



CDBG-DR Procurement Policies and Procedures

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Version 1

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I. Purpose

The State of Alabama was awarded Community Development Block Grant – Disaster Recovery (CDBG-DR) funding from the U.S. Department of Housing and Urban Development (HUD) to support in the state's recovery from the 2020 Hurricanes, Sally and Zeta. As part of the state's damage and needs assessment, Baldwin County was identified as a most impacted and distressed (MID) area and was awarded \$43,361,686 through the [Alabama Department of Economic and Community Affairs \(ADECA\) CDBG-DR Action Plan](#). These funds are intended to address remaining recovery needs from the disasters by filling funding gaps or providing means to mitigate future impacts.

As a subrecipient of ADECA, Baldwin County Commission is subject to federal procurement standards ([2 CFR 200.317-.327](#)), however HUD recipients and subrecipients may follow their own procurement standards when they are more stringent than the federal standards. The state of Alabama's procurement framework is governed by the state's centralized Alabama Procurement Law for executive agencies and the separate [Competitive Bid Law](#) for local governments and municipalities, which is more restrictive than the federal requirements so the State's Competitive Bid Law contains the procurement standards that must be applied to CDBG-DR funds. Additionally, the *Baldwin County Commission Purchasing Policy* is the primary source for local requirements and this CDBG-DR policy provides the enhanced federal and grant requirements. Any procurement using CDBG-DR funds should comply with federal, state and local requirements, and where there is a conflict, the more restrictive requirement should govern. All projects receiving CDBG-DR funding must demonstrate compliance with these procurement policies and ensure promotion, to the maximum extent practical, of free and open competition in the solicitation and awarding of contracts that are funded in whole or in part with government grants. This policy is the directive for all project activities that are funded in whole or in part with CDBG-DR funds, which includes the following programs, as applicable:

- Local Government Recovery Infrastructure Program (LGRIP)
- County Priority Infrastructure Program (CPIP)
- Homeownership Assistance Program (HAP)

Where projects under these programs are led by non-County entities, or Project Partners, requirements for those projects and activities are called out in this manual as procedures to be completed in order to meet compliance with ADECA, state law, and federal regulations. This policy document identifies responsibilities specific to Baldwin County and Project Partners for each procurement type. Where actions are required for both Baldwin County and Project Partners, the responsible party may be called the "Project Owner".

Awards shall be made to the bidder who is most responsive to the solicitation and is most advantageous to the project, considering price, quality, and other factors. Bids or offers may be rejected when it is in the best interest of the organization to do so.

II. Procurement Standards

Baldwin County and its Partners must comply with the following standards when purchasing supplies and equipment or contracting for construction and other services with federal awards.

- **Separation of Duties:** No single person shall have the authority to approve, execute, record, and maintain custody of any resulting assets from the same transaction. If this is not possible due to the limited size of staff or when the process is decentralized, additional safeguards should be implemented.
- **Conflict of Interest:** Maintain a written code of conduct for employees involved in the awarding and administering of contracts that ensures ethical administration and avoids conflicts of interest.
- **Maximize Competition:** To ensure grant funds are spent efficiently and that costs are reasonable, procurement processes should encourage full and open competition whenever feasible.

To avoid any unfair practices, it is important that the Project Owner not discuss any individual proposal with a potential bidder. Only general information related to what is published in the solicitation can be discussed prior to and during the procurement process. Additionally, during the procurement process, any questions that come in from any potential bidder must be visible to all potential bidders, so adhering to the deadline for all questions to be submitted and publicly publishing all questions and responses prior to the final submission date is critical.

- **Most Responsible and Responsive Bidder:**

Most Responsible generally means the bidder with the most documented successful experience on work that is similar in scope to the scope being procured. In high dollar procurements, this also refers to the bidder that is in the strongest financial position to carry out the work, which allows them to secure high dollar performance bonds, as required.

Most Responsive generally means the bidder whose proposal/bid is the most thorough and provides the clearest and most substantive information. This includes providing full responses to each question/prompt in the solicitation and proposed work plans and budgets that address the procurement needs completely.

- **Cost Reasonableness:** Grantees must ensure the costs for goods and services purchased with grant funds are reasonable. A cost is considered reasonable if it does not exceed what a prudent person would incur under similar circumstances at the time the decision was made. A cost reasonableness analysis must be completed as part of any procurement. Baldwin County has the sole discretion to determine if a cost is reasonable. Any costs that do not meet the requirements of this policy or the project agreement may not be reimbursed by the County.
- **Recordkeeping:** Project Owners must maintain documentation of their normal procurement policy and competitive bid process, including the use of sole source purchasing, as well as documentation evidencing compliance with prevailing wage requirements, if applicable. Records shall be maintained which are sufficient to track the procurement actions taken.

III. Standards of Conduct

All employees, governing body representatives, and agents of a federally funded project must comply with the standards of conduct and conflict of interest requirements at 2 CFR 200.318 (c)(1) in the following ways:

A. Baldwin County

The Commissioners, employees and agents of Baldwin County shall not solicit nor accept gratuities, favors or anything of monetary value from contractors or parties to sub-agreements except for where the financial interest is not substantial, or the gift is an unsolicited item of nominal value.

No employee or Commissioner shall participate in the selection, award, or administration of a contract if a real or apparent conflict of interest is involved. Such conflict would arise when an employee, Commissioner or any family member or employer of an employee or Commissioner, has a financial or other interest in a firm selected for a contract award.

Any employee or Commissioner shall disclose any potential conflict of interest to the entire Baldwin County Commission and shall not participate in discussion or decision making regarding the purchase or contract.

To the extent permitted by state (Title 36, Chapter 25, Alabama Code) or local law or regulations, such standards of conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the officers or employees of the Baldwin County Commission, or agents, or by contractors or their agents.

B. Project Partner

The Council or Board of Directors (governing body), employees and agents of an awarded Project Partner shall not solicit nor accept gratuities, favors or anything of monetary value from contractors or parties to sub-agreements except for where the financial interest is not substantial, or the gift is an unsolicited item of nominal value.

No employee or governing body member shall participate in the selection, award, or administration of a contract if a real or apparent conflict of interest is involved. Such conflict would arise when an employee, governing body member or any family member or employer of an employee or governing body member, has a financial or other interest in a firm selected for a contract award.

Any employee or governing body member shall disclose any potential conflict of interest to the entire governing body and shall not participate in discussion or decision making regarding the purchase or contract.

To the extent permitted by state (Title 36, Chapter 25, Alabama Code) or local law or regulations, such standards of conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the officers or employees of the Baldwin County Commission, or agents, or by contractors or their agents.

IV. Pre-Solicitation Procedures

Prior to conducting procurement, a number of steps are completed in order to properly comply with procurement requirements as set forth in 2 CFR Part 200 Subpart D. The responsible Baldwin County and/or project partner staff (hereafter referred to as “Project Owner”) will consider the following in preparation for procurement.

A. Inclusion of Funds

When beginning to prepare for a procurement effort, the Project Owner will review the project’s sources of funding and the assigned uses of those funds to identify which activities (a) require a contractor or vendor, and (b) if the CDBG-DR funding will support those activities.

- If CDBG-DR funds are not included in the activity, the procurement is not subject to 2 CFR Part 200, but may be subject to requirements under State of Alabama bid law. Refer to the Competitive Bid Law, codified at Article 3, Sections 41-16-50 thru 41-16-63, Code of Alabama 1975 for any solicitation of goods or services over \$30,000.
- If CDBG-DR funds **are** included in the activity, the procurement **must** follow the policies defined in this document.

B. Previously Procured Contracts

Contracts currently in place for services similar to those needed for CDBG-DR funded work may not be amended to include the additional scope unless the Project Owner can demonstrate:

- The original procurement complied with 2 CFR Part 200 and State of Alabama bid law in selecting the vendor.
- The original procurement method completed is the same as would be necessary for the additional scope of work.
- The contract meets an eligible federal contract type and includes the federal contract provisions (see *Section XII*).
- An ICE must be completed for the additional scope of work and cost reasonableness for the vendor’s price must be documented.

Project Owners must provide documentation for Baldwin County and ADECA to review and approve prior to amending any existing agreement to include scope that covers for CDBG-DR funded work on a project.

C. Independent Cost Estimate (ICE) Creation

When preparing the solicitation, and before receiving any responses, the Project Owner creates an independent cost estimate. An independent cost estimate is required for any construction agreement, or purchase of goods or non-construction services above \$15,000, as well as for any change order or amendment to an existing contract that affects the contract price. The standardized ICE form is included in the appendix. The creation of an ICE includes a sufficient range from which to measure received quotes as satisfactory and is used to:

- Confirm the procurement method required based on the estimated cost, and
- Provide a baseline with which to compare the bid totals and pricing received from responses during the Cost or Price Analysis.

For small purchases, general research on the products or services required, or the average of three (3) quotes for the required items form the foundation of the ICE. This research is attached to the ICE form as supporting documentation.

For construction projects, the Project Owner may create a cost estimate for construction labor and materials by averaging the actual cost of construction for three (3) similarly sized and scoped construction projects as the foundation for a cost estimate. These three cost comparisons are attached to the ICE form as supporting documentation to support the estimate. Alternatively, the cost estimate may be prepared by the engineer developing the project plans and specifications. This cost estimate and any relevant notes on the creation of the cost estimate make up the ICE for the project file.

RFP and RFQs should also have an ICE created as part of the bid preparation. For either form of competitive proposal, the Project Owner should research and review rates and costs from other similar (size and/or scope) projects and contracted services. The average pricing from this research forms the basis for the ICE. This research is attached to the ICE form as supporting documentation.

D. Cost or Price Analysis

The Project Owner completes the Cost or Price Analysis after bids are received and prior to award for both RFP or sealed bids to determine cost reasonableness. Cost or Price Analysis differs depending on the procurement method selected and may be successfully completed by using one of the methods below. A Cost or Price Analysis form is included in the appendix.

1. Price Analysis

A price analysis is a comparison of the overall price of a contract, good, or service. Price analysis is appropriate for micro purchases below \$15,000, for purchases at or below \$30,000 under Competitive Bid Law (for non-construction services) or \$100,000 or under for construction services with an adequate number of comparable sources, and for analyzing sealed bids.

a. Under \$15,000

- Price must be reasonable, but no formal analysis is required.

b. \$15,001 - \$100,000

- Project Owner compares the price provided by three or more vendors as well as to the ICE. These vendors may be in the recent past or responding to the solicitation.
- Project Owner compares published rates, such as those available through construction estimating software or available market rates.
- Project Owner may use past prices incurred by Baldwin County to form a basis for the analysis.

2. Cost Analysis

A cost analysis is a review of the cost of individual components of a scope or service. The Project Owner conducts a cost analysis in the following scenarios:

- Costs at or above \$30,000 (non-construction services) or \$100,000 (construction services),
- When analyzing competitive proposals (RFPs),
- When there is a sole-source or non-competitive proposal,
- When an inadequate number of bidders respond to a solicitation, and/or,
- When reviewing amendments or change orders that affect the price of the contract.

A 15% variance above and below the ICE is acceptable, and a quote that falls within this range is allowable. If all quotes are outside of the 15% variance (high or low), then the cost estimate assumptions must be examined, and the Project Owner should determine whether it would be necessary for the procurement to be rebid.

3. Negotiating Costs

The Project Owner may negotiate cost in the following scenarios:

- Small purchases (below \$30,000 (non-construction services) or under \$100,000 (for construction services)),
- Competitive bids (RFPs), and
- Sole-source or non-competitive proposals.

Cost and profit may NOT be negotiated in the following scenarios:

- The sealed bid procurement process – the lowest responsive bid must be chosen.

E. Determination of Method

Determining the method of procurement is the first step in the pre-solicitation process. There are two main factors which affect the procurement method – the item being procured and the expected cost of the item.

For Baldwin County Commission, any Baldwin County staff member who determines that items should be procured for a federally funded activity should contact the Director of Purchasing to determine the appropriate steps for procurement. The Director of Purchasing makes the final determination on which method of procurement is appropriate using the following guide. Once the procurement method is selected, the Director of Purchasing instructs the Baldwin County staff member to prepare the proper solicitation request.

Project Partners should follow their established internal roles and responsibilities for procurement and make a determination on which method of procurement is appropriate using the following guide. Once that determination is made, the Project Owner notifies Baldwin County and Baldwin County will confirm for the Project Owner to prepare the proper solicitation request. Baldwin County reserves the right to determine a different procurement method should be used if the method selected by the Project Owner may

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not be compliant with 2 CFR 200 or the most advantageous for the type of activity or service to be procured.

1. **Construction projects**
 - a. Less than \$15,000 – *Micro purchase*
 - b. \$15,000 - \$100,000 – *Small purchase*
 - c. Greater than \$100,000 – *Sealed bid*
2. **Materials and goods**
 - a. Less than \$15,000 – *Micro purchase*
 - b. \$15,000 - \$30,000 – *Small purchase*
 - c. Greater than \$30,000 – *Sealed bid* (Generally used for produced or designed items)
3. **Professional, architectural, and engineering services**
 - a. Less than \$15,000 – *Micro purchase*
 - b. \$15,000 - \$30,000 – *Small purchase*
 - c. Greater than \$30,000 – *Competitive proposal (RFQs, RFPs)*

Note: sole-source or non-competitive proposals are appropriate in limited scenarios where there is not sufficient competition. This may only be used when other procurement methods are not feasible or have been exhausted.

