



LEON COUNTY AUDITOR'S OFFICE

Melissa B. Abney, County Auditor

P.O. Box 898, 113 West Main Street, Centerville, Texas 75833 (903)536-2709 (903)536-5801FAX

March 13, 2019

Invitation for Bid

Dear Bidders:

You are invited to submit bids in accordance with the attached specification packet, Invitation for Bid #2019-212, Radio Dispatch Console Equipment. All bids must be submitted with an original and one (1) copy to the Leon County Auditor's Office, 113 West Main Street, 2nd Floor, Centerville, Texas 75833, no later than 10:00 AM, Wednesday, April 3, 2019. Bids will be opened at 10:05 AM, April 3, 2019 in the Auditor's Conference room located in the Auditor's Office on the second floor of Annex I.

All questions regarding this bid solicitation must be in writing and may be sent by email to melissa.abney@co.leon.tx.us or debbie.reeder@co.leon.tx.us or faxed to 903-536-5801 to the attention of Melissa B. Abney or Debbie Reeder no later than four business days prior to the due date. It is the responsibility of each vendor to examine the entire bid package, seek clarification in writing and review their bid for accuracy before submitting. The County will not be bound by any information conveyed verbally.

All Bids shall be submitted to the Leon County Auditor's Office in a sealed envelope marked:

**IFB 2019-212
Radio Dispatch Console Equipment**

Your consideration of this bid request is appreciated.

Sincerely,

Melissa B. Abney
Leon County Auditor

Attachments

TABLE OF CONTENTS

	Page
Bid Submittal Checklist	2
Instructions to Bidders.....	3
General Conditions of Bidding and Terms of Contract.....	7
Special Requirements/Instructions	15
Procurement Standards	18-45
System Specifications-Table of Contents	46-47
Specifications.....	48-64
Bid Form	65-66
Vendor References	67
Certificate of Interested Parties Form 1295.....	68
Conflict of Interest Questionnaire.....	69
Signature Page	70
Offer and Acceptance Form	71

BID SUBMITTAL CHECKLIST

Items checked below represent components comprising this bid package. If the item **IS NOT** checked, it is **NOT APPLICABLE** to this bid. Bidders are asked to review the package to be sure that all applicable parts are included. If any portion of the package is missing, notify the Auditor's Office immediately.

It is the Bidder's responsibility to be thoroughly familiar with all Requirements and Specifications. Be sure you understand the following before you return your bid packet.

- 1. **Cover Sheet –**
- 2. **Table of Contents**
This page is the Table of Contents
- 3. **Offer and Acceptance Form**
This page to be sign and returned with Bid packet.
- 4. **General Requirements**
You should be familiar with all of the General Requirements.
- 5. **Special Requirements/Instructions**
Provides information you must know in order to make an offer properly.
- 6. **Specifications**
Contains the detailed description of the product/service sought by the County.
- 7. **Pricing/Delivery Information**
Used to solicit exact pricing of goods/services and delivery costs.
- 8. **Attachments**
 - a. **Bid Guaranty & Performance Bond Information & Requirements**
Applies only to certain bids/proposals. Read carefully and fill out completely.
 - b. **Bid Check Return Authorization Form**
Applies only to certain forms. Read carefully and fill out completely.
 - c. **Vehicle Delivery Instructions**
Included only when purchasing vehicles.
 - d. **Minimum Insurance Requirements**
Included when applicable (does not supersede "Hold Harmless" section of General Requirements).
 - e. **Workers' Compensation Insurance Coverage Rule 110.110**
Applicable for a building or construction contract.
 - f. **Financial Statement**
When this information is required, you must use this form.
 - g. **Reference Sheet**
 - h. **Other – From 1295 and Form CIQ**
From time to time other attachments may be included.

INSTRUCTIONS TO BIDDERS

1. Bid Submission

- A. Bids must be submitted in complete original form by mail or messenger to the following address:

Leon County Auditor's Office
PO Box 898
113 West Main Street, 2nd Floor
Centerville, Texas 75833

- B. Bids will be accepted at the above address until the time and date specified herein and will be publicly opened and read aloud the same day.
- C. All bids shall be tightly sealed in an envelope and plainly marked with the Invitation for Bid number, due date, and the bidder's name and address.
- D. Late bids will not be accepted and will be returned unopened to the bidder.
- E. All bids submitted in response to this invitation shall become the property of Leon County and will be a matter of public record available for review.

2. Preparation of Bids

- A. The bid shall be legibly printed in ink or typed.
- B. If a unit price or extension already entered is to be altered, it shall be crossed out and initialed in ink by the bidder.
- C. The bid shall be legally signed and shall include the complete address of the bidder.
- D. Leon County is exempt from Federal and State Sales Taxes, and such taxes shall not be included in bid prices.

3. Signatures

All bids, notifications, claims, and statements must be signed by an individual authorized to bind the bidder. The individual signing certifies, under penalty of perjury, that he or she has the legal authorization to bind the bidder.

4. Rejection or Withdrawal

Submission of additional terms, conditions or agreements with the bid document are grounds for deeming a bid non-responsive and may result in bid rejection. Leon County reserves the right to reject any and all bids and to waive any informalities and minor irregularities or defects in bids. Bids may be withdrawn in person by a bidder or authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the time set for receipt of bids. Bids are an irrevocable offer and may not be withdrawn within 90 days after opening date.

5. Award

The bid will be awarded to the responsible, responsive bidder(s) whose bid, conforming to the solicitation, will be most advantageous to Leon County – price and other factors considered. Unless otherwise specified in this IFB, Leon County reserves the right to accept a bid in whole or in part, and to award by item or by group, whichever is deemed to be in the best

interest of Leon County. Any bidder who is in default to Leon County at the time of submittal of the bid shall have that bid rejected. Leon County reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial nonconformity in the offer, as determined by Leon County, shall be deemed non-responsive and the offer rejected.

In evaluating bids, Leon County shall consider the qualifications of the bidders, and, where applicable, operating costs, delivery time, maintenance requirements, performance data, and guarantees of materials and equipment. In addition, Leon County may conduct such investigation as it deems necessary to assist in the evaluation of a bid and to establish the responsibility, qualifications, and financial ability of the bidders to fulfill the contract.

Leon County reserves the right to award this contract on the basis of **lowest and best bid** in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offeror, and/or to reject any or all bids. In the event the lowest dollar offeror meeting specifications is not an awarded contract, Offeror may appear before the Commissioners' Court and present evidence concerning Offeror responsibility after officially notifying the Auditor's Office of Offeror's intent to appear.

6. Contract

A response to an IFB is an offer to contract with Leon County based upon the terms, conditions, and specifications contained in the IFB. Bids do not become contracts unless and until they are executed by Leon County, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the contract are contained in the IFB, unless any of the terms and conditions is modified by an IFB Amendment, a Contract Amendment, or by mutually agreed terms and conditions in the contract documents.

7. Bid Results

Bid results are not provided in response to telephone inquiries. A preliminary tabulation of bids received will be available as soon as possible following bid opening. A final tabulation will be available for review after a formal written request is made and signed by requester.

8. Changes and Addenda to Bid Documents

Each change or addendum issued in relation to this IFB document will be on file in the Auditor's Office. In addition, to the extent possible, copies will be mailed to each person registered as having received a set of bid documents. It shall be the bidder's responsibility to make inquiry as to change or addenda issued. All such changes or addenda shall become part of the contract and all bidders shall be bound by such addenda. Information on all changes or addenda issued will be available at the Auditor's Office.

9. Specifications

Unless otherwise stated by the bidder, the bid will be considered as being in accordance with Leon County's applicable standard specifications, and any special specifications outlined in the bid document. References to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of Leon County, and should not be construed as excluding bids on other types of materials, equipment, and supplies. However, the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid. Leon County reserves the right to determine if equipment/product being bid is an acceptable alternate. All goods shall be new unless otherwise so stated in the bid. Any unsolicited alternate bid, or any changes,

insertions, or omissions to the terms and conditions, specifications, or any other requirements of the bid, may be considered non-responsive.

10. Delivery

Bids shall include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder, prices bid will be considered as being based on F.O.B. delivered, freight included.

11. Interpretation of Bid and/or Contract Documents

All inquiries shall be made within a reasonable time prior to the date and time fixed for the bid opening, in order that a written response in the form of an addendum, if required, can be processed before the bids are opened. Inquiries received that are not made in a timely fashion may or may not be considered.

12. Currency

Prices calculated by the bidder shall be stated in U.S. dollars.

13. Pricing

Prices shall be stated in units of quantity specified in the bid documents. In case of discrepancy in computing the amount of the bid, the unit price shall govern.

14. Notice to Proceed/Purchase Order

The successful bidder may not commence work under this contract until authorized to do so by the Leon County Auditor's Office.

15. HB 1295

Vendor must complete Form 1295 online with the Texas Ethics Commission ("TEC"). The TEC website can be accessed at <http://www.ethics.state.tx.us/file/>. **Business entities MUST complete Form 1295 online prior to contracting with Leon County.** Upon completing the form, the TEC website will generate a PDF version of the business entity's Form 1295, including creating a unique "Certificate Number" that is stamped in the upper right-hand corner of the form. The business entity must then execute a hard copy of the form and submit it to Leon County with the submitted bid documents. **Failure to submit Form 1295 with bid documents will result in disqualification.** Example form can be found on Page 68.

16. Conflict of Interest Questionnaire

Vendor must complete a Conflict of Interest (CIQ) Questionnaire. This form can be accessed at <https://www.ethics.state.tx.us/forms/CIQ> and must be returned with the submitted bid documents. Example of this form can be found on Page 69.

17. Certification

By signing the offer section of the Offer and Acceptance page, bidder certifies:

- A. The submission of the offer did not involve collusion or other anti-competitive practices.
- B. The bidder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.

- C. The bidder hereby certifies that the individual signing the bid is an authorized agent for the bidder and has the authority to bind the bidder to the contract.

18. Definitions

“County” – Leon County, Texas.

“Contractor” – The bidder whose proposal is accepted by Leon County.

GENERAL TERMS AND CONDITIONS OF BIDDING AND TERMS OF CONTRACT

By execution of this document, the vendor accepts all general and special conditions of the contract as outlined below and in the specifications and plans.

1. BIDDING

A. Bids

All bids must be submitted on the bid form furnished in this package.

B. Authorized Signatures

The bid must be executed personally by the vendor, duly authorized partner of the partnership, or duly authorized officer of the corporation. If executed by an agent, a power of attorney or other evidence of authority to act on behalf of the vendor shall accompany the bid to become a valid bid.

C. Late Bids

Bids must be in the Auditor's Office before or at the specified time and date bids are due. Bids received after the submission deadline shall be rejected as non-responsive.

D. Withdrawal of Bids Prior to Bid Opening

A bid may be withdrawn before the opening date by submitting a written request to the Auditor's Office. If time allows the bidder may submit a new bid. Bidder assumes full responsibility for submitting a new bid before or at the specified time and date bids are due. Leon County reserves the right to withdraw a request for bids before the opening date.

E. Withdrawal of Bids after Bid Opening

Bidder agrees that its offer may not be withdrawn or cancelled by the vendor for a period of ninety (90) days following the date and time designated for the receipt of bids unless otherwise stated in the bid and/or specifications.

