	Description & Manufacturer Numbers	Type or Manufacturer Specified	Unit Price
332	12" X 4" Stainless steel tapping sleeve no. FAST-1350 X 4A ~ DI, H-304-CS-1356		
333	12" X 6" Stainless steel tapping sleeve no. FAST-1350 X 6A ~ DI, H-304-CS-1356		
334	12" X 8" Stainless steel tapping sleeve no. FAST-1350 X 8A ~ DI, H-304-CS-1356		
335	12' X 10" Stainless steel tapping sleeve no. FAST-1350 X 10A ~ DI, H-304-CS-1356		
336	12" M.J. gate valve, resilient wedge, epoxy coated, open left		
337	12" Tapping valve, resilient wedge, epoxy coated, open left		
338	12" 11 1/4 degree bend, D.I., M.J., Class 350		
339	12" 22 1/2 degree bend, D.I., M.J., Class 350		
340	12" 45 degree bend, D.I., M.J., Class 350		
341	12" 90 degree bend, D.I., M.J., Class 350		
342	12" X 12" Solid sleeve, D.I., M.J., Class 350		
343	12" X 4" Tee, D.I., M.J., Class 350		
344	12" X 6" Tee, D.I., M.J., Class 350		
345	12" X 8" Tee, D.I., M.J., Class 350		
346	12" X 10" Tee, D.I., M.J., Class 350		
347	12" Tee, D.I., M.J., Class 350		
348	12" Cap, D.I., M.J., Class 350		
349	12" Plug, D.I., M.J., Class 350		
350	12" X 2" Cap, D.I., M.J., Class 350		
351	12" X 4" LEB, D.I., reducer, Class 350		
352	12" X 6" LEB, D.I., reducer, Class 350		
353	12" X 8" LEB, D.I., reducer, Class 350		
354	12" X 10" LEB, D.I., reducer, Class 350		
355	12" X 4" M.J., D.I., reducer, Class 350		
356	12" X 6" M.J., D.I., reducer, Class 350		
357	12" X 8" M.J., D.I., reducer, Class 350		
358	12" X 10" M.J., D.I., reducer, Class 350		
359	12" X 4" PE, D.I., reducer, Class 350		

Bid No.	Description & Manufacturer Numbers	Type or Manufacturer Specified	Unit Price
360	12" X 6" PE, D.I., reducer, Class 350		
361	12" X 8" PE, D.I., reducer, Class 350		
362	12" X 10" PE, D.I., reducer, Class 350		
363	12" FORD Uni-Flange series FUF1500 for PVC or C900 w/ acc.		
364	12" FORD Uni-Flange series 1400 for D.I. w/acc. (black)		
365	12" Foster Adapter		
366	12" transition gasket		
367	12" M.J. gasket		
368	12" transition gland pack		
369	12" M.J. gland pack		
370	16" X 3/4" FORD s.s. saddle FC202-1840-CC3 for D.I.		
371	16" X 1" FORD s.s. saddle FC202-1840-CC4 for D.I.		
372	16" X 2" FORD s.s. saddle FC202-1840-IP7 for D.I.		
373	16" X 20" FORD s.s. repair clamp no. FS2-1790-20		
374	16" SMITH BLAIR bell joint clamp for DI - 274-00001740-000		
375	16" 11 1/4 degree bend, D.I. M.J., Class 350		
376	16" 22 1/2 degree bend, D.I. M.J., Class 350		
377	16" 45 degree bend, D.I., M.J., Class 350		
378	16" 90 degree bend, D.I., M.J., Class 350		
379	16" X 6" Tee, D.I., M.J., Class 350		
380	16" X 8" Tee, D.I., M.J., Class 350		
381	16" X 10" Tee, D.I., M.J., Class 350		
382	16" X 12" Tee, D.I., M.J., Class 350		
383	16" Tee, D.I., M.J., Class 350		
384	16" X 15" Solid Sleeve, D.I., M.J., Class 350		
385	16" X 6" FORD tapping sleeve s.s. no. FAST-1780 X 6A ~ DI		
386	16" X 8" FORD tapping sleeve s.s. no. FAST-1780 X 8A ~ DI		
387	16" X 10" FORD tapping sleeve s.s. no. FAST-1780 X 10A ~ DI		

Bid No.	Description & Manufacturer Numbers	Type or Manufacturer Specified	Unit Price
388	16" X 12" FORD tapping sleeve s.s. no. FAST-1780 X 12A ~ DI		
389	16" MJ Butterfly valve, resilient wedge, epoxy coated, open left		
390	16" Tapping valve, resilient wedge, epoxy coated, open left		
391	16" FORD Uni-Flange series 1400 for DI w/acc. (black)		
392	16" Foster Adapter		
393	16" M.J. gasket		
394	16" M.J. gland pack		
395	20" X 3/4" FORD s.s. saddle FC202-2220-CC3 for D.I.		
396	20" X 1" FORD s.s. saddle FC202-2220-CC4 for D.I.		
397	20" X 2" FORD s.s. saddle FC202-2220-IP7 for D.I.		
398	20" M.J. Butterfly valve, resilient wedge, epoxy coated, open left		
399	20" Tapping valve, resilient wedge, epoxy coated, open left		
400	20" X 20" FORD s.s. repair clamp no. FS3-2280-20 ~ DI		
401	20" SMITH BLAIR bell joint clamp for DI - 274-00002160-000		
402	20" X 15" Solid Sleeve, D.I., M.J., Class 350		
403	20" 11 1/4 degree bend, D.I. M.J., Class 350		
404	20" 22 1/2 degree bend, D.I. M.J., Class 350		
405	20" 45 degree bend, D.I., M.J. Class 350		
406	20" 90 degree bend, D.I., M.J. Class 350		
407	20" X 6" Tee, D.I., M.J., Class 350		
408	20" X 8" Tee, D.I., M.J., Class 350		
409	20" X 10" Tee, D.I., M.J., Class 350		
410	20" X 12" Tee, D.I., M.J., Class 350		
411	20" X 16" Tee, D.I., M.J., Class 350		
412	20" X 18" Tee, D.I., M.J., Class 350		
413	20" Tee, D.I., M.J., Class 350		
414	20" FORD Uni-Flange series 1400 for DI w/acc. (black)		