F. Pre-Qualified Lists

The use of a pre-qualified list is allowable per federal procurement rules. However, per [2 CFR 200.319\(e\)](#) and [A.L. Administrative Code 355-4-3-.11](#), Baldwin County must ensure that the solicitation maximizes free and open competition for all who wish to be considered for the prequalified lists of persons, firms, or products which are used in acquiring goods and services. The County and its Partners strive to establish, or amend, pre-qualified lists that maintain free and open competition while not negatively impeding the competitive procurement process. In order to do this, the County will maintain an open application period for contractors interested in being included on the pre-qualified list. Additionally, the County will advertise the opportunity for local businesses to apply to be included in the pre-qualified list semi-annually through the use of local media and social media. The County will not exclude potential bidders from qualifying during the solicitation period. The pre-qualified list must contain the following information:

- Name and contact information for the supplier or contractor;
- Scope of work, goods, or services typically provided;
- Debarment and Suspension status and when the Sam.gov website was checked for clearance. Please note this check does not negate the requirement for conducting a debarment and suspension check prior to entering into agreement with the winning firm.
- Documented history of compliance with federal cross-cutting requirements and contract performance measures.

To use a pre-qualified list as the distribution of a solicitation, responses must be collected from no fewer than 3 vendors on the list. A pre-qualified list template is included in the appendix.

G. M/WBE Engagement

As a subrecipient for federally funded projects, and in accordance with Executive Order 12432, Baldwin County ensures that small and minority businesses, women's business enterprises, and labor surplus area firms are notified of potential solicitations prior to soliciting work and that contracts are directed to these firms when possible.

Positive efforts shall be made to award a fair share of contracts to small, minority, and women- owned business firms (MWSBE) and/or Section 3 certified businesses. Affirmative steps must be taken to assure that small, minority, and women-owned businesses and/or Section 3 businesses are utilized where possible as a source of supplies, equipment, construction, and services.

Baldwin County and its Partners will ensure that the ADECA Office of Minority Business Enterprise is engaged as part of competitive and sealed bid procurements.

All invitations to bid/sealed bid must be emailed to OMBE@adeca.alabama.gov and a copy of the confirmation of receipt of the email from Mr. Stewart must be included in the procurement file.

H. Other Requirements

For all procurements where Davis Bacon requirements apply, Baldwin County and its Project Partners will follow the Baldwin County Labor Standards Policy Guide for determining appropriate wage determination(s) is included in the solicitation and providing potential bidders with the most up-to-date wage rates no later than ten (10) days prior to bid opening.

For all procurements where Section 3 requirements apply, the following language must be included in the solicitation:

*The work to be performed under this contract is a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, **12 U.S.C. 1701u (section 3)**. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or in substantial part by persons residing in the areas of the project.*

The Federal Compliance Provisions insert required for solicitations and the awarded contract for services and construction projects, which includes language for Davis Bacon and Section 3, are included in the appendix.

V. Procurement Methods

When an entity uses federal funds as a source to procure goods, it must comply with the procurement standards established in [2 CFR 200.318-327](#). In cases where state or local procurement laws, regulations, or ordinances impose more stringent requirements, the entity must follow the stricter standard. All procurements must comply with the more restrictive of:

1. Federal Uniform Guidance requirements,
2. Alabama Competitive Bid Law requirements, or
3. Baldwin County Purchasing Policy requirements.

This section outlines the five federally recognized procurement methods and later sections define the procurement processes that comply with both 2 CFR 200.318-.327 and A.L. Administrative Code 355.4.3.

A. Micro Purchase

Supplies, produced items, or a single-task service costing less than \$15,000 may be awarded without soliciting competitive quotations if the price is considered reasonable. Price reasonableness is normally based on a comparison with historical prices paid for the item, commercial catalog prices or other offers.

B. Small Purchase – Non-Construction Threshold

This Small Purchases procurement process is used to secure non-construction related services, supplies or other property that do not cost more than \$30,000. Baldwin County and its Project Partners conduct a price analysis to document cost reasonableness by obtaining at least three written quotes from qualified sources and encourage price negotiations with the selected firm.

C. Small Purchase – Construction Threshold

This Small Purchase procurement process is used to secure construction related services, supplies or other property that do not cost more than \$100,000. Baldwin County and its Project Partners conduct a price analysis to document cost reasonableness by obtaining at least three written quotes from qualified sources and encourage price negotiations with the selected firm.

D. Sealed Bids

Baldwin County and its Project Partners use sealed bids for all construction contracts, and materials and services purchases over \$100,000. Detailed bids are publicly solicited and a firm, fixed-price contract is awarded to the lowest responsive and responsible bidder. Baldwin County requires at least two or more responsible bidders that are willing and able to compete effectively for the business. If less than two bids are received, Baldwin County, or the responsible partner, will re-solicit the bid or consider a “non-competitive proposal” method, outlined below.

E. Competitive Proposals (RFQs/RFPs)

Professional services and other items where sealed bids are not appropriate over \$30,000 are acquired through competitive bids. RFPs and RFQs are publicly released and must identify all evaluation factors and their relative importance. Proposals must be solicited from an adequate number of qualified sources; if an adequate number of responses are not obtained, Baldwin County, or the responsible partner, will resolicit the RFP/RFQ or consider a “non-competitive proposal” method, outlined below.

F. Non-Competitive Proposals

Procurement by non-competitive proposals or sole source procurement may only be used according to 2 CFR 200.320(c). A cost analysis must be conducted on the individual items proposed in the proposal. Refer to *Section X*.

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G. Procurement Table

The following table summarizes procurement types and may be used as a reference in the decision-making process during procurement:

Procurement Type	Regulatory Requirements	Cost Reasonableness Methodology	Contract Type	Solicitation Method	Used For?	Dollar Thresholds (If Applicable)
Micro Purchases	2 CFR 200.320(a)(1)	Price Analysis	Time and Material OR Fixed Price	No Solicitation Required	Supplies, Inexpensive Items, Single-Task Services	\$15,000 or less
Small Purchases – Non-Construction Threshold	2 CFR 200 A.L. Administrative Code 355-4-3-.05	Price Analysis	Time and Material OR Fixed Price	Quotes or Submitted Bids	Items, Single-Task Services	\$30,000 or less
Small Purchases-Construction Threshold	2 CFR 200 A.L. Administrative Code 355-4-3-.05	Price Analysis	Time and Material OR Fixed Price	Quotes or Submitted Bids	Items, Single-Task Services	\$100,000 or less
Sealed Bids-Construction	2 CFR 200.320(b)(1) A.L. Administrative Code 355-4-3-.02	Price Analysis OR Cost Analysis	Fixed Price	Submitted Bids	Construction	Over \$100,000
Competitive Proposals (RFQs/RFPs) – Non-Construction	2 CFR 200.320(b)(2) A.L. Administrative Code 355-4-3-.03	Price Analysis OR Cost Analysis	Cost Reimbursement, Time and Material, OR Fixed Price	Submitted Proposals	Professional Services, Multi-Task Services, Architectural/Engineering Services	Over \$30,000
Non-Competitive Proposals	2 CFR 200 A.L. Administrative Code 355-4-3-.06	Cost Analysis	Cost Reimbursement, Time and Material, OR Fixed Price	Quotes or Submitted Proposals	Any, if insufficient competition exists	No threshold, only to be used when other procurement is not feasible

VI. Micro Purchase Process

A. Drafting Solicitation

For micro purchases, no solicitation needs to be drafted or posted. The Project Owner needs to define the good or service needed and the quantity.

Informal solicitations by phone, email, fax, or in person communication are allowable as long as a minimum of three quotes are collected and documented in the project file.

B. Level of Approval

- Maintain supporting documentation for Baldwin County Grants Department to review during project set up and/or project monitoring

C. Procurement Procedure

For supplies and services that do not exceed \$15,000, Baldwin County or the Project Partner conducts an informal analysis of the expected cost. Following that informal analysis, the Project Owner:

1. Contacts suppliers or vendors and requests a quote.
2. Compares the quotes to one another and selects the most reasonably priced quote.
3. Authorizes the expenditure of funds on the purchase.
4. Executes the purchase.
5. Adds all documentation to the procurement file.

VII. Small Purchase Process

A. Drafting Solicitation

For small purchases, no solicitation is required to be drafted or posted. The Project Owner needs to define the good or service needed and the quantity as a scope of work.

Informal solicitations by phone, email, fax, or in person communication are allowable as long as a minimum of three written quotes are collected and documented in the project file.

B. Level of Approval

- Maintain supporting documentation for Baldwin County Grants Department to review during project set up and/or project monitoring

C. Procurement Procedure

The federal small purchase threshold per [48 CFR 2.011](#) is currently \$350,000; however, the State of Alabama's Competitive Bid Law (Art. 3, Sec. 41-16-50 – 41-16-63) and Public Works Law (Title 39) establishes different thresholds depending on type of services being procured. The applicable thresholds are as follows:

- Competitive Procurements – non-seal bid – is \$30,000 and below
- Competitive Sealed Bid – construction type services – is \$100,000 and below

Once the Baldwin County or the Project Partner finds that a small purchase will suffice for the procurement, the Project Owner:

1. Finalizes the scope of work.
2. Performs a cost analysis to comply with cost reasonableness documentation requirements.
3. Contacts three or more suppliers or vendors from the pre-qualified list and requests a quote.
 - a. Requests may be made via phone, fax, email, or in person.
 - b. If the pre-qualified list does not have the necessary experience or capacity to perform, the procurement will be expanded to reach firms not on the list.
 - c. A minimum of three (3) quotes must be received, or justification for missing competition must be provided if fewer than three (3) quotes were received.
 - d. The quotes received must be included in the procurement file.
4. Determines which firm to select using the following methods:
 - a. Compare the proposed price to the cost analysis.
 - b. Compare competitive prices received in response to the solicitation to one another.
 - c. Compare proposed prices to prices used in existing contracts, and to prices proposed in the past for the same or similar items/services.
 - d. Apply rough yardsticks (e.g., dollars per pound, per square foot, per hour, etc.) to compare proposed prices and highlight significant inconsistencies that warrant additional pricing inquiry.
 - e. Compare proposed prices to competitive price lists, published catalog or market prices of commodities and products, similar indices and/or discount or rebate arrangements.
5. Works with the appropriate authority to authorize the expenditure of funds on the purchase.
6. Completes a pre-award review (part 6 below),
7. Negotiates with the supplier, if necessary, on the timeline for completion and contract price.
8. Signs the purchase agreement or service contract and executes the purchase.
9. Adds all documentation to the procurement file.

VIII. Sealed Bids

A. Drafting Solicitation

Sealed bid procurement activities will be governed by 2 CFR 200.320, A.L. Administrative Code 355-4-3, Alabama Public Bid Law, and Competitive Bid Law as appropriate. Baldwin County follows a standard format for soliciting bids for construction work. The bid template is included in the appendix. The bid contains all information and resources for a bidder to submit a bid that is responsive to the proposed work, while also allowing for fair and open competition.

Prior to preparing a solicitation for construction, the following must be developed:

1. Perform an independent cost estimate (ICE). Refer to *Section IV.C* of this manual for more information regarding completing an ICE.
2. Collect any engineering documents, project plans, or architectural renderings required of the procurement that define the specifications required to complete the scope of work
3. Determine the appropriate labor wage rate and Section 3 forms required for bid package. Refer to the Davis Bacon and Section 3 compliance sections (*Section XII.D, XII.E*) for additional details.
4. Complete the bid solicitation package included in the Appendix. The solicitation must include:
 - A scope of work for the project that includes a clear and accurate description of the technical requirements of the procured item or service, the anticipated timeframe for delivery or completion of the work, setting forth all requirements which the offeror must satisfy, any other factors associated with evaluating bids or proposals, and avoiding overly prescriptive or “name brand” requirements;
 - Include any warranty and bonding or other security requirements, as applicable.
 - The timeline for response and submission;
 - A mandatory pre-bid meeting for all potential bidders;
 - Method for submissions to be received; and
 - The date and time for bid opening.
5. Project Partners must submit the bid solicitation package to Baldwin County Grants Department for review.
 - If Baldwin County provides feedback, the Partner must address edits and resubmit to the County.
6. Baldwin County submits prepared bid solicitation packages to ADECA for review.
 - If ADECA provides feedback, edits must be addressed and the bid package resubmitted.
7. ADECA approves the bid solicitation package and provides Baldwin County with a letter of authorization.
 - Baldwin County notifies Partner the bid package is approved.
8. The bid solicitation may be released once authorization is received.