F. Bid Amounts

Bids shall show net prices, extensions where applicable and net total. In case of conflict between unit price and extension, the unit price will govern. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be interpreted in the favor of Leon County.

G. Exceptions and/or Substitutions

All bids meeting the intent of the specifications and plans will be considered for award. Vendors taking exception to the specifications and plans, or offering substitutions, shall state these exceptions in the section provided. If bid is made on an article other than the one specified, which a bidder considers comparable, the name and grade of said article must be specified in the bid and sufficient specifications and descriptive data must accompany same to permit thorough evaluation. The absence of stated

exceptions and/or substitutions shall indicate that the vendor has not taken any exceptions to the specifications and shall be responsible to perform in strict accordance with the specifications. **As a matter of practice, Leon County rejects exception(s) and /or substitutions as non-responsive but reserves the right to accept any and/or all of the exception(s) and/or substitution(s) deemed to be in the best interest of Leon County.**

H. Alternates

The Invitation for Bid and/or specifications may expressly allow bidder to submit an alternate bid. Presence of such an offer shall not be considered an indication of non-responsiveness.

I. Descriptions

Unless otherwise specified, any reference to make, manufacturer and/or model used in the bid specifications is merely descriptive and not restrictive, and is used only to indicate type, style, or quality of material desired.

J. Bid Alterations

Bids cannot be altered or amended after submission deadline. Any interlineations, alterations, or erasures made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

K. Tax Exempt Status

Leon County is exempt from federal excise tax and state sales tax. Unless the bid form or specifications specifically indicate otherwise, the bid price must be net, exclusive of above-mentioned taxes and will be so construed. Therefore, the bid price shall not include taxes.

L. Quantities

Quantities indicated are estimated quantities only and are not a commitment to buy. Approximate usage does not constitute an order, but only implies the probable quantity that will be used. Commodities will be ordered on an as-needed basis. Bidder is responsible for accurate final counts.

M. Bid Award

Award of contract shall be made to the most responsible, responsive bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price. Leon County reserves the right to be the sole judge as to whether items bid will serve the purpose intended. Leon County reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the County. Leon County reserves the right to award based upon individual line items, sections or total bid.

N. Silence of Specifications for Complete Units

All materials, equipment and/or parts that will become a portion of the completed work, including items not specifically stated herein but, necessary to render the service(s) complete and operational per the specifications, are to be included in the bid price.

Vendor may be required to furnish evidence that the service, as bid, will meet or exceed these requirements.

O. Addenda

Any interpretations, corrections or changes to the specifications and plans will be made by addenda no later than forty-eight (48) hours prior to the bid opening. Addenda will be distributed to all known recipients of bid documents. Vendors shall acknowledge receipt of all addenda with submission of bid.

P. General Bid Bond/Surety Requirements

Failure to furnish bid bond/surety, if requested, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

Q. General Insurance Requirements

Failure to furnish Affidavit of Insurance, if required in these specifications, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

R. Responsiveness

A responsive bid shall substantially conform to the requirements of this Invitation to Bid and/or specifications contained herein. Bidders who substitute any other terms, conditions, specifications and/or requirements or who qualify their bids in such a manner as to nullify or limit their liability to the contracting entity shall have their bids deemed non-responsive. Also, bids containing any clause that would limit contracting authority shall be considered non-responsive. Examples of non-responsive bids include but shall not be limited to: a) bids that fail to conform to required delivery schedules as set forth in the bid request; b) bids with prices qualified in such a manner that the bid price cannot be determined, such as with vague wording that may include "price in effect at the time of delivery," and c) bids made contingent upon award of other bids currently under consideration.

S. Responsible Standing of Bidder

To be considered for award, bidder must at least: have the ability to obtain adequate financial resources, be able to comply with required or proposed delivery/completion schedule, have a satisfactory record of performance; have a satisfactory record of integrity and ethics, and be otherwise qualified and eligible to receive award.

T. Proprietary Data

Bidder may, by written request, indicate as confidential any portion(s) of a bid that contain proprietary information, including manufacturing and/or design processes exclusive to the vendor. Leon County will protect from public disclosure such portions of a bid, unless directed otherwise by legal authority, including existing Open Records Acts.

U. Public Bid Opening

Bidders are invited to be present at the opening of bids. After the official opening of bids, a period of not less than one week is necessary to evaluate bids. The amount of time necessary for bid evaluation may vary and is determined solely by the County. Following the bid evaluation, all bids submitted are available for public review.

2. PERFORMANCE

A. Design, Strength, and Quality

Design, strength, and quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practices. The apparent silence of specifications and/or plans as to any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications and/or plans shall be made on the basis of this statement.

B. Age and Manufacture

All tangible goods being bid must be new and unused, unless otherwise specified, in first-class condition, of current manufacture, and furnished ready to use. All items not specifically mentioned that are required for a complete unit shall be furnished.

C. Delivery Location

All deliveries will be made to the address(es) specified on the purchase order during working hours of 8:00 a.m. to 3:00 p.m., Monday through Thursday, unless otherwise authorized by the Leon County Auditor's Office or designee.

D. Delivery Schedule

Delivery time may be an important consideration in the evaluation of best value. The maximum number of days necessary for delivery ARO shall be stated in the space, if provided, on the bid form.

E. Delivery Charges

All delivery and freight charges, F.O.B. destination shown on Leon County purchase order, as necessary to perform contract are to be included in the bid price.

F. Installation Charges

All charges for assembly, installation and set-up shall be included in the bid price. Unless otherwise stated, assembly, installation and set-up will be required.

G. Operating Instructions and Training

Clear and concise operating instructions and descriptive literature will be provided in English, if requested. On-site detailed training in the safe and efficient use and general maintenance of item(s) purchased shall be provided as needed at the request of Leon County. Instructions and training shall be at no additional cost to the County.

H. Storage

Bidder agrees to provide storage of custom ordered materials, if requested, for up to thirty (30) calendar days.

I. Compliance with Federal, State, County, and Local Laws

Bids must comply with all federal, state, county and local laws, including, but not limited to, all applicable standard safety, emission, and noise control requirements. Any

vehicles or equipment shall contain all standard safety, emission, and noise control requirements required for the types and sizes of equipment at the time of their manufacture. The contractor agrees, during the performance of work or service, to comply with all applicable codes and ordinances of Leon County or the State of Texas as they may apply, as these laws may now read, or as they may hereafter be changed or amended.

J. OSHA

The bidder will certify all equipment complies with all regulations and conditions stipulated under the Williams-Steiger Occupational Safety and Health Act of 1971, as amended. The successful bidder will further certify that all items furnished under this project will conform and comply with federal and State of Texas OSHA standards. The successful bidder will agree to indemnify and hold harmless Leon County for any and all damages that may be assessed against the County.

K. Patents and Copyrights

The successful vendor agrees to protect the County from claims involving infringements of patents and/or copyrights.

L. Samples, Demonstrations and Testing

At Leon County's request and direction, bidder shall provide product samples and/or testing of items bid to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested at any point prior to or following bid award. Samples, demonstrations and/or testing may be requested upon delivery and/or any point during the term of resulting contract. All samples (including return thereof), demonstrations, and/or testing shall be at the expense of the bidder/vendor.

M. Acceptability

All articles enumerated in the bid shall be subject to inspection by an officer designated for that purpose by Leon County. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Leon County Auditor's Office, who shall have the right to reject the whole or any part of the same. Items and/or work determined to be contrary to specifications must be replaced at the vendor's expense. Inferior items not retrieved by the vendor within thirty (30) calendar days or an otherwise agreed upon time, shall become the property of the County. If disposal of such items warrants an expense, an amount equal to the disposal expense will be deducted from amounts payable to the vendor.

3. PURCHASE ORDERS AND PAYMENT

A. Purchase Orders

A purchase order(s) shall be generated by the Leon County Auditor's Office to the successful vendor. The purchase order number must appear on all itemized invoices and packing slips. The County will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.

B. Invoices

All invoices shall reference the Purchase Order number. Invoices shall reference the bid item number or a detailed description for each item invoiced. If an item purchased and itemized on the invoice does not correspond to an item in any of the categories awarded to the vendor, invoice shall reference the item as "N/C" to indicate that it is a non-contract item. This requirement is to assist the County in verifying contract pricing on all invoices. Payment will be made under terms of net thirty (30) days. All invoices shall be mailed to the Leon County Auditor's Office, PO Box 898, Centerville, Texas 75833.

C. Funding

Leon County is operated and funded on an October 1 to September 30 basis; accordingly, the County reserves the right to terminate, without liability to the County, any contract for which funding is not available.

D. Audit Provision

Seller shall establish a reasonable accounting system, which enables ready identification of seller's cost of goods and use of funds. Buyer may audit seller's records any time before three years after final payment to verify buyer's payment obligation and use of buyer's funds. This right to audit shall include subcontractors in which goods or services are subcontracted by seller. Seller shall insure buyer has these rights with subcontractor(s).

4. CONTRACT

A. Contract Definition

The General Conditions of Bidding and Terms of Contract, Specifications, Plans, Bidding Forms, Addenda, and any other documents made a part of this bid shall constitute the complete bid. This bid, when duly accepted by Leon County, shall constitute a contract equally binding between the successful bidder and Leon County.

B. Contract Agreement

Once a contract is awarded, the unit prices offered by the successful bidder shall remain firm for the term of the contract. Contract shall commence on date of award and continue with an option to renew for up to a four (4) year period.

C. Change Order

No different or additional terms will become part of this contract with the exception of a change order. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing and at the discretion and approval of Leon County. No change order will be binding unless signed by an authorized representative of the County and the vendor.

D. Price Redetermination

A price redetermination may be considered by Leon County only at the twelve (12) month anniversary dates of the contract. All requests for a price redetermination shall be in written form. Cause for such request, i.e., manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/ State minimum wage law, Federal/State unemployment taxes, F.I.C.A, Insurance Coverage Rates, etc., shall be substantiated in writing by the source of the cost increase. The bidder's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Leon County reserves the right to accept or reject any/all requests for price redetermination as it deems to be in the best interest of the County.

E. Termination for Default

Leon County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default of this contract. Leon County reserves the right to terminate the contract immediately in the event the vendor fails to perform to the terms of specifications or fails to comply with the terms of this contract. Breach of contract or default authorizes the County to award to another vendor, purchase elsewhere, and charge the full increase in cost and handling to the defaulting party.

F. Invalid, Illegal, or Unenforceable Provisions

In case any one or more of the provisions contained in the Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this contract shall be considered as if such invalid, illegal, or unenforceable provision had never been contained herein.

G. Injuries or Damages Resulting from Negligence

Successful vendor shall defend, indemnify and save harmless Leon County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful vendor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful vendor shall pay any judgment with cost which may be obtained against Leon County growing out of such injury or damages.

H. Interest by Public Officials

No public official shall have interest in this contract, in accordance with Texas local government code.

I. Warranty

The successful vendor shall warrant that all materials utilized in the performance of this contract shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

J. Uniform Commercial Code

The successful vendor and Leon County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

K. Venue

This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in the County of Leon, Texas.

L. Sale, Assignment, or Transfer of Contract

The successful vendor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Leon County.