Bid No.	Description & Manufacturer Numbers	Type or Manufacturer Specified	Unit Price
415	20" X 6" FORD tapping sleeve s.s. no. FAST-2160 X 6A ~ DI		
416	20" X 8" FORD tapping sleeve s.s. no. FAST-2160 X 8A ~ DI		
417	20" X 10" FORD tapping sleeve s.s. no. FAST-2160 X 10A ~ DI		
418	20" X 12" FORD tapping sleeve s.s. no. FAST-2160 X 12A ~ DI		
419	20" M.J. gasket		
420	20" M.J. gland pack		
421	24" X 3/4" FORD s.s. saddle FC202-2650-CC3 for D.I.		
422	24" X 1" FORD s.s. saddle FC202-2650-CC4 for D.I.		
423	24" X 2" FORD s.s. saddle FC202-2650-IP7 for D.I.		
424	24" X 20" FORD s.s. repair clamp no. FS3-2700-20 ~ DI		
425	24" SMITH BLAIR bell joint clamp for DI - 274-00002580-000		
426	24" M.J. Butterfly valve, resilient wedge, epoxy coated, open left		
427	24" Tapping valve, resilient wedge, epoxy coated, open left		
428	24" 11 1/4 degree bend, D.I., M.J., Class 350		
429	24" 22 1/2 degree bend, D.I., M.J., Class 350		
430	24" 45 degree bend, D.I., M.J. Class 350		
431	24" 90 degree bend, D.I., M.J. Class 350		
432	24" X 6" Tee, D.I., M.J., Class 350		
433	24" X 8" Tee, D.I., M.J., Class 350		
434	24" X 10" Tee, D.I., M.J., Class 350		
435	24" X 12" Tee, D.I., M.J., Class 350		
436	24" X 16" Tee, D.I., M.J., Class 350		
437	24" X 18" Tee, D.I., M.J., Class 350		
438	24" Tee, D.I., M.J., Class 350		
439	24" X 15" Solid Sleeve, D.I., M.J., Class 350		

Bid No.	Description & Manufacturer Numbers	Type or Manufacturer Specified	Unit Price
440	24" X 6" FORD tapping sleeve s.s. no. FAST-2600 X 6A ~ DI		
441	24" X 8" FORD tapping sleeve s.s. no. FAST-2600 X 8A ~ DI		
442	24" X 10" FORD tapping sleeve s.s. no. FAST-2600 X 10A ~ DI		
443	24" X 12" FORD tapping sleeve s.s. no. FAST-2600 X 12A ~ DI		
444	24" M.J. gland pack		
445	24" M.J. gasket		
446	24" FORD Uni-Flange series 1400 for D.I. w/acc. (black)		
447	KENNEDY K81A no. 6151026330, MUELLER A-423 3' Bury		
448	KENNEDY K81A no. 6151026335, MUELLER A-423 3.5' Bury		
449	KENNEDY K81A no. 6151026340, MUELLER A-423 4' Bury		
450	KENNEDY K81A no. 6151026345, MUELLER A-423 4.5' Bury		
451	KENNEDY K81A no. 6151026350, MUELLER A-423 5' Bury		
452	KENNEDY K81A no. 6151026355, MUELLER A-423 5.5' Bury		
453	KENNEDY K81A no. 6151026360, MUELLER A-423 6' Bury		
454	1 ft. Hydrant extension, no. K8150-1, A-320, 27-150-70100		
455	1.5 ft. Hydrant extension, no. K8150-1.5, A-320		
456	2 ft. Hydrant extension, no. K8150-2, A-320, 27-150-70300		
457	3 ft. Hydrant extension, no. K8150-3, A-320		
458	KENNEDY collision repair kit no. 1-58-00008		
459	MUELLER collision repair kit no. A301		
460	Cast Iron valve box no. 562-S ~ Short		

Bid No.	Description & Manufacturer Numbers	Type or Manufacturer Specified	Unit Price
461	Cast Iron valve box no. 564-S ~ Tall		
462	Missouri Top Hat valve box top w/ lid no. 2194 - W		
463	Valve box extension, size 2"		
464	Valve box extension, size 4"		
465	Valve box extension, size 6"		
466	Oatey pipe gasket lube, no. 30600, quarts		

Authorized Agent: _____

Vendor Name: _____

Vendor Address: _____

Phone Number: _____ Date: _____