B. Level of Approval

1. Baldwin County Grants Department
2. Baldwin County Commission (County-led projects)
3. ADECA

C. Procurement Procedure

Per Public Works Law, construction threshold for Competitive Sealed Bid (Sealed Bid) is \$100,000 and above. Once the solicitation requirements for sealed bids are met and authorization for release is received from ADECA and Baldwin County, the Project Owner:

1. For County-led projects, Baldwin County Commission reviews and approves the release of the bid solicitation.

2. For Partner-led projects, Partners must follow their internal approval requirements prior to publication.
3. Per Public Works Law, submits the solicitation to the following entities to be advertised for a minimum of once per week for three consecutive weeks (21 days) from posting the bid to the bid response deadline.
 - a. Newspaper of general circulation
 - b. The firms on the pre-qualified list which are capable of providing the proposed scope of work
 - c. Baldwin County purchasing portal (for Baldwin County led-projects)
 - d. Partner website or purchasing portal (for Project Partners)
4. Holds a mandatory pre-bid meeting. The pre-bid meeting is a requirement for interested bidders to attend and should be published in advance using the same methods as the sealed bid publication.
5. Baldwin County/Project Partner receives formal sealed bids via the following mechanisms:
 - a. Delivered in person to Baldwin County/ Project Partner designated office.
 - b. Delivered via certified mail service (USPS, UPS, FedEx, etc.). The date and time of submission is the date that the bid is received by Baldwin County/ Project Partner.
 - c. Receives bids from responding firms electronically to a designated inbox.
6. If fewer than three bids from qualified firms are received, the solicitation will be re-advertised up to two additional times for a minimum of one week (7 days) each. With each additional round of advertising Baldwin County or the Project Partner will attempt to expand circulation of the solicitation in attempt to solicit additional engagement.
 - a. If after three rounds of advertisement the solicitation still received less than three bids from qualified firms, Baldwin County or the Project Partner will move forward with the selection process. Refer to *Section X*.
7. Bids are opened publicly at the office on the date and time identified in the formal bid package. The firm name and price from each submission are read aloud and documented in writing.
8. Review all submitted bids and scores each bid based on the following criteria or as outlined in the solicitation:
 - a. The bid cost,
 - b. Conformance to the conditions and specifications as detailed in the bid,
 - c. The bidder's financial resources to perform the contract,
 - d. The bidder's ability to comply with contractual legal or regulatory requirements,
 - e. The bidder's ability to deliver according to contract schedule,
 - f. The bidder's history of performance,
 - g. The bidder's reputation,
 - h. The bidder's ability to obtain necessary data, equipment and facilities, and
 - i. Whether the bidder is otherwise eligible and qualified to receive the award.
9. Reject bids based on the following criteria or as outlined in the solicitation:
 - a. The bid is turned in after the deadline noted in the Invitation to Bid,

- b. The bid is incomplete or non-responsive to the solicitation,
 - c. The bidder was not represented at the mandatory pre-bid meeting.
 - d. The bidder failed to provide a copy of their contractor's license on the outside of the sealed bid per the bid instructions, or
 - e. The bidder failed to provide a bid bond (if required).
- 10. Notifies submitters of any rejected bids and places documentation of the rejection in the procurement file.
- 11. Completes a cost analysis for each element of the proposal to ensure cost reasonableness. Refer to *Section IV.D* of this manual for more information.
- 12. Receives approval from appropriate authority for the selection of the bidder.
 - a. Project Partners must submit the bid review package to Baldwin County Grants Department for review.
 - b. Baldwin County submits bid review packages to ADECA for review.
 - c. ADECA approves the bid review and selected bidder and provides Baldwin County with a letter of authorization.
 - i. Baldwin County notifies Project Partner of authorization to proceed to contracting.
 - ii. If ADECA does not approve of the selected bidder, the Project Owner must complete one of the following actions:
 - 1. Gain clarification from ADECA on its disapproval of the selected bidder
 - 2. Notifies all bidders of the rejections by ADECA and that all bids are formally rejected and that the project will be readvertised; or
 - 3. Request additional assistance from ADECA, and if severe enough HUD, to gain approval.
- 13. Notifies the selected firm as well as those who were not selected about the results of the solicitation.
- 14. The contract is developed using the template provided in the bid package.
- 15. The Project Owner completes a pre-award review (*Section XI*).
- 16. The Project Owner prepares the contract package and ensures that all insurance and risk management documents are included once the original contract is signed and returned.
 - a. For Baldwin County, all contracts are signed by the Baldwin County Commission Chairperson.
- 17. Once all documents are in place, the Project Owner issues a Notice to Proceed to the vendor.
- 18. Baldwin County and Project Partners maintain all procurement records in the procurement file.

IX. Competitive Proposals

A. Drafting the Solicitation

Competitive proposals are similar to sealed bids and follow the same preparation, review and approval process. Per Competitive Bid Law the non-sealed bid threshold is \$30,000 and above. The proposal must contain all information and resources for a respondent to submit a proposal that is responsive to the proposed work, while also allowing for fair

and open competition. Additionally, competitive proposal bids must include the specific criteria for awarding a contract. The Request for Quotes/Request for Proposals template is included in the appendix.

1. Prior to preparing a solicitation for RFQ/RFP, the following must be prepared:
 - Perform an independent cost estimate (ICE). Refer to *Section IV.C* of this manual for more information regarding completing an ICE.
 - Competitive proposals must include scoring criteria on which to base the selection of contracts. This must be determined as part of the RFQ/RFP package. Scoring criteria is particular to the item being procured, but as a starting point should include:
 - Demonstrated experience and/or requests for similar or sample projects completed,
 - Demonstrated financial capability or capital necessary to perform needed work,
 - Historical contract performance, and
 - The proposed costs and price of the bid.
2. Complete the RFQ/RFP package included in the Appendix. The solicitation must include:
 - A scope of work for the project that includes a clear and accurate description of the technical requirements of the procured item or service, the anticipated timeframe for delivery or completion of the work, setting forth all requirements which the offeror must satisfy, any other factors associated with evaluating bids or proposals, and avoiding overly prescriptive or “name brand” requirements;
 - Scoring and evaluation criteria for submissions;
 - Method for submissions to be received; and
 - The timeline for response and submission.
3. Project Partners submit the RFQ/RFP package to Baldwin County Grants Department for review.
 - If Baldwin County provides feedback, the Partner must address edits and resubmit to the County.
4. Baldwin County submits prepared RFQ/RFP packages to ADECA for review.
 - If ADECA provides feedback, edits must be addressed and the RFQ/RFP package resubmitted.
5. ADECA approves the RFQ/RFP package and provides Baldwin County with a letter of authorization.
 - Baldwin County notifies Partner the RFQ/RFP package is approved.
6. The RFQ/RFP solicitation may be released once authorization is received.

B. Level of Approval

1. Baldwin County Grants Department
2. Baldwin County Commission (County-led projects)
3. ADECA

C. Procurement Procedure

Once the solicitation requirements for competitive proposals are met and authorization for release is received from ADECA and Baldwin County, the Project Owner:

1. For County-led projects, Baldwin County Commission reviews and approves the release of the RFP/RFQ package.
2. For Partner-led projects, Partners must follow their internal approval requirements prior to publication.
3. Per Competitive Bid Law, submits the solicitation to the following entities to be advertised for a minimum of once per week for three consecutive weeks (21 days) from posting the request for proposal/qualification to the response deadline. For RFQs, the process is designed to maximize the number of qualified firms able to compete for the project. For RFPs, the goal is to obtain at least three proposals from qualified firms.
 - a. Newspaper of general circulation
 - b. The firms on the pre-qualified list which are capable of providing the proposed scope of work
 - c. Baldwin County purchasing portal (for Baldwin County led-projects)
 - d. Partner website or purchasing portal (for Project Partners)
4. For RFPs, if less than three proposals from qualified firms are received, the RFP will be re-advertised up to two additional times for a minimum of one week (7 days) each. With each additional round of advertising Baldwin County or the Project Partner will attempt to expand circulation of the solicitation in attempt to solicit additional engagement.
 - a. If after three rounds of advertisement the solicitation still received less than three bids from qualified firms, Baldwin County or the Project Partner will move forward with the selection process. Refer to *Section X*.
5. The Project Owner shall establish a Selection Committee with relevant subject matter experts to review proposal submissions. The committee must consist of the following individuals:
 - a. The Baldwin County or Project Partner employee who will manage and monitor the contract.
 - b. An expert (employee or non-employee) in the relevant field, as determined by the Project Owner.
 - c. Employee from Purchasing, Accounting, or other that has state or federal grant and contracting experience.
6. Members of the selection committee are required to sign a conflict of interest form (see appendix), indicating that they or their relatives do not have a pecuniary interest related to the selection.
7. Baldwin County/Project Partner receives proposals by the date and time noted in the RFP/RFQ via the following mechanisms:
 - a. Delivered in person to Baldwin County/ Project Partner designated office.
 - b. Delivered via certified mail service (USPS, UPS, FedEx, etc.). The date and time of submission is the date that the bid is received by Baldwin County/ Project Partner.
 - c. Receives bids from responding firms electronically to a designated inbox.

8. Once the submission deadline passes, the Selection Committee reviews proposal submissions and scores them according to the criteria outlined in the RFP or RFQ.
9. If scoring an RFP, the Project Owner completes a cost analysis for each element of the proposal to ensure cost reasonableness. Refer to *Section IV.D* of this manual for more information. This is not required of RFQs.
10. Once the review is complete, Baldwin County/Project Partner determines whether to award or rebid or the contract.
11. Receives approval from appropriate authority for the selection of the bidder.
 - a. Project Partners must submit the bid review package to Baldwin County Grants Department for review.
 - b. Baldwin County submits bid review packages to ADECA for review.
 - c. ADECA approves the bid review and selected bidder and provides Baldwin County with a letter of authorization.
 - i. Baldwin County notifies Project Partner of authorization to proceed to contracting.
 - ii. If ADECA does not approve of the selected firm, the Project Owner must complete one of the following actions:
 1. Obtain clarification from ADECA on its disapproval of the selected firm
 2. Notifies all respondents of the rejection by ADECA and that all responses are formally rejected and that the contract(s) will be readvertised; or
 3. Request additional assistance from ADECA, and if severe enough HUD, to obtain approval.
12. Notifies the selected firm as well as those who were not selected about the results of the solicitation.
13. Once all material terms have been negotiated, the contract is developed using the template provided in the bid package.
14. The Project Owner completes a pre-award review (*Section XI*).
15. The Project Owner prepares the contract package, and ensures that all insurance and risk management documents are included once the original contract is signed and returned.
 - a. For Baldwin County, all contracts are signed by the Baldwin County Commission Chairperson.
16. Once all documents are in place, the Project Owner issues a Notice to Proceed to the vendor.
17. Baldwin County and Project Partners maintain all procurement records in the procurement file.

X. Non-Competitive Proposals

A. Applicability

Non-competitive procurements are only applicable when other procurement methods are not feasible. Per 2 CFR 200.320(c), not feasible means that:

- a. There is insufficient competition to allow for an adequate number of respondents to solicitations or bids due to the highly specialized nature of the procured item,
- b. There were insufficient respondents to a solicitation and additional competition cannot be found for the procured item, or,
- c. It is known and understood that only one vendor is capable of manufacturing or producing the required product or service.

In order for non-competitive proposals to be considered, the Project Owner must document that attempts to receive multiple quotes, solicitations, or bids were not successful. These attempts (phone calls, faxes, emails, etc.) should be documented and added to the procurement file.

Baldwin County Commission must notify ADECA of the intent to consider a non-competitive proposal. The County will provide documentation and reasoning for ADECA's review and approval. Baldwin County Commission may need to approve the non-competitive proposal selection.

Project Partners must provide Baldwin County Grants Department the documentation and reasoning for a non-competitive proposal for review and submission to ADECA.

Approval must be received from Baldwin County and ADECA prior to entering into an agreement.

XI. Pre-Award Review

Before awarding any contract, complete the following to ensure that the contractor or vendor is qualified to perform work with federal funds and has current credentials. All supporting contractor documentation must be contained in the project file.

A. Federal Debarment and Suspension Check

Prior to Baldwin County or Project Partners entering into and executing agreements with contractors, the Project Owner must log into [Entity Information | SAM.gov](#) and enter in the contractor's information. The following information needed to conduct a SAMs check:

1. Company Legal Name
2. Name of Principals/Owners of the Company
3. Company EIN Number

After the Project Owner has determined that the contractor is not a debarred or suspended contractor, it should print out a dated SAMs Clearance. Clearance documents must be maintained in the file for future use.

Contractors are responsible completing this same verification for all subcontractors.

B. Contractor Licensing

For construction work, check the Alabama Licensing Board for General Contractors registry (<https://genconbd.alabama.gov/>) to ensure the contractor carries the appropriate licensure.

All contractor and subcontractor licenses should be current and maintained in good standing for the duration of the contract period.

C. E-Verify

All vendors, contractors, and subcontractors must complete and submit E-Verify documentation as part of the solicitation response and certify compliance with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (Act 2001-535, as amended).

D. Insurance and Bonds

The Project Partner must verify the proper insurance is held by the contractor by collecting all insurance and bonds as part of contract preparation.

- 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.
- 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.
- Workmen’s Compensation Insurance
- Public Liability and Property Damage
- Vehicle Liability
- Special Hazards
- Builder’s Risk
- Pool of Carriage

Contractors are responsible for verifying insurance coverage for all subcontractors

E. Submission of Selected Bidder/Respondent to ADECA

All winning bidder/respondents’ information must be submitted to ADECA for final approval regardless of the level of the Project Owner. ADECA requires the following documentation to be submitted in addition to the information of the winning bidder/respondent:

- Engineer’s Letter of Recommendation
- Itemized bid tabulation
- Copies of the bid bond
- Power of attorney for the lowest bidder

Timeliness is of paramount importance as after 30 days if an award is not made all deposits, bonds, or other guarantees must be returned to all firms that submitted a bid/response, per Public Works Law Section 39-2-5.