M. Silence of Specifications

The apparent silence of these specifications as to any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

SPECIAL REQUIREMENTS/INSTRUCTIONS

The following requirements and instructions supersede General Requirements where applicable.

1. Bid Requirement

Each bidder should submit as a bid this entire IFB, completed where necessary, for example, the IFB cover sheet, the Price Sheets, etc. Use an opaque envelope, clearly indicating on the outside the Job Number, Job Description, and marked "SEALED BID". Leon County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB. All protests should be coordinated through the Auditor's Office prior to award recommendation to Commissioners' Court.

2. Delivery Time

Bid shall show number of days in advance required to place aggregate services at the County's designated locations. Failure to state delivery time may cause bid to be rejected. The county has the right to extend delivery time if reason appears valid.

3. Payment

Leon County will pay original invoices that clearly itemize the goods and/or services provided as to quantity, part number, description, price, applicable discount (if any), labor charges showing time differential, if applicable and if previously agreed to, and delivery, installation, and set-up costs, if applicable and if previously agreed to. Only charges as stated on the Bid Form(s) submitted as a part of the bid will be considered.

Invoices must indicate Leon County as applicable, the address to which the product(s) and/or service(s) were delivered, and the applicable purchase order number. Invoices will be matched to delivery tickets prior to payment; therefore, all delivery tickets should have an accurate description of the product(s) and/or service(s).

4. Minimum Insurance Requirements

- A. The contractor shall, at all times during the term of this contract, maintain insurance coverage with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.
- B. All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents.
- C. Successful bidder shall be required, at his or her own expense, to furnish the Leon County Auditor's Office within ten (10) days of notification of award with certified copies of all insurance policies or certificates of insurance for General Liability, Workers Compensation, and Vehicle insurance coverage to be in force throughout the term of the contract. Leon County shall be named as an additional "INSURED". All insurance shall be in accordance with the governing federal, state, or local laws.
- D. The County reserves the right to require additional insurance should it deem necessary.
- E. Workers' Compensation (with Waiver of subrogation to Leon County) Employer's Liability, including all states, and other endorsements, if applicable to the Project.

Statutory, and Bodily Injury by Accident: \$100,000 each employee. Bodily Injury by Disease: \$500,000 policy limit \$100,000 each employee. Leon County shall be named as "additional insured" on workers' compensation policy.

- F. Commercial General Liability Occurrence Form including, but not limited to, Premises and Operations, Products Liability Broad Form Property Damage, Contractual Liability, Personal and Advertising Injury Liability and where the exposure exists, coverage for watercraft, blasting collapse, and explosions, blowout, cratering and underground damage.

\$500,000 each occurrence Limit Bodily Injury and Property Damage Combined \$500,000 Products-Completed Operations Aggregate Limit \$500,000 Per Job Aggregate \$500,000 Personal and Advertising Injury Limit. Leon County shall be named as "additional insured" on commercial general liability policy.

- G. Automobile Liability Coverage: \$300,000 Combined Liability Limits. Bodily Injury and Property Damage Combined. Leon County shall be named as "additional insured" on automobile policy.

5. **Price Reduction**

If during the life of the contract, the successful bidder's net prices to other customers for hauling of aggregate awarded herein are reduced below the contracted prices, it is understood and agreed that the benefits of such reduction shall be extended to Leon County.

6. **Exceptions/Substitutions**

All bids meeting the intent of this bid will be considered for award. Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions and shall hold the bidder responsible to perform in strict accordance with the specifications of the bid. Leon County Commissioners Court reserves the right to accept any/or all/none of the exception(s)/substitution(s) deemed to be in the best interest of the County.

Federally Funded Contracts Procurement Standards and Associated Matters

9.1 General Procurement Standards

Depending on the specific funding source of the procurement request, solicitation efforts by Leon County utilizing Federal funding are subject to additional procurement standards. **2 CFR PART 200 - UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS, and 24 CFR 85.36 - PROCUREMENT (U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD))** affect or may affect procurement requirements and mandate various contract terms. The foregoing listing is not exhaustive.

Special Note: As well relevant procurement standards on previous disaster recovery assistance projects may be found at 44 C.F.R. 13.36 (a)-(i) (States, local, and tribal governments), or other sources.

Procedures for Federally funded solicitations must include all required Federal clauses and language.

9.2 Sections 2 C.F.R. §§200.318- 200.326.

These sections impose requirements for federally funded contracts across a broad range of granting agencies. The County, a non-Federal entity and generally a subrecipient in these grant programs, is subject to these requirements. Sections 200.318 through 200.326, as such regulations exist on the date of the Auditor's Office adoption of these policies, follow:

2 C.F.R. §200.318. General procurement standards.

(a) The Non-Federal entity must use its own documented procurement procedures which reflect applicable State, local and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this part.

(b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(c)

(1) The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

(2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest

means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

(d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.

(f) The Non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

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

(h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also §200.213 Suspension and debarment.

(i) The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(j)

(1) The Non-Federal entity 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 Non-Federal entity is the sum of:

(i) The actual cost of materials; and

(ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

(2) Since 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 Non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

(k) The Non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

2 C.F.R. § 200.319. Competition.

(a) All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

- (1) Placing unreasonable requirements on firms in order for them to qualify to do business;
- (2) Requiring unnecessary experience and excessive bonding;
- (3) Noncompetitive pricing practices between firms or between affiliated companies;
- (4) Noncompetitive contracts to consultants that are on retainer contracts;
- (5) Organizational conflicts of interest;
- (6) Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and
- (7) Any arbitrary action in the procurement process.

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

(c) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

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

(d) The Non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.

78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014

2 C.F.R. § 200.320. Methods of procurement to be followed.

The non-Federal entity must use one of the following methods of procurement.

(a) Procurement by micro-purchases. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (§200.67 Micro-purchase). To the extent practicable, the non-Federal entity must distribute micro-purchases

equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable.

(b) Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the Simplified Acquisition Threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.

(c) Procurement by sealed bids (formal advertising). Bids are publicly solicited, and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in paragraph (c)(1) of this section apply.

- (1) In order for sealed bidding to be feasible, the following conditions should be present:
 - (i) A complete, adequate, and realistic specification or purchase description is available;
 - (ii) Two or more responsible bidders are willing and able to compete effectively for the business; and
 - (iii) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.
- (2) If sealed bids are used, the following requirements apply:
 - (i) Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;
 - (ii) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
 - (iii) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;
 - (iv) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and
 - (v) Any or all bids may be rejected if there is a sound documented reason.

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

- (1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;
- (2) Proposals must be solicited from an adequate number of qualified sources;
- (3) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;
- (4) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
- (5) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated, and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

- (e) Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:
- (1) The item is available only from a single source;
 - (2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;

- (3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or
- (4) After solicitation of a number of sources, competition is determined inadequate.

78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014; 80 FR 54409, Sept 10, 2015

2 C.F.R. §200.321. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

- (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- (b) Affirmative steps must include:
 - (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

69 FR 26280, May 11, 2004; 78 FR 78608, Dec. 26, 2013, unless otherwise noted 2 C.F.R. § 200.322.

Procurement of recovered materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014

2 C.F.R. § 200.323. Contract cost and price.

- (a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.
- (b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and, in all cases, where cost analysis is performed. To

establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work

(c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred, or cost estimates included in negotiated prices would be allowable for the non-Federal entity under Subpart E-Cost Principles of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.

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

69 FR 26280, May 11, 2004; 78 FR 78608, Dec. 26, 2013, unless otherwise noted 2 C.F.R. §

200.324. Federal awarding agency or pass-through entity review.

(a) The Non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

(b) The non-Federal entity must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:

- (1) The non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this part;
- (2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;
- (3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a "brand name" product;
- (4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or
- (5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.

(c) The non-Federal entity is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.

(1) The non-Federal entity may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third-party contracts are awarded on a regular basis;

(2) The non-Federal entity may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the

Federal awarding agency may rely on written assurances from the non-Federal entity that it is complying with these standards. The Non-Federal entity must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

69 FR 26280, May 11, 2004; 78 FR 78608, Dec. 26, 2013, unless otherwise noted

2 C.F.R. § 200.325. Bonding requirements.

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

(b) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

(c) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

69 FR 26280, May 11, 2004; 78FR 78608, Dec. 26, 2013, unless otherwise noted

2 C.F.R. § 200.326. Contract provisions.

The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200-Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

69 FR 26280, May 11, 2004; 78 FR 78608, Dec. 26, 2013, unless otherwise noted

9.3 2 C.F.R. Part 200, Appendix II

2 C.F.R. Part 200, Appendix II is also applicable, and requires as follows: 2 C.F.R. Part, 200, Appendix II

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, 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.

(B) All contracts in excess of \$10,000 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.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as

amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part SJ. Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. (G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251- 1387), as amended-Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)-A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31U.S.C. 1352)-Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31U.S.C. 1352. Each tier must also disclose any lobbying with Non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec.19, 2014

9.4 Additional Contract Requirements Remedies

a. Standard: Contracts for more than the simplified acquisition threshold (\$150,000) 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. See 2 C.F.R. Part 200, Appendix II, A.

b. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

Termination for Cause and Convenience.

a. All contracts in excess of \$10,000 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. See 2 C.F.R. Part 200, Appendix II, B.

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

Equal Employment Opportunity.

a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, C.

b. Key Definitions.

(1) Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

(2) Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

d. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause:

"During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

Davis Bacon Act and Copeland Anti-Kickback Act.

a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

b. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, D.

c. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors' must be required to pay wages not less than once a week.

d. The Non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

e. In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. §3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti-Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

f. The regulation at 29 C.F.R. § 5.S(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback Act." However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

"Compliance with the Copeland "Anti-Kickback" Act.

(1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

Contract Work Hours and Safety Standards Act.

a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

b. Where applicable (see 40 U.S.C. §3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, E.

c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

"Compliance with the Contract Work Hours and Safety Standards Act"

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

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

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

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

Rights to Inventions Made Under a Contract or Agreement.

a. Stafford Act Disaster Grants. This requirement does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households - Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

b. If the FEMA award meets the definition of "funding agreement" under 37 C.F.R. §401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, F.

c. The regulation at 37 C.F.R. §401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

Clean Air Act and the Federal Water Pollution Control Act.

Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, 11G.

a. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of \$150,000: "Clean Air Act"

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

"Federal Water Pollution Control Act"

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA."

Debarment and Suspension.

a. **Applicability:** The federal debarment and suspension provisions apply to all federal granting agencies.

b. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).

c. These regulations restrict awards, sub-awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, if H; and Procurement Guidance for Recipients and

Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance Procurement Disaster Assistance Team (POAT) Field Manual Chapter IV, 6.d, and Appendix C, 2 [hereinafter POAT Supplement]. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; POAT Supplement, Chapter IV, 6.d and Appendix C,

d. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any nonprocurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the nonprocurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipient.

e. Specifically, a covered transaction includes the following contracts for goods or services:

- (1) The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
- (2) The contract requires the approval of FEMA, regardless of amount.
- (3) The contract is for federally-required audit services.
- (4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.

f. The following provides a debarment and suspension clause. It incorporates an optional method of assurances that contractors are not excluded or disqualified:

Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

Byrd Anti-Lobbying Amendment.

a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

b. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, 111; 44 C.F.R. Part 18; POAT Supplement, Chapter IV, 6.c; Appendix C, 4.

c. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in

connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. §1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See PDAT Supplement, Chapter IV, 6.c and Appendix C, 4.

d. The following provides a Byrd Anti-Lobbying contract clause: "Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended) Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31U.S.C. §1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient."