If ADECA has not provided the County with a response within 14 days, the County will follow-up with ADECA for a status update and to confirm no further information or documentation is required.

XII. Contract Management

The following section provides detail on contracting set-up requirements for federally-funded projects. For further details on contract management and oversight, refer to the *Baldwin County Infrastructure Policy Manual*, sections Xa and Xb.

A. Contract Types

Federally-funded projects must comply with using the following contract types:

Firm Fixed Price Contracts

A firm-fixed-price contract provides for a price that is not subject to any adjustment on the basis of the contractor's cost experience in performing the contract. This contract type places upon the contractor maximum risk and full responsibility for all costs and resulting profit or loss. It provides maximum incentive for the contractor to control costs and perform effectively and imposes a minimum administrative burden upon the contracting parties. The contracting officer may use a firm-fixed-price contract in conjunction with an award-fee incentive (see [16.404](#)) and performance or delivery incentives (see [16.402-2](#) and [16.402-3](#)) when the award fee or incentive is based solely on factors other than cost. The contract type remains firm-fixed-price when used with these incentives.

Time and Material

The contracting officer may use a time-and-materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time-and-materials type contract means a contract whose cost to a recipient or recipient is the sum of:

- The actual cost of materials; and
- Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

Because this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the Project Owner awarding such a contract must assert a high degree of oversight to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

Cost Plus Contracts

Federally-funded projects must not use the "cost plus a percentage of cost" and "percentage of construction costs" methods of contracting. If a Project Partner is unsure if a contract is cost plus, it must reach out to the County immediately. Any executed cost plus contracts using CDBG-DR funding will be deemed ineligible and any funds expended must be repaid to Baldwin County or ADECA.

B. Contract Requirements

Baldwin County and its Project Partners will adhere to all applicable federal laws, rules, and regulations and include these in the contracts and subcontracts for the project. These requirements apply to any federally funded contract between a vendor or contractor and Baldwin County, and to any federally funded contracts between Project Partners and a vendor or contractor.

Federal Contract Provisions

To ensure compliance with the laws and regulations that apply to HUD funding, terms and provisions citing all applicable regulations must be included within the contract. Required provisions are included in the General Conditions and Federal Contract Provisions documents in the appendix.

Administrative

Contracts for more than the simplified acquisition threshold must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

All contracts in excess of \$15,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

Performance Measures

To track contractor performance and ensure project progress, all contracts are required to include performance measures specific to the scope of work and project goals and objectives. These should include measurements for the achievement of the project goals and objectives, the expected timeline, and information on how the project must report.

C. Alabama Contracting and Public Bid Law Compliance

For the acquisition of professional services, Baldwin County and its Project Partners must comply with the [Competitive Bid Law](#), codified at Article 3, Sections 41-16-50 thru 41-16-63, Code of Alabama 1975.

For Public Works contracts, including construction, reconstruction, maintenance, repair, or improvement projects funded in whole or in part with CDBG-DR funds, Baldwin County and its Project Partners shall comply with the Alabama Public Works Law, codified at Title 39, Chapters 1 through 8, Code of Alabama 1975, as amended and detailed in the [County/Local Competitive Bid and Public Works Law Manual](#). Public works projects shall be advertised, procured, and awarded in accordance with all applicable requirements of the Alabama Public Works Law, including bid advertisement, bid opening, contractor qualification, bonding, and contract award requirements.

D. Davis Bacon and Related Acts

The Davis-Bacon Act and Related Acts (DBRA) (40 U.S.C. 3141 *et seq.*) apply to contractors and subcontractors performing on federally funded public projects with contracts greater than \$2,000. Contractors and subcontractors are required to pay on-

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site workers no less than the local prevailing wage, including fringe benefits. This requirement also extends to subcontractors. To adhere to Davis-Bacon requirements:

1. The Project Owner confirms that DBRA clauses and the appropriate wage determination are included in all construction bids and contracts to ensure that all applicable programs and services comply with DBRA.
 - a. Baldwin County or its Project Partners should not approve any payment, advance, grant, loan, or guarantee of funds after the beginning of construction unless there is a review of certified payroll reports.

DBRA is not applicable to volunteer labor, including volunteers who have expenses paid or reimbursed. DBRA is also not applicable to force account labor, although this is only applicable when acting as a subrecipient and only in scenarios where force account labor is permitted by the awarding agency.

Guidance on implementing and managing Davis Bacon for Baldwin County CDBG-DR projects can be found in the *Baldwin County Labor Standards SOP*.

E. Section 3 Plan

Section 3 compliance is required for any construction and non-construction service contract more than \$300,000 funded in whole or in part with HUD funds. In accordance with Section 3 of the Housing and Urban Development Act of 1968, as amended, Baldwin County and its Project Partners are required, to the greatest extent feasible, to perform the following:

- Provide training and employment opportunities to low-and very low-income residents and contract opportunities to businesses in the project area.
- Document evidence of attempts to comply with Section 3 including documentation of efforts to identify and provide training and employment opportunities to Section 3 residents, and copies of any advertising targeting Section 3 populations. As requested by the awarding agency, all documentation and forms are submitted to the appropriate staff members. Documentation may include:
 - a. Acceptable advertising for job opportunities includes posted signs, flyers, newspaper ads, and contacting resident organizations or local community development and employment agencies.
- Include a Section 3 clause in all contracts more than \$300,000 for housing, construction, demolition, rehabilitation, or other public construction and ensure that contractors include the same in all subcontracts. Contractors and subcontractors are required to comply with the Section 3 regulations in the same manner as Baldwin County and its Partners.

Baldwin County, its Project Partners, and their contractors and subcontractors will attempt to reach the Section 3 minimum numerical goals found at 24 CFR Part 75:

1. 25% of all labor hours are performed by Section 3 workers;
2. 5% of all labor hours are performed by Targeted Section 3 workers;

To meet this goal, Baldwin County and its Project Partners will follow the outreach and engagement plans as set forth in the *Baldwin County Section 3 Compliance Guidance*.

For construction projects that must comply with Section 3, a Section 3 plan and forms must be included within the bid package and submitted as part of the bid response. The plan and forms are also included in the *Section 3 Compliance Guidance*.

XIII. Amendments and Change Orders

Amendments and Change Orders are subject to similar processes as the initial cost estimation and procurement. It is important to share the amendment and change order process with the selected contractor before work begins to prevent a breakdown in procedure. Changes in scope and/or budget must be processed through a change order or amendment and approved before work can be completed or additional costs are incurred.

Before approving any change order or amendment which adjusts the contract price or scope, the following must occur:

1. The contractor presents the scope of work of the change order **without** including a cost for the change order.
 - a. Verbal explanations of scope of work changes are allowable if the verbal interaction is documented.
2. The Project Owner will perform an independent cost estimate for the proposed change, following the same steps as the normal ICE process.
3. Request the cost of the change order from the contractor.
4. Compare the cost of the change order from the contractor with the ICE. If they are within the allowable 15% range, and the change order is necessary and reasonable to complete the scope of work, it may be approved.

If the change order or amendment impacts the amount of total funds for the project, so that either additional local funding or additional grant funding must be considered, the change order must first be submitted to Baldwin County along with documentation on the additional source of funds. The change order may not go into effect until a review and approval have been provided.

A standard change order approval form is included in the appendix. When completing the form, include all change orders and amendments with the signed contract. The complete change order or amendment package includes:

1. The proposed scope change from the contractor,
2. A completed ICE form,
3. The quote for the scope change from the contractor, and
4. The scope of work approval form.

XIV. Contract Disputes

The Project Owner must log and record any contract disputes that occur before, during, and after contract award. The record must contain:

1. A record of the disputed item,
2. The steps taken to resolution, and

3. The resolution should be added to the contract file.

Contractors which were not selected to perform work must be notified of the results of the procurement by standard mail within fifteen (15) business days after Baldwin County and ADECA approval. If the contractors wish to dispute the results of the procurement, they must be permitted to do so. If the results of the procurement are disputed, the selected contractor must also be notified of a dispute. Standard language for notification that a contractor has not been selected is included in the appendix.

XV. Procurement Records

Procurement records must be retained for a period of five years from the project closeout between Baldwin County and ADECA. Specifically, Baldwin County and/or the Project Partner must maintain records on:

- Method of procurement and the rationale for the method of procurement,
- What contract type was used and why that contract type was selected,
- Procurement documents, such as requests for proposals or invitations for bids,
- Documents demonstrating how the procurement was advertised or circulated,
- Communications with respondents and FAQs,
- Contractor/Vendor responses,
- Contractor/Vendor selection and rejection,
- Disputes (if any), and
- Basis for the contract price.

These documents must be made available upon request of Baldwin County Commission, ADECA, HUD, or other agency with auditing authority, including federal review.

XVI. Appendices

- A. Code of Conduct Acknowledgement Form
- B. Baldwin County Pre-Qualified Contractor List
- C. Small Purchase Quotes
- D. Baldwin County Independent Cost Estimate
- E. Cost and Profit Analysis Form
- F. Procurement Results Letter Template
- G. Baldwin County Contract Change Order Approval
- H. Sample Bid Public Notices
- I. General Conditions and Federal Compliance Provisions
- J. Sealed Competitive Bid
- K. Request For Proposals/ Request for Quotes
- L. Baldwin County Commission Purchasing Policy

A. Code of Conduct Acknowledgement Form

All employees, officers, directors, volunteers or agents of Baldwin County are required to follow the Baldwin County Code of Conduct described below:

No employee, officer, director, volunteer or agent of Baldwin County shall participate in the selection, award or administration of a bid or contract supported by federal funds, if a conflict of interest is real or apparent, to a reasonable person. Such a conflict could arise if the employee, officer, director, volunteer or agent of Baldwin County has a financial, familial, or any other beneficial interest in the vendor firm selected or considered for award. Should a potential conflict of interest arise, it shall be reported to the [REDACTED] and that individual shall be recused from the duration of the procurement.

No employee, officer, director, volunteer or agent of Baldwin County shall do business with, award contracts to, or show favoritism toward a member of his or her immediate family, partner's immediate family or to any company, vendor or concern who either employs or has any relationship to an immediate family member; or award a contract or bid which violates the spirit or intent of Federal, State and local procurement laws and policies established to maximize free and open competition among qualified vendors.

Baldwin County's employees, officers, directors, volunteers and agents shall neither solicit nor accept gratuities, gifts, consulting fees, trips, favors or anything having a monetary value from a vendor, potential vendor, or from the family or employees of a vendor, potential vendor or bidder; or from any party to a sub-agreement or ancillary contract, unless expressly approved by the [REDACTED].

ACKNOWLEDGEMENT

I hereby acknowledge that I have read and understand the Baldwin County Code of Conduct. I agree to comply with the standards, policies and procedures, as is required as part of my continued employment or service with Baldwin County.

I understand that violations of the Code of Conduct may result in disciplinary action, including a warning, revision of responsibilities, suspension or termination of employment or service.

I certify this is a true and correct statement by my signature below:

Signature

Date

Name (please print)

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B. Baldwin County Pre-Qualified Contractor List

Pre-Qualified Contractor List								
#	Name of Firm	Point of Contact	Phone Number	Email	Service(s) Offered	DBE (Y/N)	Section 3 (Y/N)	Davis Bacon (Y/N)
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								

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C. Small Purchase Quotes

SMALL PURCHASE QUOTES

Date of Quote(s): _____ **Procurement Agent Name:** _____ **Project Number/Address:** _____

Description of Needed Goods: _____

Delivery Time, Performance, Warranty & Other Requirements: _____

Additional Information/Justification: _____

Quotes Received:

QUOTE NO.	BUSINESS NAME	NAME OF PERSON PROVIDING THE QUOTE	COMPLETE ADDRESS, PHONE NUMBER FAX NUMBER AND EMAIL ADDRESS, IF USED	FEDERAL TAX ID NUMBER FOR SELECTED QUOTE	\$ DOLLAR QUOTE
1					
2					
3					
4					
5					

Add additional sheet if needed for quotes.

PRINTED NAME OF CONTACT PERSON

CONTACT PHONE NUMBER

SIGNATURE OF DEPARTMENT HEAD

DATE SIGNED

Select the vendor quoting the lowest price for the specified materials, supplies, equipment, or lease. For good cause and with Project Manager approval, Baldwin County may reject lowest quotes, but in such cases will provide a written justification above.

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BALDWIN COUNTY CDBG-DR PROJECT INDEPENDENT COST ESTIMATE						
DATE ICE PREPARED:						
ESTIMATE PREPARED BY:			PREPARER'S PHONE NUMBER:		PREPARER EMAIL:	
PROJECT NAME:			PROJECT NUMBER:		REASON FOR ICE:	
PROCUREMENT METHOD:	SMALL PURCHASE	SEALED BIDDING	RFP	RFQ	SOLE SOURCE	
PLACE CHECK IN APPROPRIATE BOX						
ESTIMATED WORK TYPE:	CONSTRUCTION	MATERIALS + SUPPLIES	SERVICE CONTRACTS	A/E SERVICES	OTHER: Describe Below	
PLACE CHECK IN APPROPRIATE BOX						
DESCRIPTION OF ITEM(S) OR SERVICE(S) REQUIRED:						
ESTIMATE TYPE:		CHECK BOX BELOW	ARE COSTS WITHIN COST THRESHOLDS FOR PROCUREMENT METHOD AND WORK TYPE? YES NO			
Cost Comparison:			IS THIS FOR A MODIFICATION OF AN EXISTING CONTRACT? YES NO			
Published Costs:			<i>IF <u>YES</u> IS ANSWERED FOR ANY OF THE ABOVE ICE MUST BE ROUTED TO THE DIRECTOR OF OPERATIONS FOR APPROVAL.</i>			
NUMBER OF ATTACHMENTS:		LIST OF ATTACHMENTS:				
NUMBER PAGES ATTACHED (NOT INCLUDING THIS PAGE):						
GRAND TOTAL OF ESTIMATE:						
-						
THIS DOCUMENT IS FOR BALDWIN COUNTY PROJECT INTERNAL USE ONLY AND RESULTS OF ESTIMATE ARE NOT TO BE MADE PUBLIC PRIOR TO FINALIZATION, PURCHASE, OR EXECUTION OF CONTRACT						
ICE PREPARER'S SIGNATURE				DATE		
PROJECT MANAGER'S SIGNATURE				DATE		

D. Baldwin County Independent Cost Estimate

E. Cost and Profit Analysis Form

Cost and Profit Analysis Form	
Today's Date:	
Project Information	
Project Title:	Vendor/Contractor:
Total Independent Cost Estimate: \$	Acceptable Range (15% variance): \$ - \$
Vendor/Contractor Proposal: \$	Within Acceptable Range? ☐ Yes ☐ No
Scope of Work: <i>[Please Provide a Brief Description of the Work to be Performed.]</i>	
Contract Modification (Complete if Necessary)	
Type of Modification: ☐ Change Order ☐ Contract Amendment ☐ Additional Services	
Narrative: <i>[Briefly Describe why Contract Modification is Required.]</i>	
Cost Analysis	
Narrative: <i>[Describe the costs analyzed and the method and source of the comparisons made in order to prove reasonableness.]</i>	
Are Supporting Documents Attached? <i>[Note: Support Documentation is Required]</i> ☐ Yes ☐ No	
Negotiation of Total Cost (Complete if Necessary)	
Narrative: <i>[Briefly Describe all Discussions With the Contractor and the Outcome of Any Negotiations.]</i>	
Change in Proposal: ☐ No Change Was Made ☐ Amount was ☐ increased ☐ decreased by \$	
Total Cost After Negotiation: \$	

Profit Analysis
Narrative: <i>[Briefly Describe the Profits Analyzed and the Method and Source of the Comparisons Made in Order to Prove Reasonableness.]</i>
Are Supporting Documents Attached? <i>[Note: Supporting Documentation is Required.]</i> ☐ Yes ☐ No
Total Profit: \$
Profit Negotiation (Complete if Necessary)
Narrative: <i>[Describe all discussions held with the contractor and the outcome of any negotiations.]</i>
Change in Profit: ☐ No Change was Made ☐ Profit was ☐ increased ☐ decreased by: \$
Total Profit After Negotiation: \$
Recommendation
Independent Cost Estimate [ICE]: \$
Total Cost [Including Profit]: \$
Difference between ICE and Total Cost: \$
Difference between ICE and Total Cost: %
Narrative: <i>[Briefly State Reasons for Recommendation for Approval or Denial Based on the Findings of Cost Comparisons.]</i>
Are costs and profits reasonable? ☐ Yes ☐ No
Signatures
The above information is true to the best of my knowledge.
_____ Preparer Signature _____ Date
The above information is true to the best of my knowledge.
_____ Project Manager Signature _____ Date

F. Procurement Results Letter Template

Sample Applicant

1234 Mailing Address Street

Mailing City, Mailing State 12345

Date

Re: Procurement Results – Project Address and Number if Applicable

Dear Mr./Mrs. Applicant, or Business Name,

Thank you for submitting your bid to Project Partner for Bid/RFP XX. We have reviewed all bids/RFPs for the project located at 1234 Project Address Street, City, State, Zip. After review of all the received bids/proposals, it has been determined that you will not be selected to perform work on this project.

We thank you for your interest in the project, and invite you to respond to future opportunities to work with us.

Sincerely,

Name

XXXXXX

Project Partner

Phone Number

Email

Note: This correspondence may be sent either by email or printed and mailed. Copies must be kept on file in the applicable procurement folder.

G. Baldwin County Contract Change Order Approval

Change Order No: _____
Owner: _____

Date Submitted: _____
Contractor: _____

Job Address: _____

City: _____ **Zip:** _____

State the Reasons for Proposed Change:

--

Proposed Scope of Work Changes:

Description	Qty	Unit Price	Line Total

Cost Analysis:

Original Contract Date:		Change in Days:	
Original Contract Price:	\$	New Completion Date:	
Previous Approved Change Order Cost(s):	\$	Does the cost of the change order match the Independent Cost Estimate? ☐ YES ☐ NO	
Proposed Change Order Cost:	\$		
Total (Change Orders + Original Contract):	\$		

Contractor Representative Name

Position

Contractor Signature

Date

Preparer Name

Preparer Signature

Date

Project Owner Review	Baldwin County Review
Change Order Approved: ☐ YES ☐ NO	Change Order Approved: ☐ YES ☐ NO
<i>Project Signature & Date</i>	<i>Baldwin County Signature & Date</i>

H. Sample Bid Public Notices

SAMPLE SEALED BID PUBLIC BID NOTICE

[Project Owner] is accepting Sealed Bids for [service] within the [program name]. Please contact [procurement officer] at [phone number] or [email] to request an application and the Sealed Bid General Instructions. The procedures for the selection of this firm will be in accordance with the procurement requirements of the Baldwin County CDBG Disaster Recovery Program. The contract will be awarded the lowest qualified bidder. Baldwin County and its Partners encourage small and minority-owned firms and women's business enterprises to apply.

All applications must be received by [Project Owner] by [date and time] in the manner stated in the bid package. Bids received late or incomplete will not be considered.

Bid documents are available electronically at [URL for procurement page].

SAMPLE COMPETITIVE PROPOSAL (RFP) PUBLIC NOTICE

[Project Owner] is accepting Sealed Bids for [service] within the [program name]. Please contact [procurement officer] at [phone number] or [email] to request an application and the RFP General Instructions. The procedures for the selection of this firm will be in accordance with the procurement requirements of the Baldwin County CDBG Disaster Recovery Program. All responses received will be evaluated in accordance with the selection criteria and corresponding point system that is identified in the bid package. The contract will be awarded to the highest scoring qualified firm. Baldwin County and its Partners encourage small and minority-owned firms and women's business enterprises to apply.

All applications must be received by [Project Owner] by [date and time] in the manner stated in the bid package. Bids received late or incomplete will not be considered.

Bid documents are available electronically at [URL for procurement page].

I. General Conditions and Federal Compliance Provisions

GENERAL CONDITIONS

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GENERAL CONDITIONS

Including Federal Labor Standards Provisions

1. **Contract and Contract Documents:** The project to be constructed and pursuant to this Contract will be financed with assistance from the Alabama Hurricane Sally-Zeta CDBG-DR Program and is subject to all applicable laws, regulations, and other grant-specific requirements.

The plans, specifications and addenda, hereinafter enumerated in Paragraph 1 of the Supplemental General Conditions of Page 70, shall form part of this Contract and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth. The tables of contents, titles, headings, running headlines and marginal notes contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect, limit or cast light on the interpretation of the provisions to which they refer.

2. **Definitions:** The following terms as used in the contract are respectively defined as follows:
 - a. "Contractor": A person, firm or corporation with whom the contract is made by the Owner.
 - b. "Subcontractor": A person, firm or corporation supplying labor and materials or only labor for work at the site of the project for, and under separate contract or agreement with, the Contractor.
 - c. "Work on (at) the project": Work to be performed at the location of the project, including the transportation of materials and supplies to or from the location of the project by employees of the Contractor and any Subcontractor.
3. **Materials, Services and Facilities:**
 - a. It is understood that except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature and all other services and facilities of every nature whatsoever necessary to execute, complete and deliver the work within the specified time.
 - b. Any work necessary to be performed after regular working hours, on Sunday or Legal Holidays, shall be performed without additional expense to the Owner.
4. **Contractor's Title to Materials:** No materials or supplies for the work shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The Contractor warrants that he has good title to all materials and supplies used by him in the work, free from all liens, claims or encumbrances.
5. **Patents:**
 - a. The Contractor shall hold and save the Owner and its officers, agents, servants and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article or appliance manufactured or used in

the performance of the Contract, including its use by the Owner, unless otherwise specifically stipulated in the Contract Documents.

- b. **License or Royalty Fees:** License and/or royalty fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or its authorized licensee, direct by the Owner and not by or through the Contractor.
 - c. If the Contractor uses any design, device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the Owner of such patented or copyrighted design, device or material. It is mutually agreed and understood, that, without exception, the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or its Sureties shall indemnify and save harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copyrighted design, device or materials or any trademark or copyright in connection with work agreed to be performed under this Contract, and shall indemnify the Owner for any cost, expense or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.
6. **Contractor's Obligations:** The Contractor shall and will, in good workmanlike manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this Contract, within the time herein specified, in accordance with the provisions of this Contract and said specifications. The Contractor shall observe, comply with, and be subject to all terms, conditions, requirements and limitations of the Contract and specifications, and shall do, carry on and complete the entire work to the satisfaction of the Owner.
7. **Protection of Work and Property – Emergency:** The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this Contract. He shall at all times safely guard and protect its own work, and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or injury unless such be caused directly by errors contained in the Contract or by the Owner, or its duly authorized representatives.

In case of an emergency which threatens loss or injury of property, and/or safety of life, the Contractor will be allowed to act, without previous instructions from the Owner, in a diligent manner. He shall notify the Owner immediately thereafter. Where the Contractor has not taken action but has notified the Owner of an emergency threatening injury to persons or damage to the work or any adjoining property, he shall act as instructed or authorized by the Owner.
8. **Inspection:** The authorized representatives and agents of the ADECA and the Department of Housing and Urban Development shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials and other relevant data and records.
9. **Reports, Records and Data:** The Contractor shall submit to the Owner such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the Owner may request concerning work performed or to be performed under this Contract. All records must be maintained not less than five (5) years from the conclusion of this project.

10. **Changes in Work:** No changes in the work covered by the approved Contract Documents shall be made without having prior written approval of the Owner. Charges or credits for the work covered by the approved change shall be determined by one or more, or a combination of the following methods:
- a. Unit bid prices previously approved.
 - b. An agreed lump sum.
 - c. The actual cost of:
 - i. Labor.
 - ii. Materials entering permanently into the work.
 - iii. Insurance
 - iv. Social security and old age and unemployment contributions.

To the cost under (c) there shall be added a fixed fee to be agreed upon but not to exceed fifteen percent (15%) of the actual cost of work. The fee shall be compensation to cover the cost of supervision, overhead, bond, profit, and any other general expenses.

11. **Extras:** Without invalidating the Contract, the Owner may order extra work or make changes by altering, adding to or deducting from the work, the contract sum being adjusted accordingly, and the consent of the Surety being first obtained where necessary or desirable. All the work of the kind bid upon shall be paid for at the price stipulated in the proposal, and no claims for any extra work or materials shall be allowed unless the work is ordered in writing by the Owner, and the price is stated in such order.
12. **Time for Completion and Liquidated Damages:** It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the date of beginning and the time for completion as specified in the contract of the work to be done hereunder are ESSENTIAL CONDITIONS of this Contract; and it is further mutually understood and agreed that the work embraced in this Contract shall be commenced on a date to be specified in the "Notice to Proceed."

The Contractor agrees that said work shall be prosecuted regularly, diligently and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

If the said Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the Owner, then the Contractor does hereby agree, as a part consideration for the awarding of this Contract, to pay to the Owner the amount specified in the Contract, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the Contract for completing the work.

The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount is agreed to be the amount of damages which the Owner would sustain and said amount shall be retained from time to time by the Owner from current periodical estimates.

It is further agreed that time is of the essence of each and every portion of this Contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this Contract, provided, that the Contractor shall not be charged with liquidated damages or any excess cost when the Owner determines that the Contractor is without fault and the Contractor's reasons for the time extension are acceptable to the Owner; provided, further, that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due:

- a. To any preference, priority or allocation order duly issued by the Government.
- b. To unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, or of the public enemy, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and severe weather.
- c. To any delays of Subcontractors or suppliers occasioned by any of the causes specified in subsections (a) and (b) of this article.

Provided, further, that the Contractor shall, within ten (10) days from the beginning of such delay, unless the Owner shall grant a further period of time prior to the date of final settlement of the Contract, notify the Owner, in writing, of the causes of the delay, who shall ascertain the facts and extent of the delay and notify the Contractor within a reasonable time of its decision in the matter.