Procurement of Recovered Materials

a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

b. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, J; 2 C.F.R. § 200.322; PDAT Supplement, Chapter V, 7.

c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

d. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired-

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA designate items, is available at EPA's Comprehensive Procurement Guidelines website, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>."

9.5 Additional FEMA Requirements

a. The Uniform Rules authorize FEMA to require additional provisions for nonfederal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

b. Changes. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

c. Access to Records. All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, XXVI (2013).

d. The following provides a contract clause regarding access to records:

"Access to Records. The following access to records requirements applies to this contract:

(1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract."

DHS Seal, Logo, and Flags

a. All Non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, XXV (2013).

b. The following provides a contract clause regarding DHS Seal, Logo, and Flags: "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval."

Compliance with Federal Law, Regulations, and Executive Orders

a. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

b. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: "This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives."

No Obligation by Federal Government

a. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the Non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

b. The following provides a contract clause regarding no obligation by the Federal Government: "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the Non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

Program Fraud and False or Fraudulent Statements or Related Acts

a. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

b. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: "The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract."

9.6 Appendix A, 44 C.F.R. Part 18- Certification Regarding Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000). The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

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

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

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. The Contractor, _____ certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official Date

9.7 Requirements on FEMA funded projects - 44 CFR 13.36 - Procurement

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

(b) *Procurement standards.*

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

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

(3) Grantees and subgrantees will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer or agent of the grantee or subgrantee shall participate in selection, or in the award or

administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- (i) The employee, officer or agent,
- (ii) Any member of his immediate family,
- (iii) His or her partner, or
- (iv) An organization which employs, or is about to employ, any of the above, has a financial or

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

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

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

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

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

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

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

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

- (i) After a determination that no other contract is suitable, and
- (ii) If the contract includes a ceiling price that the contractor exceeds at its own risk.

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

(12) Grantees and subgrantees will have protest procedures to handle and resolve disputes relating to

their procurements and shall in all instances disclose information regarding the protest to the awarding agency. A protester must exhaust all administrative remedies with the grantee and subgrantee before pursuing a protest with the Federal agency. Reviews of protests by the Federal agency will be limited to:

- (i) Violations of Federal law or regulations and the standards of this section (violations of State or local law will be under the jurisdiction of State or local authorities) and
- (ii) Violations of the grantee's or subgrantee's protest procedures for failure to review a complaint or protest. Protests received by the Federal agency other than those specified above will be referred to the grantee or subgrantee.

(c) Competition

(13) All procurement transactions will be conducted in a manner providing full and open competition consistent with the standards of section 13.36. Some of the situations considered to be restrictive of competition include but are not limited to:

- (i) Placing unreasonable requirements on firms in order for them to qualify to do business,
- (ii) Requiring unnecessary experience and excessive bonding,
- (iii) Noncompetitive pricing practices between firms or between affiliated companies,
- (iv) Noncompetitive awards to consultants that are on retainer contracts,
- (v) Organizational conflicts of interest,
- (vi) Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance of other relevant requirements of the procurement, and
- (vii) Any arbitrary action in the procurement process.

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

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

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

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

(d) Methods of procurement to be followed

(1) *Procurement by small purchase procedures* Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property

that do not cost more than the simplified acquisition threshold fixed at 41 U.S.C. 403(11) (currently set at \$100,000). If small purchase procedures are used, price or rate quotations shall be obtained from an adequate number of qualified sources.

(2) Procurement by *sealed bids* (formal advertising). Bids are publicly solicited and a firm-fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in § 13.36(d)(2) (i) apply.

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

(A) A complete, adequate, and realistic specification or purchase description is available;

(B) Two or more responsible bidders are willing and able to compete effectively and for the business; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(C) The awarding agency authorizes noncompetitive proposals; or

- (D) After solicitation of a number of sources, competition is determined inadequate.
 - (ii) Cost analysis, i.e., verifying the proposed cost data, the projections of the data, and the evaluation of the specific elements of costs and profits, is required.
 - (iii) Grantees and subgrantees may be required to submit the proposed procurement to the awarding agency for pre-award review in accordance with paragraph (g) of this section.
- (E) Contracting with small and minority firms, women's business enterprise and labor surplus area firms.

(1) The grantee and subgrantee will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

(2) Affirmative steps shall include:

- (i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- (iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
- (v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and
- (vi) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (e)(2) (i) through (v) of this section.

(f) *Contract cost and price.*

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

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

(3) Costs or prices based on estimated costs for contracts under grants will be allowable only to the extent that costs incurred, or cost estimates included in negotiated prices are consistent with Federal cost principles (see § 13.22). Grantees may reference their own cost principles that comply with the applicable Federal cost principles.

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

(g) *Awarding agency review.*

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

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

- (i) A grantee's or subgrantee's procurement procedures or operation fails to comply with theprocurement standards in this section; or
- (ii) The procurement is expected to exceed the simplified acquisition threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation; or
- (iii) The procurement, which is expected to exceed the simplified acquisition threshold, specifies a "brand name" product; or
- (iv) The proposed award is more than the simplified acquisition threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or
- (v) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the simplified acquisition threshold.

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

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

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

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

(1) *A bid guarantee from each bidder equivalent to five percent of the bid price.* The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

(2) *A performance bond on the part of the contractor for 100 percent of the contract price.* A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

(3) *A payment bond on the part of the contractor for 100 percent of the contract price.* A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract

(i) *Contract provisions.* A grantee's and subgrantee's contracts must contain provisions in paragraph (i) of this section. Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy.

- (1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)
- (2) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be affected and the basis for settlement. (All contracts in excess of \$10,000)
- (3) Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees)
- (4) Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts and subgrants for construction or repair)
- (5) Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts in excess of \$2000 awarded by grantees and subgrantees when required by Federal grant program legislation)
- (6) Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers)
- (7) Notice of awarding agency requirements and regulations pertaining to reporting.
- (8) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract
- (9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.
- (10) Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- (11) Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.
- (12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)
- (13) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94- 163, 89 Stat. 871). [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr.19, 1995]

9.8 Procurement Standards on U.S. Department of Housing and Urban Development (HUD) 24 CFR 85.36 - Procurement Standards

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

(b) Procurement standards.

(1) Grantees and sub grantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this section.

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

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

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

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

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

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

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

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

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

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

- (i) After a determination that no other contract is suitable, and
- (ii) If the contract includes a ceiling price that the contractor exceeds at its own risk.

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

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

- (i) Violations of Federal law or regulations and the standards of this section (violations of State or local

law will be under the jurisdiction of State or local authorities) and

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

(c) Competition.

(1) All procurement transactions will be conducted in a manner providing full and open competition consistent with the standards of 85.36. Some of the situations considered to be restrictive of competition include but are not limited to:

- (i) Placing unreasonable requirements on firms in order for them to qualify to do business,
- (ii) Requiring unnecessary experience and excessive bonding,
- (iii) Noncompetitive pricing practices between firms or between affiliated companies,
- (iv) Noncompetitive awards to consultants that are on retainer contracts,
- (v) Organizational conflicts of interest,
- (vi) Specifying only a brand name product instead of allowing an equal product to be offered and describing the performance of other relevant requirements of the procurement, and
- (vii) Any arbitrary action in the procurement process.

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

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

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

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

(d) Methods of procurement to be followed -

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

(2) *Procurement by sealed bids (formal advertising).* Bids are publicly solicited and a firm-fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the

material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in 85.36(d)(2)(i) apply.

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

(A) A complete, adequate, and realistic specification or purchase description is available;

(B) Two or more responsible bidders are willing and able to compete effectively for the business; and (C) the procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

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

(A) The invitation for bids will be publicly advertised and bids shall be solicited from an adequate number of known suppliers, providing them sufficient time prior to the date set for opening the bids; (B) The invitation for bids, which will include any specifications and pertinent attachments, shall define the items or services in order for the bidder to properly respond;

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

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

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

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

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

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

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

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

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

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

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

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

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

(C) The awarding agency authorizes noncompetitive proposals; or

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

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

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

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

area firms.

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

(f) Contract Cost and Price

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

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

(3) Costs or prices based on estimated costs for contracts under grants will be allowable only to the extent that costs incurred, or cost estimates included in negotiated prices are consistent with Federal cost principles (24 C.F.R. 85.22). Grantees may reference their own cost principles that comply with the applicable Federal cost principles.

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

(g) Awarding agency review.

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

(2) Grantees and sub grantees must on request make available for awarding agency pre-award *review* procurement documents, such as requests for proposals or invitations for bids, independent cost

estimates, etc., when:

- (i) A grantee's or sub grantee's procurement procedures or operation fails to comply with the procurement standards in this section; or
- (ii) The procurement is expected to exceed the simplified acquisition threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation; or
- (iii) The procurement, which is expected to exceed the simplified acquisition threshold, specifies a brand name product; or
- (iv) The proposed award is more than the simplified acquisition threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or
- (v) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the simplified acquisition threshold.

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

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

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

(h) Bonding requirements.

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

(1) A bid guarantee from each bidder equivalent to five percent of the bid price. The bid guarantee shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

(2) A performance bond on the part of the contractor for 100 percent of the contract price. A performance bond is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

(3) A payment bond on the part of the contractor for 100 percent of the contract price. A payment bond is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

(i) Contract provisions.

A grantee's and sub grantee's contracts must contain provisions in paragraph (i) of this section. Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Procurement Policy.