13. **Claims for Extra Cost:** No claim for extra work or cost shall be allowed unless the same was done in pursuance of a written order of the Owner, as aforesaid, and the claim presented with the first estimate after the changed or extra work is done. When work is performed under the terms of subparagraph 10(c) of the General Conditions, the Contractor shall furnish satisfactory bills, payrolls and vouchers covering all items of cost and, when requested by the Owner, give the Owner access to accounts relating thereto.
14. **Right of Owner to Terminate Contract:** In the event that any of the provisions of this Contract are violated by the Contractor, or by any of its Subcontractors, the Owner may serve written notice upon the Contractor and Surety of its intention to terminate the Contract, such notices to contain the reasons for such intention to terminate the Contract, and unless within ten (10) days after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement of correction be made, the Contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the Owner shall immediately serve notice thereof upon the Surety and the Contractor and the Surety shall have the right to take over and perform the Contract; provided, however, that if the Surety does not commence performance thereof within ten (10) days from the date of the mailing to such Surety of notice of termination, the Owner may take over the work and prosecute the same to completion by contract or by force account for the account and at the expense of the Contractor and the Contractor and its Surety shall be liable to the Owner for any excess cost occasioned by the Owner thereby, and in such event the Owner may take possession of and utilize in completing the work, such materials, appliances and

plant as may be on the site of the work and necessary therefore.

15. Payment to Contractor:

- a. Not later than the ____ day of each calendar month the Contractor shall invoice the Owner for costs expended for the contract and in accordance to agreed upon terms and eligible costs. All payments by the Owner to Contractor shall be made within forty-five (45) days of the Owner's receipt of a complete and accurate invoice and acceptable supporting records from Contractor. Contractor assumes all responsibility for any payment of taxes from the funds received under this Contract.
- b. All material and work covered by partial payments made shall thereupon become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the Owner to require the fulfillment of all of the terms of the Contract.
- c. **Owner's Right to Withhold Certain Amounts and Make Application Thereof:** The Contractor agrees that he will indemnify and save the Owner harmless from all claims growing out of the lawful demands of subcontractors and laborers, and all supplies, including commissary, incurred in the furtherance of the performance of this Contract. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived. If the Contractor fails so to do, then the Owner may, after having served written notice on the said Contractor, either pay unpaid bills, of which the Owner has written notice, direct, or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of this Contract, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor or its Surety. In paying any unpaid bills of the Contractor, the Owner shall be deemed the agent of the Contractor, and any payment so made by the Owner shall be considered as a payment made under the Contract by the Owner to the Contractor and the Owner shall not be liable to the Contractor for any such payments made in good faith.

16. Acceptance of Final Payment Constitutes Release: The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the Owner and others relating to or arising out of this work. No payment, however, final or otherwise, shall operate to release the Contractor or its Sureties from any obligations under this Contract.

17. Insurance: The Contractor shall not commence work under this Contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the Owner, nor shall the Contractor allow any Subcontractor to commence work on this subcontract until the insurance required of the Subcontractor has been so obtained and approved.

- a. Compensation Insurance: The Contractor shall procure and shall maintain during the life of this Contract Workmen's Compensation Insurance as required by applicable State or territorial law for all of its employees to be engaged in work at the site of the project under this Contract and, in case of any such work sublet, the Contractor shall require the Subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance. In case any class of employees engaged in hazardous work on the project under this Contract is not protected under the Workmen's Compensation Statute, the Contractor shall provide and shall cause each Subcontractor to provide adequate employer's liability insurance for the protection of such of its employees as are not otherwise protected.
 - b. Contractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance: The Contractor shall procure and shall maintain during the life of this Contract Contractor's Public Liability Insurance, Contractor's Property Damage Insurance and Vehicle Liability Insurance in the amounts specified in the Supplemental General Conditions.
 - c. Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance: The Contractor shall either (1) require each of its Subcontractors to procure and to maintain during the life of its subcontract, Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance of the type and in the amounts specified in the Supplemental General Conditions specified in subparagraph (b) hereof, or (2) insure the activities of its policy, specified in subparagraph (b) hereof.
 - d. Scope of Insurance and Special Hazards: The insurance required under subparagraphs (b) and (c) hereof shall provide adequate protection for the Contractor and its Subcontractors, respectively, against damage claims which may arise from operations under this Contract, whether such operations be by the insured or by anyone directly or indirectly employed by him and, also against any of the special hazards which may be encountered in the performance of this Contract as enumerated in the Supplemental General Conditions.
 - e. Proof of Carriage of Insurance: The contractor shall furnish the Owner with certificates showing the type, amount, class of operations covered, effective dates and date of expiration of policies. Such certificates shall also contain substantially the following statement: The insurance covered by this certificate will not be cancelled or materially altered, except after ten (10) days written notice has been received by the Owner."
18. **Assignments**: The Contractor shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of the Owner. In case the Contractor assigns all or any part of the monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior

claims of all persons, firms and corporations of services rendered or materials supplied for the performance of the work called for in this Contract.

19. **Mutual Responsibilities of Contractors:** If, through acts of neglect on the part of the Contractor, any other Contractor or any Subcontractor shall suffer loss or damage on the work, the Contractor agrees to settle with such other Contractor or Subcontractor by agreement or arbitration if such other Contractor or Subcontractor will so settle. If such other Contractor or Subcontractor shall assert any claim against the Owner on account of any damage alleged to have been sustained, the Owner shall notify the Contractor, who shall indemnify and save harmless the Owner against any such claim.
20. **Separate Contracts:** The Contractor shall coordinate its operations with those of other Contractors. Cooperation will be required in the arrangement for the storage of materials and in the detailed execution of the work. The Contractor, including its Subcontractors, shall keep informed of the progress and the detail work of other Contractors and shall notify the Architect/Engineer immediately of lack of progress or defective workmanship on the part of other Contractors. Failure of a Contractor to keep informed of the work progressing on the site and failure to give notice of lack of progress or defective workmanship by others shall be construed as acceptance by him of the status of the work as being satisfactory for proper coordination with its own work.
21. **Subcontracting:**
 - a. The Contractor may utilize the services of specialty Subcontractors on those parts of the work which, under normal contracting practices are performed by specialty Subcontractors.
 - b. The Contractor shall not award any work to any Subcontractor without prior written approval of the Owner, which approval will not be given until the Contractor submits to the Owner a written statement concerning the proposed award to the Subcontractor, which statement shall contain such information as the Owner may require.
 - c. The Contractor shall be as fully responsible to the Owner for the acts and omissions of its Subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
 - d. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind Subcontractors to the Contractor by the terms of the General Conditions and other Contract Documents insofar as applicable to the work of Subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the Contract Documents.
 - e. Nothing contained in this Contract shall create any contractual relation between any Subcontractor and the Owner.
22. **Quantities of Estimate:** Wherever the estimated quantities of work to be done and materials to be furnished under this Contract are shown in any of the documents including the proposal, they are given for use in comparing bids and the right is especially reserved except as herein otherwise specifically limited, to increase or diminish them as may be deemed reasonably necessary or desirable

by the Owner to complete the work contemplated by this Contract, and such increase or diminution shall in no way vitiate this Contract, nor shall any such increase or diminution give cause for claims or liability for damages.

23. **General Guaranty:** Neither the final certificate of payment nor any provision in the Contract Documents, nor partial or entire occupancy of the premises by the Owner, shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom, which shall appear within a period of one year from the date of final acceptance of the work unless a longer period is specified. The Owner will give notice of observed defects with reasonable promptness.
24. **Conflicting Conditions:** Any provisions in any of the Contract Documents which may be in conflict or inconsistent with any of the paragraphs in these General Conditions shall be void to the extent of such conflict or inconsistency.
25. **Notice and Service Thereof:** Any notice to any Contractor from the Owner relative to any part of this Contract shall be in writing and considered delivered and the service thereof completed, when said notice is posted, by certified or registered mail, to the said Contractor at its last given address, or delivered in person to the said Contractor or its authorized representative on the work.
26. **Provisions Required by Law Deemed Inserted:** Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall forthwith be physically amended to make such insertion or correction.
27. **Protection of Lives and Health:** "The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of its prosecution of the work. The safety provisions of applicable laws and building and construction codes, in addition to specific safety and health regulations described by Chapter XIII, Bureau of Labor Standards, Department of Labor, Part 1518, Safety and Health Regulations for Construction, as outlined in the Federal Register, Volume 36, No.75, Saturday, April 17, 1971. Title 29 — LABOR, shall be observed and the Contractor shall take or cause to be taken, such additional safety and health measures as the Contracting Authority may determine to be reasonably necessary."
28. **Subcontracts:** The Contractor will insert in any subcontracts the Federal Compliance Provisions, and such other clauses as the Department of Housing and Urban Development may, by instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.
29. **Interest of Member of or Delegate of Congress:** No member of or delegate to Congress, or Resident Commissioner shall be admitted to any share or part of this Contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this Contract if made with a corporation for its general benefit.

30. **Conflict of Interests:** No official of the Owner who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this Contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of or for the Owner who is authorized in such capacity and on behalf of the Owner to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part thereof, any material supply contract, subcontract, insurance contract or any other contract pertaining to the project.
31. **Photographs of the Project:** If required by the Owner, the Contractor shall furnish photographs of the project, in the quantities and as described in the Supplemental General Conditions.
32. **Suspension of Work:** Should the Owner be prevented or enjoined from proceeding with work either before or after the start of construction by reason of any litigation or other reason beyond the control of the Owner, the Contractor shall not be entitled to make or assert claim for damage by reason of said delay; but time for completion of the work will be extended to such reasonable time as the Owner may determine will compensate for time lost by such delay with such determination to be set forth in writing.

FEDERAL COMPLIANCE REQUIREMENTS FOR CDBG-DR FUNDING & APPLICABILITY

The requirements of this section must be included in all subawards, contracts, and purchase orders under Federal awards.

a. Federal Funding Notice

This procurement is funded in whole or in part with Community Development Block Grant–Disaster Recovery (CDBG-DR) funds administered by the U.S. Department of Housing and Urban Development (HUD).

- i. The Contractor shall comply with all HUD requirements, waivers, and Federal Register notices governing this allocation. These federal rules apply to the Contractor’s work, all subcontractors, and all project documentation.
- ii. All work must comply with the Housing and Community Development Act of 1974, as amended, and all applicable HUD notices, waivers, and alternative requirements governing the CDBG-DR allocation.
- iii. **Authority:** 42 U.S.C. § 5301 et seq.; Public Law authorizing the CDBG-DR allocation; HUD Federal Register Notices.

b. Uniform Guidance Compliance

The Contractor shall comply with all applicable provisions of 2 CFR Part 200, including procurement standards, cost principles, contract provisions, and audit requirements.

- iv. **Authority:** 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards).

c. Debarment & Suspension

The Contractor certifies that neither it nor its principals are debarred, suspended, or otherwise excluded from participation in federally assisted transactions. Verification must be performed through the federal exclusion system prior to award and for all subcontractors.

- ii. **Authority:** 2 CFR Part 180; 2 CFR Part 2424.

d. Byrd Anti-Lobbying Amendment

The Contractor shall comply with the Byrd Anti-Lobbying Amendment and submit all required certifications for contracts exceeding \$100,000.

- v. For contracts over \$100,000, the Contractor must certify that no federal funds were used to lobby federal officials. If the Contractor used non-federal funds for lobbying, the Contractor must disclose it. This protects the project from improper political influence.
- vi. **Authority:** 31 U.S.C. § 1352; 2 CFR Appendix II(I).

e. Davis-Bacon and Related Acts

For construction contracts exceeding \$2,000, the Contractor shall pay workers the federal prevailing wage, submit weekly certified payrolls, and comply with all U.S. Department of

Labor labor standards. You must use the wage decision included in the bid package and maintain complete payroll documentation. Pay rates will be no less than the prevailing wage rates issued by the U.S. Department of Labor and comply with all requirements of 29 CFR Parts 1, 3, and 5.

vii. **Authority:** 40 U.S.C. § 3141–3148; 29 CFR Parts 1, 3, 5; 2 CFR Appendix II(D).

f. Contract Work Hours & Safety Standards Act (CWHSSA)

For contracts exceeding \$100,000, the Contractor shall pay overtime at 1.5 times the basic rate for hours worked over 40 in a week and comply with all safety requirements.

viii. **Authority:** 40 U.S.C. § 3701–3708; 29 CFR Part 5; 2 CFR Appendix II(E).

g. Copeland Anti-Kickback Act

The Contractor shall comply with the Copeland Act, including prohibitions on improper wage deductions and submission of weekly statements of compliance.

ix. **Authority:** 40 U.S.C. § 3145; 29 CFR Part 3.

h. Nondiscrimination & Civil Rights

The Contractor may not discriminate in hiring, employment, service delivery, or access to facilities. The Contractor must ensure accessibility for individuals with disabilities and shall comply with all applicable nondiscrimination laws, including:

- Title VI of the Civil Rights Act
- Section 109 of the Housing and Community Development Act
- Section 504 of the Rehabilitation Act
- Americans with Disabilities Act
- Fair Housing Act
- Age Discrimination Act

i. **Authority:** 42 U.S.C. § 2000d; 42 U.S.C. § 5309; 29 U.S.C. § 794; 42 U.S.C. § 12101; 42 U.S.C. § 3601; 42 U.S.C. § 6101.

i. Equal Employment Opportunity

The Contractor shall comply with and ensure all contracts related to the project include the equal opportunity clause provided under 41 CFR 60-1.4(b).

x. **Authority:** 41 CFR Part 60-1.3; 41 CFR 60-1.4(b); Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375

j. Section 3 Requirements

The Contractor shall comply with Section 3 of the Housing and Urban Development Act of 1968 and HUD’s implementing regulations at 24 CFR Part 75, including providing employment, training, and contracting opportunities to Section 3 workers and business concerns to the greatest extent feasible. The Contractor must track and report all Section 3 efforts and outcomes.