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

(2) Termination for cause and for convenience by the grantee or sub grantee including the manner by

which it will be affected and the basis for settlement. (All contracts in excess of \$10,000)

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

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

(5) Compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by Department of Labor regulations (29 CFR part SJ). (Construction contracts in excess of \$2,000 awarded by grantees and subgrantees when required by Federal grant program legislation)

(6) Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers)

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

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

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

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

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

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

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

Leon County, Texas

Radio Dispatch Console

System Specifications

TABLE OF CONTENTS

INTRODUCTION.....	48
1.0 GENERAL REQUIREMENTS	49
1.1 QUALITY	49
1.2 CERTIFICATION AND REGULATORY APPROVALS.....	50
1.3 WARRANTY	50
1.4 REPLACEMENT PART AVAILABILITY.....	50
1.5 SYSTEM DOCUMENTATION	50
2.0 GENERAL REQUIREMENTS	50
2.1 DISPATCH CONSOLE SPECIFICATIONS	50
2.2 ENVIRONMENTAL	51
2.3 POWER	51
2.4 CONSOLE EQUIPMENT.....	51
2.5 TELEPHONE RADIO HEADSET INTEGRATION (TRHI).....	52
2.6 SYSTEM MAINTENANCE.....	52
2.7 HIGH AVAILABILTY THROUGH REDUNDANCY	53
3.0 INTERFACE AND CONTROL REQUIREMENTS.....	53
3.1 TONE REMOTE CONTROL	53
3.2 DC CONTROL	54
3.3 LOCAL/E&M CONTROL	54
3.4 JVCKENWOOD MOBILE RADIO INTERFACE.....	54
3.5 JVCKENWOOD NXIP RADIO NETWORK INTERFACE	54
3.6 DIU 3000.....	54
3.7 MOTOROLA MOBILE RADIO INTERFACE	54
3.8 HARRIS RADIO INTERFACE	54
3.9 TAIT RADIO INTERFACE.....	55
3.10 DMR APPLICATION INTERFACE SPECIFICATION (AIS)	55
3.11 PROJECT 25 DIGITAL FIXED STATION INTERFACE (DFSI).....	55
3.12 PROJECT 25 CONSOLE SUBSYSTEM INTERFACE (CSSI PER TIA.102-BACA)	55
3.13 TONE SIGNALING	56
3.14 MDC 1200/FLEETSYNC SIGNALING.....	56
3.15 GE-STAR SIGNALING.....	56
3.16 TELEPHONE INTERFACE	56
3.17 LOGGING RECORDER OUTPUT	56
3.18 TIME SYNC INPUT	57
4.0 FUNCTIONAL REQUIREMENTS	57
4.1 GENERAL USER INTERFACE	57
4.2 AUX I/O	57
4.3 RADIO CONTROL.....	58
4.4 TELEPHONE CONTROLS.....	60
4.5 PAGING CONTROL.....	61
4.6 GENERAL CONTROLS & SYSTEM FUNCTIONS	61

4.7 SHARING INFORMATION WITH 3RD PARTY DEVICES (CAD, MAPPING...)63

5.0 INSTALLATION.....63

5.1 INSTALLATION LOCATION.....63

5.2 MISCELLANEOUS SUPPLIES.....63

5.3 CABLING.....63

5.4 INTER-CABLING63

5.5 FUNCTIONAL INTERFACE REQUIREMENTS64

6.0 TRAINING64

7.0 BID FORM65

CONSOLE DISPATCH SYSTEM SPECIFICATIONS

INTRODUCTION

The purpose of this section of the Bid Document is to provide the requirements of the Leon County, Texas Sheriff's Office 9-1-1 Dispatch Console equipment located at 606 St. Mary's Street, Centerville, TX 75833.

New Dispatch Console systems shall be proposed that employ a state-of-the-art IP network architecture with GUI-based operator positions. The operator positions shall be "user friendly", highly reliable, and incorporate radio control in a manner that shall provide for efficient and simple operation for the dispatchers. The proposed system shall provide all of the necessary functions to control and monitor the radio system and related subsystems. **Leon County is requesting Zetron MAX console equipment or equivalent.**

LEON COUNTY DISPATCH ENVIRONMENT

Leon County Sheriff's office is located at 606 St. Mary's Street, Centerville, TX. 75833. The dispatchers operate two (2) Zetron consoles in their dispatch center. One console is a model #4010 and the other console is a model #4010R. The existing configuration utilizes foot switches for transmitting/monitoring or dispatcher worn headsets. These consoles are used to communicate with the following departments and agencies as well as for general communications interoperability.

- Leon County Sheriff's Office
- Leon County Emergency Management
- Jewett Police Department
- Oakwood Police Department
- Buffalo Police Department
- Normangee Police Department
- Texas DPS representative within the County and Game Warden
- Brazos River Authority (Lake Limestone)
- Leon County Constables
- 10 volunteer fire departments and 5 EMS units

Both Zetron consoles are connected via tone remote control to seven (7) mobile two-way radios located in a storage closet behind the dispatch office. The closet mounted two-way radios (control stations) are connected to antennas installed on a roof mounted tower. The two-way radio control stations are a mixture of Motorola and Kenwood brand radios. The control station mobile radios and tone remote adaptors are as follows.

- Leon County 1-Analog Kenwood VHF w/Zetron 901-9630 remote adaptor
- Leon County 2-Digital Kenwood NXDN w/single frequency tone remote adaptor
- Leon County FD & EMS-Analog Motorola VHF w/single frequency tone remote adaptor
- River Tower-Analog Motorola VHF w/single frequency tone remote adaptor

- Flynn Tower-Analog VHF Motorola w/single frequency tone remote adaptor
- Intercity-Analog VHF w/sixteen channel tone remote adaptor
- Hilltop-Analog VHF w/single frequency tone remote adaptor

Two of the tone remote adaptors support multi-channel operation. Dispatchers can change the radio channel remotely from the Zetron consoles. The intercity radio is programmed with multiple statewide and regional VHF- Law and VHF-FD frequencies.

The Zetron consoles are used to alert two-tone, tone and voice pagers for multiple fire departments. Leon CO. SO dispatches and communicates with the following FD agencies.

- Flo FD
- Buffalo FD
- Oakwood FD
- Hilltop FD and EMS
- Centerville FD
- Flynn FD
- Normangee FD
- Jewett FD
- Leona FD
- Marquez FD
- 5 EMS units

The consoles are connected to a NICE Recording Express (NRX) Inform ESSv7 voice logging recorder and IRR. The voice recording system logs the following traffic.

- 2- 911 operator positions. Vesta brand 911 system with additional roll-over admin lines
- 6- admin telephone lines. Allworx brand phone system
- 1- Leon Co. SO#1 radio channel
- 1- Leon Co. SO#2 radio channel
- 1-Elon Co. FD & EMS channel

1.0 GENERAL REQUIREMENTS

QUALITY

Proposed equipment shall meet or exceed industry standards for quality and reliability. All materials, parts, assemblies, etc. shall be new, and be free of corrosion, blemishes or other cosmetic defects. Design and construction shall be consistent with current best engineering practices.

CERTIFICATION AND REGULATORY APPROVALS

- 1.2.1 The equipment provider shall be ISO 9000 certified and shall comply with the applicable US Federal Communications Commission (FCC) rules and regulations for telecommunications equipment.
- 1.2.2 All equipment proposed in which microprocessors are used shall have undergone comprehensive testing and shall meet 47 CFR, Part 15, Subpart "B" of the Federal Communications Commission rules for Class "A" computing devices.

WARRANTY

- 1.3.1 Bidder shall warrant all equipment to be free from defects in material and workmanship, and to operate in accordance with these specifications. Software shall have a warranty for a period of not less than three (3) years from date of acceptance, if within 3 months from the date of shipment and Hardware will have a warranty for a period of not less than 3 years from the date of acceptance, if within 3 months from the date of shipment.
- 1.3.2 Hardware replacement for the first 90 days will be handled by advance shipment of hardware (replacement hardware will be shipped as soon as an agreement is reached that it is faulty).

REPLACEMENT PART AVAILABILITY

- 1.4.1 The manufacturer of the proposed console equipment shall prepare a comprehensive spare listing for delivery with the system or maintain a stock of critical repair components for the system capable of supporting the system for a period of not less than five (5) years after initial delivery. Stocked critical parts shall be available for shipment on an expedited basis.

SYSTEM DOCUMENTATION

- 1.5.1 The console system shall include user documentation that addresses the following functions or activities:
 - a) Hardware Installation
 - b) System Configuration
 - c) Console Operation
 - d) Console Screen Design
 - e) As-built system drawings and wiring diagrams
- 1.5.2 A copy of the system documentation shall be provided in electronic format via applicable storage medium.

2.0 GENERAL REQUIREMENTS

2.1 DISPATCH CONSOLE SPECIFICATIONS

- 2.1.1 The console system shall be an IP based system which utilizes an IP network as the backbone to transport system messages and media.
 - 2.1.2 The fundamental architecture of the system shall allow for console system devices (e.g. console positions, interface gateways) to be placed in multiple geographic locations. Dispersed system devices shall utilize the same feature set as if they were co-located in the equipment room.

The architecture shall also allow for related, independently managed console systems within the radio network to communicate with one another and control radio resources at all locations.

- 2.1.3 As part of the console system architecture, the system shall provide an option to connect remote console system devices and multiple site locations via a multicast to unicast translation application. This removes the need to transport multicast traffic across the span between the dispersed console system devices and/or locations. Therefore, conventional IP networking (including VPN technologies) may be used for such remote connections without concern for multicast routing and transport issues.
- 2.1.4 Maintenance and system software upgrades shall be handled by dealers or qualified end users. Factory support shall be available on an as needed basis.
- 2.1.5 A single console system architecture shall support as a minimum:
 - a) Consoles: 10
 - b) Radio lines: 25
 - c) Phone lines: 6 lines per telephone gateway, multiple telephone gateways shall be allowed.
 - d) AUX I/O points: 40 per AUX I/O service, multiple AUX I/O services shall be allowed to extend this capacity.

2.2 ENVIRONMENTAL

- 2.2.1 The system shall operate over the temperature range 0 to 50°C.

2.3 POWER

- 2.3.1 Any centralized equipment of the console system shall be equipped with dual power inputs in order to allow for power integrity in the system design.
- 2.3.2 The console system's power supply shall be configured in a 1+1 configuration, such that the loss of single power feed or the loss of a single power supply component shall not cause a disruption in service.
- 2.3.4 Radio gateways for the system should not draw more than 480mA in a standby condition (powered up but not receiving or transmitting).
- 2.3.5 Centralized hardware shall not draw more than 15 watts of power, have an SSD and no fan.

2.4 CONSOLE EQUIPMENT

- 2.4.1 Consoles shall be PC-based and the console software application shall support Windows 7, 8.1 or 10 - 64-bit operating systems. Console PCs shall support network teaming (NIC Bonding) and support dual display monitors.
- 2.4.2 A widescreen touchscreen monitor shall be utilized to display the console user interface and shall support a minimum resolution of 1920x1080. The dispatcher shall be able to perform all dispatch operations by using the combination of the display screen and a mouse.
- 2.4.3 The following items shall be offered as options for dispatch operation:
 - a) FootswitchThe footswitch shall be used by the dispatcher to key the selected radio channel(s).

b) Maximum of 8 speakers

Each speaker shall be in an individual enclosure and have separate volume control knob. Speakers shall also have a minimum volume level and be equipped with LEDs indicating power to the device and receive voice activity.

c) Desk microphone

The desk microphone shall have a physical button that when pressed shall cause the microphone to be live on the selected radio channel(s) and a button to monitor select radio channels

d) Headset Jack box

The jack box shall be compatible with either 4 or 6 wire headsets. Inserting the headset plug into the jack box shall automatically route the select audio to the headset and mute the select speaker. If an external telephone system is utilized and connected to the console system such that the dispatcher can use one headset to operate both, separate volume knobs shall be provided on the jack box to control radio volume and telephone volume.

e) Laptop Operation

The console software shall run on a laptop that complies with the specifications of the desktop PC position. This option shall allow the dispatcher to use only the console software and a USB headset to perform their dispatching functions.

2.5 TELEPHONE RADIO HEADSET INTEGRATION (TRHI)

2.5.1 The console system shall support the integration of telephone and radio dispatch audio such that the dispatcher can use one headset for operating both an external telephone and the dispatch console.

2.5.2 When the telephone is "on-hook" (i.e. telephone not in use), the select audio of the console shall be routed to the earpiece of the headset. When PTT is depressed, the headset microphone audio shall be routed to the selected channel(s).

2.5.3 An "off-hook" (i.e. placed in use) indication from an external telephone device shall cause the Telephone/Radio Headset Interface to route the select audio into the select speaker and present the user with telephone audio in the earpiece. The microphone audio is routed to the telephone such that the user can converse with the caller in full duplex without the need to press the transmit button. When the user needs to answer a radio call on the console, activation of PTT shall cause the microphone audio to momentarily be routed to the select channel(s). During PTT muting of transmitted audio to the telephone caller shall be selectable.