The Contractor will be provided with the proper forms and instructions for completing the Section 3 requirements.

xi. **Authority:** 12 U.S.C. § 1701u; 24 CFR Part 75.

k. Environmental & Historic Preservation

The Contractor shall comply with all environmental requirements applicable to the project, including NEPA and related laws, and shall follow all procedures required under Section 106 of the National Historic Preservation Act if historic or archaeological resources are encountered.

ii. **Authority:** 42 U.S.C. § 4321; 24 CFR Part 58; 54 U.S.C. § 306108; Section 6002 of the Solid Waste Disposal Act; 42 USC 6962

l. Domestic Preferences for Procurement

The recipient and its contractor should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

xii. For purposes of this section:

“Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

“Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

xiii. **Authority:** 2 CFR 200.216

m. Rights to Inventions Made Under a Contract or Agreement –

The recipient and its contractor will comply with requirements for rights to inventions when entering into a contract with a small business firm or nonprofit organization.

xiv. **Authority:** 37 CFR Part 401

n. Access to Records

The Contractor shall provide access to all records related to this contract to the Grantee, HUD, the HUD OIG, and the U.S. Comptroller General for audit and monitoring purposes.

xv. **Authority:** 2 CFR § 200.337.

o. Record Retention

Records shall be retained for the period required by 2 CFR § 200.334 or longer if required by HUD or the Grantee, but at least 5 years following the closeout of the ADECA grant from HUD.

xvi. **Authority:** 2 CFR § 200.334.

p. Remedies for Non-Compliance

Failure to comply with federal requirements may result in withholding of payments, suspension or termination, disallowance of costs, or other remedies available under federal law.

xvii. **Authority:** 2 CFR §§ 200.339–200.340.

q. Title VI Clause, Civil Rights Act of 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

r. Section 109 Clause, Housing and Community Development Act of 1974

No person in the United States shall on the grounds of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

s. Prohibitions against certain telecommunications equipment

The Contractor is prohibited from obligating or expending grant funds to procure or obtain telecommunications equipment, services, or contracts for the defined "covered telecommunications equipment or services" under 2 CFR 200.216 and as described in section 889 of Public Law 115-232

xviii. **Authority:** 2 CFR 200.216, Public Law 115-232

t. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities:

- i. The work to be performed under this Contract is a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12, U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by, persons residing in the area of the project.
- ii. The parties to this Contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth 24 CFR Part 75 (4-1-25 Edition), and all applicable rules and orders of the Department issued thereunder prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

- iii. The Contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of this commitment under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
 - iv. The Contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the Subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 75 (4-1-25 Edition). The Contractor will not subcontract with any Subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 75 (4-1-25 Edition) and will not let any subcontract unless the Subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
 - v. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 75 (4-1-25 Edition), and all applicable rules and orders of the Department issued hereunder prior to the execution of the Contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified in 24 CFR Part 75 (4-1-25 Edition).
- u. **Rehabilitation Act of 1973, Section 504 Handicapped (if \$2,500 or over): Affirmative Action for Handicapped Workers:**
- i. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
 - ii. The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
 - iii. In the event of the Contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
 - iv. The Contractor agrees to post in conspicuous places, available to

employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take

- v. affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- vi. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 504 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- vii. The Contractor will include the provisions of this clause in every subcontract or purchase order of
- viii. \$2,500 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to Section 504 of the Act, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

v. **Section 402 Veterans of the Vietnam Era (if \$10,000 or over): Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era:**

- i. The contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam era in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based on their disability or veteran status in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- ii. The Contractor agrees that all suitable employment openings of the Contractor which exist at the time of the execution of this Contract and those which occur during the performance of this Contract, including those not generated by this Contract and including those occurring at an establishment of the Contractor other than the one wherein the Contract is being performed but excluding those of independently operated corporate affiliates, shall be listed at an appropriate local office of the State employment service system wherein the opening occurs. The Contractor further agrees to provide such reports to such local office regarding employment openings and hires as may be required.
- iii. State and local government agencies holding Federal contracts of \$10,000 or more shall also list all their suitable openings with the appropriate office of

the State employment service, but are not required to provide those reports set forth in paragraphs 4 and 5.

- iv. Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and non-veterans. The listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the Contractor from any requirements in Executive Orders or regulations regarding nondiscrimination in employment.
- v. The reports required by paragraph 2 of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or, where the Contractor has more than one hiring location in a State, with the central office of that State employment service. Such reports shall indicate for each hiring location (1) the number of individuals hired during the reporting period, (2) the number of nondisabled veterans of the Vietnam era hired, (3) the number of disabled veterans of the Vietnam era hired, and (4) the total number of disabled veterans hired. The reports should include covered veterans hired for on-the-job training under 38 U.S.C.1787. The Contractor shall submit a report within 30 days after the end of each reporting period wherein any performance is made on this Contract identifying data for each hiring location copies of the reports submitted until the expiration of one year after final payment under the Contract, during which time these reports and related documentation shall be made available, upon request, for examination by any authorized representatives of the contracting officer or of the Secretary of Labor. Documentation would include personnel records respecting job openings, recruitment and placement.
- vi. Whenever the Contractor becomes contractually bound to the listing provisions of this clause, it shall advise the employment service system in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these provisions and has so advised the State system, there is no need to advise the State system of subsequent contracts. The Contractor may advise the State system when it is no longer bound by the contract clause.
- vii. This clause does not apply to the listing of employment openings which occur and are filled outside of the 50 states, the District of Columbia, Puerto Rico, Guam and the Virgin Islands.
- viii. The provisions of paragraphs 2, 3, 4 and 5 of this clause do not apply to openings which the Contractor proposes to fill from within its own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of its own organization or employer-union arrangement for that opening.
- ix. As used in this clause:

- a. "All suitable employment openings" includes, but is not limited to, openings which occur in the following job categories: production and nonproduction; plant and office; laborers and mechanics; supervisory and nonsupervisory; technical; and executive, administrative, and professional openings that are compensated on a salary basis of less than \$25,000 per year. This term includes full-time employment, temporary employment of more than three days' duration, and part-time employment. It does not include openings which the Contractor proposes to fill from within its own organization or to fill pursuant to a customary and traditional employer—union hiring arrangement nor openings in an educational institution which are restricted to students of that institution. Under the most compelling circumstances an employment opening may not be suitable for listing, including such situations where the needs of the Government cannot reasonably be otherwise supplied, where listing would be contrary to national security, or where the requirement of listing would otherwise not be for the best interest of the Government.
- b. "Appropriate office of the State employment service system" means the local office of the Federal-State national system of public employment offices with assigned responsibility for serving the area where the employment opening is to be filled, including the District of Columbia, Guam, Puerto Rico and the Virgin Islands.
- c. "Openings which the Contractor proposes to fill from within its own organization" means employment openings for which no consideration will be given to persons outside the Contractor's organization (including any affiliates, subsidiaries, and the parent companies) and includes any openings which the Contractor proposed to fill from regularly established "recall" lists.
- d. "Openings which the Contractor proposes to fill pursuant to customary and traditional employer-union hiring arrangements" means employment openings which the Contractor proposes to fill from union halls, which is part of the customary and traditional hiring relationship which exists between the Contractor and representatives of its employees.
- x. The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
- xi. In the event of the Contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
- xii. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notice shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era for employment, and the rights of applicants and employees.
- xiii. The Contractor will notify each labor union or representative of workers with

which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of the Vietnam Era Veterans Readjustment Assistance Act, and is committed to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era.

- xiv. The Contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to the Act, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontractor or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

w. Age Discrimination Act of 1975

During the performance of this Contract, the Contractor agrees as follows: the Contractor agrees not to exclude from participation, deny program benefits, or discriminate on the basis of age.

x. Certification of Compliance with Air and Water Acts (applicable to Federally assisted construction contracts and related subcontracts exceeding \$100,000):

During the performance of this Contract, the Contractor and all Subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended. In addition to the foregoing requirements, all nonexempt Contractors and Subcontractors shall furnish to the Owner, the following:

- xix. A stipulation by the Contractor or Subcontractors that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
- xx. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- xxi. A stipulation that as a condition for the Contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, or EPA indicating that a facility utilized, or to be utilized for the Contract, is under consideration to be listed on the EPA List of Violating Facilities.
- xxii. Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraphs A through D of this section in every nonexempt subcontract and requiring that the Contractor will take such actions as the Government may direct as a means of enforcing such provisions.

y. Special Conditions Pertaining to Hazards, Safety Standards and Accident Prevention:

- i. Lead—Based Paint Hazards (applicable to contracts for construction or rehabilitation of residential structures)

The construction or rehabilitation of residential structures is subject to the HUD Lead-Based Paint regulations, 24 CFR Part 35. The Contractor and Subcontractors shall comply with the provisions for the elimination of lead-based paint hazards under subpart B of said regulations. The Owner will be responsible for the inspections and certifications required under Section 35.14(f) thereof.

- ii. Use of Explosives (modify as required)

When the use of explosives is necessary for the prosecution of the work, the Contractor shall observe all local, State and Federal laws in purchasing and handling of explosives. The Contractor shall take all necessary precaution to protect completed work, neighboring property, water lines or other underground structures. Where there is danger to structures or property from blasting, the charges shall be reduced and the material shall be covered with suitable timber, steel or rope mats.

The Contractor shall notify all owners of public utility property of intention to use explosives at least eight hours before blasting is done close to such property. Any supervisions or direction of use of explosives by the Engineer does not in any way reduce the responsibility of the Contractor or its Surety for damages that may be caused by such use.

- iii. Danger Signals and Safety Devices (modify as required)

The Contractor shall make all necessary precautions to guard against damages to property and injury to persons. He shall put up and maintain in good condition, sufficient red or warning lights at night, suitable barricades and other devises necessary to protect the public. In case the Contractor fails or neglects to take such precautions, the Owner may have such lights and barricades installed and charge the cost of this work to the Contractor. Such action by the Owner does not relieve the Contractor of any liability incurred under these specifications or Contract.

z. Federal Labor Standards Provisions:

The Contractor shall abide by the requirements of the Federal Labor Standards Provisions (HUD 4010). Appropriate wage rates for the project shall be included here.



J. Sealed Competitive Bid

Template available separately.

K. Request For Proposals/ Request for Quotes

REQUEST FOR PROPOSALS (RFP)

[Project Name]

[Project Owner]

Baldwin County Commission

SUBMITTALS DUE: xx/xx/2026 no later than X:00 pm CDT

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Section 1 – Purpose and Program Overview

[Add description of program/project, Project Owner, and objective of the RFP]

This solicitation by the [Project Owner] may result in the selection of a qualified and experienced firm, or firms, with specific experience and qualifications in the areas identified in this solicitation. For consideration, proposals for this project must contain evidence of the Proposer's experience and abilities in the specified areas and other disciplines directly related to the proposed service.

It is the intent and purpose that this RFP promotes a free and open competitive selection process. It shall be the Proposer's responsibility to advise the [Project Owner] if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Firms with demonstrated experience and certifications that meet the RFP requirements, and with an interest in making their services available to the [Project Owner] are invited to respond to this RFP through submittal of a proposal.

This project will be funded in part or in whole through a Community Development Block Grant – Disaster Recovery (CDBG-DR) award made to [Project Owner] by the Baldwin County Commission, in concurrence with the Baldwin County Local Recovery Plan for DR-4563 and DR-4573 (LRP) accepted by the Alabama Department of Economic and Community Affairs (ADECA) on February 21, 2025. CDBG-DR is federal funding from the U.S. Department of Housing and Urban Development (HUD) and allocated to Baldwin County through an agreement with ADECA. The selected proposer that enters into an agreement with [Project Owner] will be subject to federal compliance requirements based on the activities outlined in the scope of work and as listed in the agreement.

Section 2 – Proposal Guidelines

This Request for Proposal represents the requirements for an open and competitive process. Proposals will be accepted until **X:00 p.m. CDT, Month XX, 2026**. Any proposals received after this date and time will be rejected. All proposals must be signed by an official agent or representative of the company submitting the proposal.

If the firm or firms submitting a proposal must outsource or subcontract any work to meet the requirements contained herein, this intent must be clearly stated in the proposal. Additionally, all proposed costs referenced in the proposals must be all-inclusive to include any outsourced or contracted work. Any proposals which call for outsourcing or subcontracting work must include the name and description of the organizations being contracted.

Submissions must include a proposed cost that identifies total costs related to meeting the scope of work. Costs should be clearly defined and itemized as a cost per inspection activity, and presented as the sum of the actual materials, direct labor hours, general administration, and profit. The proposal must include a description of all professional staff to be assigned to this project, proposed fees, costs, reimbursable expenses, etc. Proposals will be evaluated for reasonableness of costs for the total effort. The quote must be complete, accurate, and well documented.