2.5.4 When the external telephone returns to an "on-hook" condition, the Telephone/Radio Headset Interface shall return the select audio to the headset earpiece.

2.6 SYSTEM MAINTENANCE

2.6.1 The console system shall provide a general indication on the dispatch console screen of the health of the IP network on which it resides and allow for a technician to access additional log information to assist in troubleshooting IP network performance issues.

- 2.6.2 There shall be a centralized method of device discovery and provisioning of device IP network addresses, and all associated parameters for that device, such that it eliminates the need to access each device separately.
- 2.6.3 All primary settings and adjustments on the backroom equipment shall be accomplished via software control.
- 2.6.4 It shall be possible to configure the console system from anywhere on the network on which it resides. A technician shall not be required to physically connect to a device in order to perform configuration and maintenance tasks.

2.7 HIGH AVAILABILITY THROUGH REDUNDANCY

- 2.7.1 All console system hardware and software shall support NIC Bonding for Redundancy, allowing 2 Ethernet connections with only one active at a given time.
- 2.7.2 The architecture of the console system shall support optional redundancy of critical components and/or application services such that a failure in the component shall not cause disruption of service to the system.

3.0 INTERFACE AND CONTROL REQUIREMENTS

3.1 TONE REMOTE CONTROL

- 3.1.1 The console system shall be capable of generating, on a channel by channel basis, Tone Remote Control (TRC) compliant with TIA.102-BAHA Fixed Station Interface Messages & Procedures, Section 7.2.
- 3.1.2 In addition to supporting a single function tone sequence, with a capability of selecting up to 15 functions, including up to 8 radio channels, the console system shall also optionally support dual function tones, with a capability of selecting up to 99 radio channels. The dual function tone capability shall also support Motorola's Digital Voice Privacy (DVP) and Positive Mode Control (PMC) to ensure that all transmissions are in the intended encryption mode.
- 3.1.3 In addition to the 15 standard function tones ranging from 650 to 2050 Hz, the console system shall also support extended function tones including 350, 450, 550, 2250 and 2350 Hz. Guard Tone frequencies shall be field selectable including the following tones: 2100, 2175, 2300, 2325, 2600, 2800, and 2970 Hz.
- 3.1.4 The duration of the High-Level Guard Tone shall be adjustable between 60 and 1000 milliseconds in 10 millisecond steps. Function Tone Duration shall be field adjustable between 10 and 250 milliseconds in 10 millisecond steps. The amplitude of each sequential tone shall be independently field configurable between -40 and +10 dBm. The tone frequency accuracy shall be +/- 0.2%, and timing accuracy shall be +/- 1.0%.
- 3.1.5 The transmit path of console system circuits used for TRC shall be capable of monitoring transmissions of other paralleled wireline control equipment, when the console is not transmitting on the circuit. This path shall have a notch filter for Guard Tone to prevent the operator from hearing the Guard Tone generated by paralleled equipment. This path shall also be capable of decoding TRC sequences such that when a parallel device changes the radio fixed station's parameters using TRC, the console system shall update its display to the dispatcher to allow the operator's display to reflect the fixed station's current state. This shall include the ability to see

transmit state, and changes to the fixed station's channel. Also, in support of paralleled wireline equipment, the console's wireline interface shall support selectable high/low impedance.

3.2 DC CONTROL

The console system shall also be capable of generating, on a channel by channel basis, EIA standard DC control currents. The currents shall be programmable between +15mA and -15mA in 0.5mA increments.

3.3 LOCAL/E&M CONTROL

The console shall be capable of controlling radios using local and E & M methods compliant with TIA.102-BAHA Fixed Station Interface Messages & Procedures, Section 7.1. To support this, the console system shall provide, on a channel by channel basis, a "normally open" output capable of being wired in support of an E&M "M-lead". In addition, console circuits that use E&M control shall also support the use of an optically isolated incoming receive indication signal which can be wired in support of an E&M "E-lead".

3.4 JVCKENWOOD MOBILE RADIO INTERFACE

The console shall be capable of controlling the following JVCKenwood mobile radios for specific interface needs: TK-x180 for analog/conventional systems, TK-5x10 for P25 CAI conventional and trunking systems, and NX-700/800/900 for NEXEDGE® systems, and NX-5x00 for P25 and NEXEDGE® systems. The following functions shall be available through the console interface: channel/talkgroup select, group call, individual call, emergency call, PTT-ID, scan, and receipt of status messages.

3.5 JVCKENWOOD NXIP RADIO NETWORK INTERFACE

The console shall be capable of interfacing to and controlling the following JVCKenwood repeaters using the NXIP IP-based protocol: NXR-700/800 and NXR-710/810 for NEXEDGE® Conventional systems. The following functions shall be available through the console interface: channel/talkgroup select, group call, individual call, emergency call, PTT-ID, scan, and receipt of status messages.

3.6 DIU 3000

The console shall be capable of interfacing to the Motorola Quantar with DIU-3000 to support P25 conventional systems. The following functions shall be available through the console interface: channel select, group call, emergency call and PTT-ID.

3.7 MOTOROLA MOBILE RADIO INTERFACE

The console shall be capable of controlling the following Motorola mobile radios for specific interface needs: XTL-5000, XTL-2500, APX-1500, APX-4500, APX-6000, APX-7500 and APX-8500, supporting Analog FM (with MDC or DTMF signaling), Project 25 trunked and Project 25 conventional modes. The following functions shall be available through the console interface: channel/talkgroup select, group call, individual call, emergency call, PTT-ID, scan, and coded/clear.

3.8 HARRIS RADIO INTERFACE

The console shall be capable of controlling the Harris M7300, XG-25, XG75 and XG100 radios via CAN Bus translation for specific interface needs: for analog/conventional systems, for P25 CAI conventional and trunking systems. The following functions shall be available through the console interface: channel/talkgroup select, group call, individual call, emergency call, PTT-ID, scan, and receipt of status messages.

3.9 TAIT RADIO INTERFACE

The console shall be capable of controlling the Tait TM9400 radio for analog conventional systems, for P25 CAI conventional and trunking systems. The following functions shall be available through the console interface: channel/talkgroup select, group call, individual call, emergency call, PTT-ID, scan, and receipt of status messages.

3.10 DMR APPLICATION INTERFACE SPECIFICATION (AIS)

3.10.1 The console shall be capable of interfacing to and controlling the following Digital Mobile Radio (DMR) systems using the open DMR Association, Application Interface Specification (AIS) interface:

- a) DMR Tier III (Trunking)
- b) DMR Tier II (Conventional)

3.10.2 The following functions shall be available through the console interface:

- a) all call (conventional),
- b) broadcast call (trunking),
- c) call alert,
- d) channel select,
- e) emergency call,
- f) group call,
- g) individual call,
- h) PTT ID, radio check,
- i) radio inhibit,
- j) radio uninhibit

3.11 PROJECT 25 DIGITAL FIXED STATION INTERFACE (DFSI)

The console system shall be capable of interfacing to and controlling Project 25 base stations and repeaters using the published Fixed Station Interface standard, TIA 102.BAHA. The connection shall be digital (IP-based). The following P25 functions shall be available through the console interface: call alert, channel select, digital/analog air mode, emergency alert, emergency call, encryption, group call, individual call, PTT ID, radio check, radio inhibit, radio un-inhibit, remote monitor, scan, and status request.

3.12 PROJECT 25 CONSOLE SUBSYSTEM INTERFACE (CSSI PER TIA.102-BACA)

The Console system shall be equipped for future interface to an APCO P25 CSSI. Leon County's intent is to purchase all the CSSI Interface hardware software and required licenses with the initial console purchase; however, no configuration will be required at the time of purchase. The interface shall be compliant per TIA .102-BACB and shall support, as a minimum, the following features over the CSSI interface:

- a) Unit ID Display
- b) Talkgroup selection
- c) Group calls (incoming/outgoing)
- d) Incoming emergency group call
- e) Individual calls (incoming/outgoing)
- f) Incoming emergency individual call
- g) Incoming emergency alert
- h) incoming call alert
- i) Emergency Acknowledgement
- j) AES and DES Encryption
- k) Manual encryption key load

- l) KVL encryption key load support
- m) Long term voice logging support for voice and associated metadata
- n) Patching of talkgroups by operator
- o) Consistent visual UI indications for transmit, receive, audio routing, call state
- p) IRR playback for all voice transmissions with current implementation will not change
- q) Console preempt

3.13 TONE SIGNALING

3.13.1 The console shall be capable of supporting the following tone signaling formats:

- a) Motorola Two-Tone
- b) Motorola Quick-Call 2 (1+1)
- c) GE® Two-Tone
- d) Reach Two-Tone
- e) Plectron (Two-Tone w/ non-standard frequencies, durations, and gaps)
- f) DTMF
- g) Knox DTMF
- h) 5/6 Tone

3.13.2 To avoid tone distortion due to IP related issues, selective calling/paging tones used for signaling devices shall be generated and/or decoded at the radio interface device and not transported through the system as VoIP audio.

3.14 MDC 1200/FLEETSYNC SIGNALING

The system shall support encode and decode of MDC 1200 and Fleetsync. The interface to MDC 1200 or Fleetsync radios shall use a 4W analog interface and tone remote signaling. The following features shall be supported: PTT ID for individual radios and groups, Emergency alert, call alert, selective call, status request/report, radio availability check, radio enable/disable, and remote radio monitor.

3.15 GE-STAR SIGNALING

The following GE-Star formats shall be supported: Multi-System 0 12-bit decode, Multi-System 1 12-bit decode, Multi-System 2 12-bit decode, Multi-System 3 12-bit decode, Standard 11-bit decode, Mobile/Portable 12-bit decode, Mobile/Portable 13-bit decode, GE-Star #4 14-bit decode, GE-Star #3 14-bit decode, ID Star #1 14-bit decode. The following features shall be supported: PTT ID for individual radios and groups [RX & TX], Emergency alert [RX], status report [RX]

3.16 TELEPHONE INTERFACE

The system shall support an interface to one or more analog (POTS) telephone lines. The interface shall be compatible with lines terminated at a central office or at a local PBX fitted with an analog port.

3.17 LOGGING RECORDER OUTPUT

3.17.1 The system shall provide both 2-wire analog logging recorder outputs and an interface to an IP voice logger system.

3.17.2 The analog logging recorder output shall record on a per channel basis.

3.17.3 In addition to all voice transmissions, the following data items, if available in the system, shall be made available to the external IP logging system: PTT ID/Caller ID, Radio Channel ID, Privacy code ID, encryption key, encrypted status, telephone line ID.

3.18 TIME SYNC INPUT

The console system shall have the capability to accept a master clock data input which utilizes NTP protocol. The master clock source shall be used to keep all displayed time/date fields synchronized.

4.0 FUNCTIONAL REQUIREMENTS

4.1 GENERAL USER INTERFACE

4.1.1 The user interface shall support the configuration of multiple workspaces for a dispatch screen. Workspaces shall allow for "on the fly" configuration by dispatch personnel such that they may add and delete resources to and from the workspace, move resources around within the workspace and resize certain resources.

4.1.1 There shall be an option provided to a technician or system administrator level to lock each individual workspace such that nothing may be moved, added or deleted from the workspace. There shall also be an option to lock each visual control and system resource displayed on the screen such that a workspace that is unlocked may have locked items on it to prevent a dispatcher from changing them while the console is running.

4.1.2 The user interface shall have the ability to support multiple roles each with a different screen layout and radio resource list. The role-based configuration shall be made available at every console workstation such that a user may log in at any workstation and begin using the layout appropriate for their role.

4.1.3 In order to minimize visual distractions to the dispatcher, the user interface shall be capable of being configured such that information and indications appear only when applicable to an event. It shall not be necessary to have every indication constantly visible on the screen regardless of its state in order for the dispatcher to access it.

4.1.4 The dispatcher shall have access to system resources in the system that may not be permanently displayed on their screen including:

- a) Adding a radio channel to their workspace for as long as the dispatcher requires.
- b) Allowing for an instant transmit or access to receive notifications for radio channels that they do not add to the workspace.
- c) Adding Aux I/O sensors and controls to their workspace for as long as the dispatcher requires.

4.1.5 The user interface shall allow the ability to associate individual, customized images to represent each entity stored in the console system data repository.

4.1.6 The console software shall allow for the ability to display the dispatch center's name, logo, or other graphic icon on all screens.

4.1.7 The console software shall allow the selection of at least 100 different colors for channel modules, allowing quick identification of the function by the dispatcher.

4.2 AUX I/O

4.2.1 The console system shall support connection to auxiliary digital inputs (for receiving status from external equipment) and digital outputs (for external device control).

- 4.2.2 Input shall be capable of showing at least two indication states within the same indicator on the console screen in order to reflect different status levels.
- 4.2.3 Output controls shall be available in latching and momentary operation. The output control shall be capable of showing at least two indication states.
- 4.2.4 A combined input and output control shall be available such that the dispatcher views the input status and controls the output from a single visual control. Activation of the output would send activation but only change the indication based on state of input.

4.3 RADIO CONTROL

4.3.1 Select

The dispatcher shall have the ability to place a channel into the selected state via a single operation. When a radio channel is placed into the selected state, that audio is routed to the appropriate device, either the select speaker or the headset or both. Microphone audio is routed to either the headset microphone or a desk microphone depending on the console configuration. There shall be a visual indication that the dispatcher has placed a channel into the selected state.

4.3.2 Transmit

The system shall support the ability to transmit on a selected channel or channels. The user interface shall provide visual feedback to the dispatcher that the transmission is either successful or blocked. When transmitting on multiple selected channels, if any channel is busy or unavailable, this shall not prevent transmission on non-busy channels.

Instant Transmit

- 4.3.3 The system shall allow the dispatcher to perform an instant transmit on a radio channel without the need to place the channel into a selected state. An instant transmit on a channel shall not result in a transmission on currently selected radio channels.

4.3.4 Receive

The user interface shall provide a visual indication that there is incoming audio traffic on a radio channel. If the channel is selected, the audio is routed to the applicable device (headset or select speaker).

The user interface shall provide a method for dispatchers to see that there is an incoming call on a channel(s) that is not visible in their primary workspace. This method shall allow the dispatcher to interact (select and/or transmit) with that radio channel if necessary. Which channels appear to the dispatcher via this method shall be configurable by a technician or system administrator.

4.3.5 Monitor, Idle States

The user interface shall allow the dispatcher to place audio from a specified radio in a monitor speaker. The user interface shall be capable of allowing the dispatcher to change which monitor speaker the audio is routed to at any time.

The user interface shall allow the dispatcher to view activity and visual indications on a radio channel on their screen without requiring the audio to be present in the select or monitor speakers.

4.3.6 Radio ID & Alias

When available, the PTT ID shall be displayed on the user interface for an incoming radio transmission. When available, the contact entry name shall be displayed for the matching PTT ID from the console system's data repository.

4.3.6 Time Stamp

The user interface shall display the time that an incoming or outgoing radio transmission occurs.

4.3.7 Alert tone

The system shall be capable of transmitting a predefined alert tone on the selected channel(s).

4.3.8 Multi-select (Simul-select)

The user interface shall support multi-channel selection where selecting a channel does not change the state of a previously selected channel. The user interface shall support this without requiring the dispatcher to change modes or screens. Multi select shall be activated by a single mouse click or touchscreen. While multi-selected a dispatcher shall be able to instant transmit to a group or individual in the multi-select with a single mouse click or touch. The user interface shall allow the dispatcher to see who is in the Multi-Select and add or remove entities with a single mouse click or touch.

4.3.9 Frequency/Talkgroup Change

The system shall allow the dispatcher to change the frequency or talkgroup on a radio channel if allowed by the base station. The system shall support the ability for a technician or administrator to label the radio frequencies/talkgroups to a desired name. When the dispatcher changes the frequency on a radio channel, the change shall be reflected on all consoles.

4.3.10 Patch

The system shall support the ability to connect two or more channels together such that the receive audio of one channel is repeated on all other channels who are members of the patch. Each radio channel that is a member of a patch shall clearly display that they are in a patch and of which patch they are a member. This indication shall be shown on all consoles displaying that channel.

Dispatchers shall have the ability to add and delete individual radio channels to and from an active patch. They shall also have the ability to tear down the entire patch all at once.

Dispatchers shall have the ability to become active members of the patch or remove themselves from the member list.

Dispatchers shall have the ability to instant transmit on a group or individual within the patch by a single mouse click or touch.

The user interface shall provide a list of the patch members. The dispatcher shall be able to view the members in all system patches.

4.3.11 Permanent groups

The console system shall allow for a pre-defined group of radio channels to be established and saved permanently in the system. This group shall be represented on the user interface via a single visual element. Selecting and transmitting on the visual control operates the same as if the dispatcher had individually selected each channel.

4.3.12 Dynamic groups

The console system shall allow for a dispatcher to create a group of radio channels dynamically during their console session.

4.3.13 Priority/Channel Marker

The system shall allow for a priority marker to be placed on any and all analog channels in the system as desired on a channel by channel basis. The frequency, duration, interval, and amplitude of the priority marker shall be adjustable in software.

4.4 TELEPHONE CONTROLS

4.4.1 Answer/Release

The user interface shall allow the dispatcher to answer an incoming telephone call. It shall not be necessary to have a telephone line resource present on screen in order to receive and answer an incoming call. The dispatcher shall have the ability to terminate the call via a user interface control.

4.4.2 Outgoing Call

The user interface shall allow the dispatcher to place an outgoing call via a dialer from their console screen. It shall not be required to have the dialer permanently displayed on the screen in order for the dispatcher to place the call. The system shall support the ability to also dial from a keypad at the console position.

The system shall support the ability for the dispatcher to place an outgoing call from a predefined contact entry.

4.4.3 Redial

The user interface shall allow the dispatcher to redial the last number used for an outbound call without the need to re-enter the digits. The user interface shall display the call information before placing the call.

4.4.4 Caller ID

When available the caller identification information shall be displayed on the user interface for an incoming call.

The contact entry shall be displayed on the user interface if the calling number matches an entry in the console system's data repository.

4.4.5 Mute

The user interface shall allow the dispatcher to mute their microphone source to the telephone caller. There shall be a visual indication that the microphone is muted.

4.4.6 Hold

The dispatcher shall have the ability to place a telephone call on hold. There shall be a visual indication that the call has been placed on hold. A technician configurable hold timer shall be available such that when the timer expires, the telephone call will re-ring at the position.

4.4.7 Call Monitor

The system shall allow for another position to monitor a telephone call. While monitoring a call the user can listen to the parties on the call but not have their microphone live as part of the telephone call.

4.4.8 Join Call

The system shall allow for another dispatcher to join an active telephone call.

4.4.9 Patch Telephone to Radio

The system shall provide the ability for a telephone call to be patched to one or more radio channels.

4.5 PAGING CONTROL

4.5.1 Instant Call Page

The system shall provide the ability to initiate a paging alert through activation of a single action. Instant calls may be pre-programmed with one or more pages with differing formats.

4.5.2 Page Steering

Instant call pages may be programmed to go out on pre-defined channels or programmed to go out on the selected channel(s).

4.5.3 Page Transmission

The console shall provide both audible and visual cues of the progress of the paging process. The dispatcher shall have the ability to stop the page transmission after initiation. There shall be an indication to the dispatcher if a page was transmitted successfully or not.

The system shall support the ability to simultaneously send different pages on multiple channels.

4.6 GENERAL CONTROLS & SYSTEM FUNCTIONS

4.6.1 Volume – individual, master

The user interface shall have increase/decrease volume controls that are adjustable by the dispatcher. There shall be controls to change the volume level on each individual channel independently from one another and controls to change volume level on all channels routed to a particular speaker.

4.6.2 Volume Boost

The user interface shall allow the dispatcher to boost the volume to a pre-defined level for each channel independently and for any speaker. A visual indication shall appear when that item is placed into the boosted state.

4.6.3 Mute

The user interface shall allow the dispatcher to mute the volume to a pre-defined level for each channel independently and for any speaker. However, muting of the selected channel(s) shall not be allowed.

A visual indication shall appear when that item is placed into the muted state.

4.6.4 All Mute

The user interface shall allow the dispatcher to mute all monitored channels (anything not selected) simultaneously to a pre-defined level. There shall be an indication on the screen that channels are in a muted state. The all mute function may be removed by either the dispatcher invoking the action or via a timer. The timer length shall be adjustable by a technician or administrator.

4.6.5 Console Voice Intercom

The system shall allow a console dispatcher to talk directly to one or more dispatchers within the console system. The user interface shall allow the dispatcher to select the destination console(s) from a list of logged in users.

4.6.6 Console Text Messaging

The system shall allow a console dispatcher to communicate with one or more dispatchers within the console system via freeform text messaging.

The user interface shall provide an indication that the dispatcher has an incoming and/or unread text message. In order to not disrupt the dispatcher from their current tasks, the dispatcher shall have the ability to read that message when desired versus immediately upon receipt.

For outgoing text messages, the user interface shall allow the dispatcher to select the destination console(s) from a list of logged in users or modify the destination console(s) when replying.

4.6.7 Call History

The system shall provide a history of all radio transmissions, incoming and outgoing, for each channel displayed on the screen regardless of its selected state. The dispatcher shall be able to perform an instant transmit to a caller from the activity entry. The following information shall be displayed for each transmission: time, Mobile ID or contact alias (when available), and status. The dispatcher shall have access to the transmission recording from the activity history. The dispatcher shall be able to sort by various type of calls and channels of the call. History shall allow saving for up to 24 hours.

4.6.8 Event Replay

The system shall provide short term recording/instant playback functionality for transmissions. The dispatcher shall have access to the individual transmission playback via the history window. The system shall also support the ability to playback recordings on a particular channel in succession without needing the dispatcher to individually initiate the playback of each recording. Event replay shall allow saving for up to 24 hours.

4.6.9 Parallel Status

The status of any system resource (e.g. Radio, Phone, Aux I/O) shall be indicated at all consoles where the resource is displayed.

The user interface shall display visual indication on a radio channel of transmissions from other dispatchers on the console system.