A response to this proposal request should be provided as a typed narrative that addresses:

1. Organization and staff experience and qualifications, including
 - a. Staffing capacity for administering the scope of work

- b. [Add Specific experience needs based on scope]
 - c. Any prior experience with federally funded grant programs
3. Proposal Budget
4. Description of budget
4. Current Liability Insurance
5. Copies of current/valid licenses for Alabama [Name type of licenses needed]
6. Sam.gov registration and Unique Entity Identifier (UEI) number

Responses must also include completed forms and certifications as provided in this RFP under Section 7, including:

- RFP Response Form
- Certification of Bidder Regarding Equal Employment Opportunity
- Certification of Bidder Regarding Segregated Facilities
- Certification by Owner
- Certificate of Owner's Attorney
- Beason-Hammon/E-Verify Certification
- Suspension and Debarment Certification Form
- Conflict of Interest Form
- Certification of Restrictions on Lobbying Activities

Submissions with missing or incomplete forms and certifications will not be considered.

Contract terms and conditions will be negotiated upon selection of the winning Proposer, or Proposers, for this solicitation for professional services. All contractual terms and conditions will be subject to review by the [Project Owner] and the Baldwin County Commission and will include scope, budget and other necessary items pertaining to the contract.

The [Project Owner] and Baldwin County reserves and, in its sole discretion, may exercise the following rights and options with respect to the proposal submission, evaluation, and selection process under this RFP:

- To reject any proposals if, in the [Project Owner] or County's sole discretion, the proposal is incomplete, the proposal is not responsive to the requirements of this RFP as stated, the Proposer does not meet the qualifications set forth in the RFP, or it is otherwise in the [Project Owner] or County's best interests to do so. If any bidder seeks to protest a bid or RFP outcome, they may submit a letter in writing to the [Project Owner].
- To make reasonable investigations deemed necessary and proper to determine the ability of the Proposer to perform the work.
- To supplement, amend, substitute, or otherwise modify this RFP at any time prior to selection of one or more Proposers for negotiation and to cancel this RFP with or without issuing another RFP.
- To request that some or all of the Proposers modify proposals based upon the [Project Owner] 's review and evaluation.
- To select more than one proposer based on evaluation of responses, capacity for services, price, and/or qualifications.

PROPOSAL BUDGET

The submitted proposal must include a budget that includes all related costs expected to be incurred to complete the scope of work (labor, materials, travel, etc.). Costs and quantities for the budget should be categorized as:

- [Add budget categories/specifications, or include a budget template]

The budget narrative included in the proposal must describe the costs included, as well as describe any other costs considered in the total proposed amount.

RESPONSIBILITIES

The contracted Proposer, or Proposers, ("Contractor") will assume responsibility for delivery of services and project performance, regardless of whether the Contractor subcontracts any of these items and services. The Contractor will be the sole point of contact regarding contractual matters, including performance of services and the payment of all charges resulting from contract obligations. The Contractor will be totally responsible for all obligations outlined under this RFP.

QUALIFICATIONS

The proposer must demonstrate experience in [Add qualification requirements]

All Contractors, to the best of their knowledge and belief, must be in, and remain in compliance with all applicable Federal, Alabama State, County and municipal laws, regulations, resolutions and ordinances. In particular and without limitation, all Contractors must be licensed and permitted in accordance with The Code of Alabama Title 10, concerning corporations doing business within Alabama, Title 34, dealing with licensing for businesses, Title 40, concerning licenses and taxation, unless otherwise exempt. The selected Contractor and applicable subcontractors must be registered in SAM.gov, have an UEI number, and not be suspended, debarred, or otherwise excluded from federally funded transactions. All Contractors should be prepared to timely submit to the County non-confidential evidence or documentation demonstrating that the fact they are presently licensed and permitted under Alabama law. Such non-confidential evidence or documentation is encouraged to be submitted with the Proposal Package.

The Contractor expressly acknowledges, to and for the benefit of the [Project Owner], that an agreement with the [Project Owner] may be funded with **federal grant monies**, and therefore, Contractor expressly warrants and agrees that it shall at all times comply with all applicable federal, state, local and municipal laws and regulations. Various Federal Crosscutting Requirements apply to subrecipients of CDBG-DR funds, including regulations concerning Civil Rights and Fair Housing, and administrative regulations found in 2 C.F.R. Part 200 and 24 C.F.R. 570. For more information about the Federal regulations, visit the website <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200> for Code of Federal Regulations.

All firms must provide proof of proper certification of authority, and any required registration, to transact business in this State, in order to perform work for the [Project Owner]. The firm's Registration Number shall be provided within the Proposal package. For additional information, the Alabama Secretary of State, Corporate Division may be contacted at (334) 242-5324.

All vendors, contractors and grantees are required to comply with the Alabama Immigration Law under Sections 31-13-9 (a) and (b) of the Code of Alabama. Information and forms can be found on the Baldwin County Commission's Purchasing website under E-Verify at www.baldwincountyal.gov. All proposers should submit with their proposal the completed E-Verify package and Certification Regarding Lobbying Form which can be downloaded from the Purchasing website www.baldwincountyal.gov.

All Contractors that qualify as a Disadvantaged Business Enterprise (DBE) must provide supporting documentation in their proposal along with the completed DBE Registration form that may be downloaded from the County website, www.baldwincountyal.gov. A Disadvantaged Business Enterprise or DBE means a for profit small business that (1) is at least 51% owned by one or more individuals who are both socially and economically-disadvantaged or, in the case of a corporation, in which 51% of the stock is owned by one or more such individuals; and (2) whose management and daily business operation are controlled by one or more of the socially and economically disadvantaged individuals who own it.

The County is seeking to encourage participation by Proposers who are MBE/WBE business enterprises. Proposers should state whether they are an MBE/WBE business enterprise. If so, a copy of the current MBE/WBE certification letter should be provided with the Proposal.

CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE

The Contractor shall not commence work under an agreement with the [Project Owner] until all the required insurance has been obtained. Such insurance has not been approved by the [Project Owner], nor shall the Contractor allow any Subcontractor to commence work on his subcontract until the insurance required of the Subcontractor has been so obtained and approved.

COMPENSATION INSURANCE

The Contractor shall procure and shall maintain during the life of an agreement with the [Project Owner] Workmen's Compensation Insurance for all of his employees to be engaged in work on the project under his Contract, and, in case of any such work sublet, the Contractor shall require the Subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance. In case a class of employees engaged in hazardous work on the project under this contract is not protected under the Workmen's Compensation Statute, the Contractor shall provide and shall cause each Subcontractor to provide adequate employer's general liability insurance for the protection of such of his employees as are not otherwise protected.

The [Project Owner] , its Departments and its employees shall be named as additional insured.

CONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

The Contractor shall procure and shall maintain during the life of an agreement with the [Project Owner] a Comprehensive Liability Policy providing bodily injury and property damage coverage on an occurrence basis including damages arising from blasting explosion or collapse, mechanical equipment digging in streets or highways, and including completed operations, independent contractors and contractual general liability.

Insurance shall be contractual general liability \$500,000.00 per occurrence bodily injury and property damage; \$5,000 per person medical payments or medical expense; \$500,000.00 per occurrence bodily injury and property damage; \$5,000 per person medical payments or medical expense; \$500,000.00 personal and advertising injury; \$50,000.00 fire damage (any one firm); \$1,000,000.00. The [Project Owner], its Departments and its employees shall be named as additional insured.

The contractor shall immediately furnish a Certificate of Insurance listing the [Project Owner] as additional insured through the end of the contract term (annually upon renewal) for limits stated in bid specifications.

DEFAULT OF CONTRACT

If the Contractor fails to begin the work under an Agreement with the [Project Owner] within the time specified once the Notice to Proceed is issued, or fails to perform the Work with sufficient workers, equipment, or materials to ensure its prompt completion, or performs the Work unsuitably, or neglects or refuses to remove materials or perform anew such work as shall be rejected as defective and unsuitable, or discontinues the prosecution of the Work, or from any other cause whatsoever does not carry on the Work in an acceptable manner, or becomes insolvent or is adjudicated as bankrupt, or commits any act of bankruptcy or insolvency, or allows any final Judgment to stand against him unsatisfied for a period of ten (10) days, the [Project Owner] may give notice in writing by registered mail to the Contractor and the Surety of such delay, neglect, or default. If within ten (10) day after receipt of such notice the Contractor does not remedy the fault specified in said notice, or the Surety does not proceed to take over the work for completion, the [Project Owner] shall have full power and authority, without impairing the obligation of the Contract or the Contract Bond, to take over the completion of the Work; to appropriate or use and/or all material and equipment on the ground that may be suitable and acceptable; to enter into agreements with others for the completion of the Contract according to the terms and provisions thereof, or to use such other methods as in its opinion may be required for the completion of the contract. The Contractor and his Surety shall be liable for all costs and expenses incurred by the [Project Owner] in completing the Work and also for all liquidated damages In conformity with the terms of the Contract. In case the sum of such expense and such liquidated damages exceeds the sum, which would have been payable under the Contract, the Contractor and his Surety shall be liable and shall pay to the County the amount of such excess. Notice to the Contractor shall be deemed to be served when delivered to the person in charge or any office used by the Contractor or his representative at or near the work or by registered mail addressed to the Contractor at his last known place of business.

CONTRACT PERIOD

It is the intent of the [Project Owner] to enter into an agreement, or agreements, for a **number (#)** calendar month period.

Section 3 – Proposal Submittals and Requirements

Proposals shall include all the information solicited in this RFP, and any additional data that the respondent deems pertinent to the understanding and evaluation of the proposal. The respondent should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may or may not be solicited.



Submittal of a Proposal shall constitute the Proposer's agreement and intent to follow and adhere to all statements, offerings and monetary incentives contained within this Request for Proposal.

In conjunction with other material and information requested in the RFP, all Proposers responding to this solicitation shall provide three (3) copies of their proposal to the address below by **Month XX, 2026, at X:00 p.m. CDT. FAX OR EMAIL SUBMITTALS WILL NOT BE ACCEPTED.**

[Project Owner]

[RFP Point of Contact]

Mailing Address:

Physical Address:

Questions regarding this information shall be directed to [RFP Point of Contact] at [email].

Questions must be received no later than **Month XX, 2026, at 2:00 p.m. CDT.**

Section 4 – Scope of Services

TASK 1:

[Detailed scope of work for the service needed; organize by tasks if reasonable]

Section 5 – Evaluation Criteria

[Update evaluation criteria to meet need of RFP]

The evaluation of Proposer qualifications and capabilities shall include the following factors and will be scored and weighted as described below: technical methodology; experience; past record; past performance; adequacy of personnel; abilities of personnel; willingness and ability to meet time and budget requirements; recent, current and projected workload; proximity; approach to the project; capacity and ability to furnish the required services; volume of work previously awarded to each firm submitting proposals.

Proposals received timely will be assessed by the [Project Owner]'s Evaluation Committee based on the criteria and corresponding maximum values for the factors which may be assigned, as shown in the table below. In their evaluation of proposals, Committee members will assign a score on a numeric scale, from 0 to 5, for each criterion. The numeric rating scale to be used for assigning values relies on the following scores/factors: **"0"** - Fails to Fit; **"1"** - Poor Fit; **"2"** - Fair Fit; **"3"** - Good Fit; **"4"** - Very Good Fit; **"5"** - Excellent Fit.

EVALUATION CRITERIA	WEIGHT
Capacity to Meet Milestones and Timelines	(25%)
Firm Qualifications and Capabilities	(25%)
Experience with HUD or other federal/state funding	(10%)
Cost and Value	(25%)

Client References for Similar Projects	(15%)
TOTAL	100%

Capacity to Meet Milestones and Timelines: Assigned employees' depth of skills; number of employees proposer would devote to the Project; key personnel to be assigned; firm's proximity / familiarity with the project area; flexibility of the firm/ project team;

Firm Qualifications and Capabilities: Proposer's experience and depth of knowledge of project scope requirements; staff experience; proposer's approach and understanding of the scope; length of time proposers have been in business; quality and responsiveness of the proposal submitted.

Experience with HUD or other federal/state funding: Proposer's engagement with previous federal- or state-funded housing programs or related work, which may include HUD, Alabama Housing Finance Authority, Housing Authority, or others; the nature of the program and the engagement; staff experience with HUD or other publicly-funded program(s).

Cost and Value: The nature and scope of the services rendered in relation to the service required; proposed cost relative to the developed Independent Estimate of Costs for the Project; consideration of applicable federal, state, and internal standards for professional service costs, including the reasonableness and necessity of proposed cost.

Client References for Similar Projects: The quality of past performance, strength of collaborative client /vendor relationships and level of trust, and examples of positive project coordination, as described by client references.

RFP SCHEDULE - The following schedule is the PROPOSED schedule for evaluations.

Deadline for Proposal Questions **XX/XX/2026 no later than 2:00 pm CDT**

Proposal Due Date **XX/XX/2026 no later than 2:00pm CDT**

Section 6 – Client References

[insert request for references or template used in other bids]

Section 7 – Proposal Certifications and Provisions

1. RFP Response Form
2. Certification of Bidder Regarding Equal Employment Opportunity
3. Certification of Bidder Regarding Segregated Facilities
4. Certification by Owner
5. Certificate of Owner's Attorney
6. Beason-Hammon/E-Verify Certification
7. General Conditions
8. Federal Compliance Provisions
9. Suspension and Debarment Certification Form
10. Conflict of Interest Form
11. Certification of Restrictions on Lobbying Activities