4.6.10 Console Cross Mute

The system shall provide a means of muting the transmit audio from one or more other consoles within the system on a console that is monitoring the channel on which the transmission occurred.

4.6.11 Channel Cross Mute

The system shall provide a means of muting incoming audio (both transmit monitor and receive) on one or more channels when the system is transmitting on a given channel and frequency.

4.6.12 Contact-Based Dispatching

In addition to supporting traditional resource-based dispatching (where the dispatcher focus is on the gateway radios), the console shall also support contact-based dispatching that allows a dispatcher to instead focus on whom they wish to speak to, rather than the radio network, channel or media needed to contact the person or group. In support of this the console shall be capable of presenting icons for field units (both individual field users, as well as groups of field users) and those icons shall indicate the presence of traffic associated with the field unit (including talker ID and alias) and those icons shall allow the dispatcher to initiate transmissions to the field unit. This is

desired in order to avoid the necessity of training dispatchers on the details of each radio network interfaced to their console.

4.6.13 MAP-Based Dispatching

In addition to displaying field units on in a fixed matrix, those consoles interfaced to and equipped with Location Services (a.k.a. Automatic Vehicle Location – AVL), shall be capable of showing a map of the jurisdiction for which they dispatch. On the map shall appear an icon for any field user or group of users they are interested in seeing (if those user's radios are equipped with location determining technology such as GPS receivers). The icons shall be placed on the map such that the dispatcher can see the location of the user. The icon shall also indicate the field user's voice traffic status, emergency state, and the dispatcher shall be capable of clicking on the icon to initiate a voice transmission to the desired user. This is desired in order to help dispatchers see which responders are closest to an incident. It is also desired in order to locate a specific user in the event they declare an emergency.

4.7 SHARING INFORMATION WITH 3RD PARTY DEVICES (CAD, MAPPING...)

The console shall have a set of Application program interfaces (APIs). This is a set of routines, protocols, and tools for building software applications. An API specifies how software components should interact. Additionally, APIs are used when programming graphical user interface (GUI) components.

The APIs shall include call status, caller ids, Location information, ability to select pages and send them to selected groups, Paging status, PTT ability for any group programmed on the console, emergency acknowledge and clear capability, and console and system health.

5.0 INSTALLATION

5.1 INSTALLATION LOCATION

The installation of the new dispatch consoles and associated equipment shall be provided by the Contractor at the Leon County Justice Center located at 606 St. Mary's Street, Centerville, TX 75833.

5.2 MISCELLANEOUS SUPPLIES

The Contractor shall supply and install all required termination blocks, terminal strips, and/or cables needed to interface the new console electronics to existing facilities such as radio equipment, clocks, telephone equipment, logging recorder equipment, auxiliary function activators and control circuits.

5.3 CABLING

All new console inter-cabling, including those that are to terminate at existing punch blocks, shall be labelled with pre-printed adhesive wire markers. The markers shall be placed at each cable end, adjacent to the connector or plug. All cables and/or cable bundles will be hidden from view and will be neatly secured by means of plastic tie wraps.

5.4 INTER-CABLING

All inter-cabling to the operator positions shall be provided with sufficient slack to permit movement of at least 5 feet in any direction. As stated previously, all cabling within console furnishings shall adhere to the cable management systems within the furniture. Lengths of cable shall be provided to

accommodate raisings and lowering of console furniture work surfaces. Headset jacks, and any other radio system peripherals shall conform to the furniture system.

5.5 FUNCTIONAL INTERFACE REQUIREMENTS

5.5.1 The Contractor shall be responsible for configuring and providing the functional interface(s) between the radio system and the communications consoles.

5.5.2 The successful vendor shall be responsible for providing all of the necessary components and cabling to complete the telephone / radio headset interface. This will include providing an "off-hook" indication or other signaling that may be required by the District's telephone service provider.

5.5.3 The functional interface is expected to include, at a minimum, the following:

- a) Adjustments of input signal level(s) to consoles;
- b) Adjustments of output signal level(s) to consoles;
- c) Adjustments of output signal level(s) from any required base station interfaces;
- d) Adjustments of input signal level(s) to audio distribution networks from corresponding base station interfaces;
- e) Verification of necessary base station control format(s), and
- f) Adjustments of the level and duration of the output signal(s) from the corresponding base station interface.

6.0 TRAINING

The success of the new Leon County dispatch console system will be closely tied to an effective user training program. If the dispatchers do not fully understand how to properly use the new system and equipment it will likely create the perception that the new system does not function properly and can lead to a mistaken lack of confidence in the new system. To help avoid that problem, this section provides the county's expectations and requirements for conducting and completing a comprehensive training program prior to system cutover. The proposer's training proposal must specify the amount of classroom and hands on training to be provided. A syllabus of the training program must be provided in your proposal.

Dispatcher training is complex and will require highly skilled trainers to effectively instruct personnel on the many details involved in the proper use of the dispatch console system. Proposed training for Leon County will include the following:

- a) Dispatcher class room training (3 sessions)
- b) Dispatcher hands-on training (3 sessions)
- c) Dispatch Supervisor classroom (1 session)
- d) Dispatch Supervisor hands-on training (1 session)

The training sessions will be conducted for all of the dispatch personnel approximately one week prior the new console system being placed in service. This will be conducted in a classroom environment, using training aids. A qualified subject matter expert shall teach these classes using training aids such as videos, system diagrams, and training manuals showing functionality. There shall be handouts available for all attendees, and dispatcher operator training manuals for future reference and follow up training. Contractors shall identify recommended locations for the various training modules to be provided, keeping in mind that local training is highly preferred.

7.0 BID FORM 2019-212

LEON COUNTY, TX DISPATCH CONSOLE SYSTEM PRICE SHEET

The Zetron part numbers and descriptions provided below are for reference.
 (Equipment that meets the equivalent specifications included in this document may be proposed)
Bidders are required to use the format below to provide detailed pricing that includes the unit cost and extended cost for each item.

MAX Standard Package				
Part#	Description	Unit Price	Qty	Ext. Price.
905-0380	MAX Standard Workstation Bundle Position: 1 Operator Workstation PC, 1 Media Dock, 2 Speakers, & power supply Licenses: 1MAX Base Software License All manuals are included in soft copy format with the MAX Software.	\$	2	\$
MAX Operator Workstation Software Licenses (per workstation)				
930-0222	Individual Call Software Feature Set Includes: Individual radio call, Call Alert, Radio Check, Radio Monitor, Inhibit, Uninhibit	\$	2	\$
930-0224	Tone Signaling/Paging Feature Set Includes: Manual paging operation, instant call & stacked paging, 2-tone 100, 1000, & Custom Calls (Mot & GE), Quick Call (2+2), DTMF, Knox.	\$	2	\$
930-225	Event Replay Short term audio playback at the console position.	\$	2	\$
Workstation Hardware Options				
950-1077	Dual Prong Headset Jack box Option; Dual Volume Control Needed for TRHI functionality	\$	2	\$
905-0330	Desktop Microphone, Shure with 6' cable	\$	2	\$
950-9102	Footswitch, Single w/ 10' cable	\$	2	\$
709-0170-10	10 ft Shielded Cat 5e Cable for Speakers	\$	2	\$
MAX MSB Radio Gateway Interface				
901-9677	MAX Radio Gateway Conventional (RJ21) Hardware	\$	4	\$
MAX System Hardware/Software				
901-9715	MAX Central MAX Central is the hardware platform that hosts the MAX Manager, Telephony Gateway, IP Voice Logger Gateway, and the Aux I/O Gateway. Includes five 10' shielded Cat 5e cables.	\$	2	\$
930-0231	Z-Node Manager At least 1 Z-Node Manager is required for each system.	\$	2	\$
930-0221	Block of 10 Radio Channel Licenses	\$	1	\$
Rack Mounting & Power Equipment				
950-1142	Redundant 12VDC Power System - Up to 20 devices. This is a redundant power supply that can support up to 20 MAX Dispatch devices. Includes 19" rack mount enclosure.	\$	1	\$
950-1134	12VDC Power Distribution Panel Can support up to 40 MAX Dispatch devices. Fuses not included.	\$	1	\$
416-0043	Fuse, 3 Amp	\$	9	\$

950-0588	Dual Unit Rack Mount Option	\$	3	\$
Monitors & Network Equipment				
802-2220	View Sonic, LCD, 22" WS Multi-touch Monitor Supports up to 1920x0180 resolution.	\$	2	\$
950-1281	24 Port Managed Gigabit Rack Mount Switch Two required for high availability network.	\$	2	\$
Product Service Plan				
XMP-0344-EBS	MAX-PSP Extended Service Plan Price is for 2 workstation seats 1-year Software services, 1-year Hardware, After Hours Phone Support and 1-year membership in the Zetron MAX Users Group, per position per year	\$	4	\$
Product Warranty Package				
XMP-0344-BAS	MAX-PSP Base Service Plan 1-year Software Services, 1 years Hardware Services, 1 year of Advance Hardware replacement, Operator web training (2-4 hr sessions) and 1-year membership in the Zetron MAX Users Group	\$		\$
Installation				
XMP-0344-OSO	MAX-PSP On-Site Operator Training, Per Day Price Per Day	\$	3	\$
	Services: Installation, Project Management, Design, Optimization, Programming, and other Services Related to Dispatch Equipment	\$	1	\$
Total Cost				\$

Bidder (Entity Name) _____

VENDOR REFERENCES

Please list at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided.

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE USE ONLY	
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.			
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.			
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.			
4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
5 Check only if there is NO interested Party. <input type="checkbox"/>			
6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.			
_____ Signature of authorized agent of contracting business entity			
AFFIX NOTARY STAMP / SEAL ABOVE			
Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20____, to certify which, witness my hand and seal of office.			
_____ Signature of officer administering oath		_____ Printed name of officer administering oath	
_____ Title of officer administering oath		_____ Title of officer administering oath	
ADD ADDITIONAL PAGES AS NECESSARY			

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

 Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 **Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).**

7

 Signature of vendor doing business with the governmental entity

 Date

SIGNATURE PAGE

As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. Leon County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract.

Would bidder be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions? **Yes π No π**

This bid shall remain in effect for ninety (90) days from bid opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The undersigned agrees, if this bid is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Invitation for Bid, Conditions of Bidding, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other bidder or to any other person(s) engaged in this type of business prior to the official opening of this bid. And further, that neither the bidder nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to bid or not to bid thereon.

_____	_____
Bidder (Entity Name)	Signature
_____	_____
Street & Mailing Address	Print Name
_____	_____
City, State & Zip	Date Signed
_____	_____
Telephone Number	Fax Number

E-mail Address	

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Leon County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer. We understand that the items in this Invitation for Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid, which will result in a binding contract if accepted by Leon County.

We acknowledge receipt of the following amendment(s): _____, _____, _____, _____.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

For clarification of this offer, contact:

Company Name

Address

Name

City

State

Zip

Phone

Fax

Signature of Person Authorized to Sign

E-mail

Printed Name

Title

ACCEPTANCE OF OFFER

The Offer is hereby accepted for the following items: **Radio Dispatch Console Equipment**

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by Leon County.

This contract shall henceforth be referred to as Contract No. **2019-212**. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Leon County Auditor's Office.

Countersigned:

Byron Ryder, Leon County Judge

Date